CITY OF BETHEL

City Council Meeting Agenda, January 14, 2025 – 6:30 PM

Website: https://www.cityofbethel.org/council

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Rose Henderson, Vice-Mayor Teresa Keller, Mark Springer, Mikayla Miller, Alicia Miner, Pamela Conrad, WG Anaruk

Zoom Meeting Link: https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09

Zoom Meeting ID: 488 845 6188 **Zoom Meeting Passcode:** 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free 833 548 0282 US Toll-free 877 853 5257 US Toll-free 888 475 4499 US Toll-free

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1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON**
    - 4.1. *Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org. Written public comment must be submitted 24 hours before the meeting.*
5. **APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
6. **APPROVAL OF MEETING MINUTES**
    - 6.1. *12-19-2024 Regular City Council Meeting
7. **REPORTS OF STANDING COMMITTEES**
    - 7.1. Committee/Commission Agendas And Draft Meeting Minutes
8. **SPECIAL ORDER OF BUSINESS**
    - 8.1. Recognizing City Employee Years Of Service To The Community (Mayor Henderson)
9. **UNFINISHED BUSINESS**
    - 9.1. Public Hearing Of Ordinance 24-04(c): Amending The Adoption Annual Operating Budget For Fiscal Year 2025, July 1, 2024-June 30, 2025 (City Manager Strickler)
    - 9.2. Public Hearing Of Ordinance 24-05(e): Amending The Capital Improvement, Budget For Fiscal Year 2025, July 1, 2024-June 30, 2025 (City Manager Stricker)
    - 9.3. Public Hearing Of Ordinance 24-16: Amending Bethel Municipal Code 4.04.080, Budget Control, To Eliminate The $12,500 Intradepartmental Line-Item Transfer Threshold (City Manager Strickler)

Posted January 8, 2025 at AC Co., Swanson's, City Hall, and the Post Office.

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Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net **Phone** 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda.
Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.
The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

9.4. Public Hearing Of Ordinance 24-17: Establishing A Pay Grade, Job Titles, And Compensation Plan For Non-Union-Represented City Employees (City Manager Strickler)

10. NEW BUSINESS

10.1. *AM 25-01: Appointment And Re-Appointment Of Committee And Commission Members For A Term Of Three Years (Mayor Henderson)

10.2. AM 25-02: Approve City Council Member Travel To Juneau For Alaska Municipal League Winter Conference (Council Member Springer)

10.3. AM 25-03: Authorizing Administration To Initiate Early Termination Of The Contract For Services With Health Fitness In Accordance With Article 21(C) Of The Contract Covering The Service Period Between July 1, 2023 And June 30, 2026 And Begin Working On A Transition Plan For A City Operated Facility (City Manager Strickler)

10.4. City Administrative Review Of Essenkay LLC, doing business as Kusko Kush, Retail Marijuana Store License Renewal #21227, Located At 781 3rd Avenue Bethel, Alaska (City Manager Strickler)

11. REPORTS

11.1. Mayor's Report

11.2. City Manager's Report

11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted January 8, 2025 at AC Co., Swanson's, City Hall, and the Post Office.

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Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net **Phone** 907-543-1384

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The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

Regular Meeting
December 19, 2024

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on December 19, 2024 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.
Mayor Henderson called the meeting to order at 6:29 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Mark Springer (telephonically) Mayor Rose Henderson Vice-Mayor Teresa Keller City Council Member Mikayla Miller City Council Member Pamela Conrad
Members Absent:
City Council Member WG Anaruk City Council Member Alicia Miner
Also in attendance were the following:
City Manager Lori Strickler, Acting City Clerk Kevin Morgan, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Beverly Hoffman- Resident of Bethel- Vice-Chair of the Community Parks and Recreation Committee. In favor of AM 24--39, Option 1. In favor of Uncommon pizza license renewal.

Alex Wasierski- Resident of Bethel- In support of the gym. As shareholder of Uncommon Pizza, would like a chance to get the business into compliance.

Jaela Milford- Resident of Bethel- In support of the Community Action Grant being available again. Spoke about the positive impact of Uncommon Pizza's donations and fundraising to the Bethel Winter House and local non-profits.

Andy Angstman- Resident of Anchorage- In support of the gym. As shareholder of Uncommon Pizza, would like to correct the situation.

Teresa Quiner- Resident of Bethel- In favor of Community Action Grant funding for the Library's arts program. In support of Uncommon Pizza. In Support of expanding the gym.

Eileen Arnold- Resident of Bethel- In Support of the gym.

Warren Nicolai- In support of a community gym.

Brian Lefferts- Chair of the Community Parks and Recreation Committee, in Support of expanding the gym, option 1 for AM 24-39.

Shane Iverson- In support of the larger gym, option 1 for AM 24-39.

Taylor Feightner-Resident of Bethel- In support of the larger gym, option 1 for AM 24-39.

Item 4.1. - Written Public Comments
No Written Comments submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval of the Consent and Regular Agenda.

Moved by:	Teresa Keller
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Pamela Conrad
Opposed:	None
Results:	Motion Carries

-Remove from the consent agenda Item 10.5 Resolution 24-14- Council Member Miller.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *11-26-2024 Regular City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Port Commission- No one to report.

Planning Commission, Mayor Henderson- Nothing to report

Community Action Grant Committee, Council Member Conrad- They met and reviewed 6 applications and 2 applications were incomplete.

Community Parks and Recreation Committee, Council Member Miller- They were in favor of option 1 for AM 24-39. Also discussed land designation, , and tabled discussing a shredder for trees.

Finance Committee, No one to report.

Public Works Committee, Council Member Springer- No quorum at the last meeting.

Public Safety and Transportation Commission, Vice-Mayor Keller- Nothing to report.

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 24-04(c): Amending The Adoption Annual Operating Budget For Fiscal Year 2025, July 1, 2024-June 30, 2025 (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.2. - *Introduction Of Ordinance 24-05(e): Amending The Capital Improvement, Budget For Fiscal Year 2025, July 1, 2024-June 30, 2025 (City Manager Stricker)

Passed on the consent agenda.

Item 10.3. - *Introduction Of Ordinance 24-16: Amending Bethel Municipal Code 4.04.080, Budget Control, To Eliminate The $12,500 Intradepartmental Line-Item Transfer Threshold (City Manager Strickler)

Passed on the consent agenda.

Item 10.4. - *Introduction Of Ordinance 24-17: Establishing A Pay Grade, Job Titles, And Compensation Plan For Non-Union-Represented City Employees (City Manager Strickler)

Passed on the consent agenda.

Item 10.5. - *Resolution 24-14: Conditionally Protesting The Renewal Of A Restaurant Or Eating Place License For UCP49 LLC, Doing Business As Uncommon Pizza, License No. 6027, 401 Chief Eddie Hoffman Highway, Bethel, Alaska (Mayor Henderson)

Main Motion: Adopt Resolution 24-14.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	None
Opposed:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Pamela Conrad
Results:	Does not Carry

Item - 10.5.i Opportunity For The Applicant To Defend Their Application

Aaron Hostetter, General Manager of Uncommon Pizza, addressed the council.

Item 10.6. - *AM 24-35: Appointment And Re-Appointment Of Committee And Commission Members For A Term Of Three Years (Mayor Henderson)

Passed on the consent agenda.

Item 10.7. - AM 24-36: Approving The Regular City Council Meeting Dates For 2025 (Mayor Henderson)

Main Motion: Approve AM 24-36.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 10.8. - AM 24-37: On Behalf Of The Board Of Ethics, And In Accordance With Bethel Municipal Code 2.60.030, Accept The Resignation Of Board Of Ethics Member, Alicia Miner (Council Member Miner)

Main Motion: Approve AM 24-37.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 10.9. - AM 24-38: Direct City Administration To Issue Checks Totaling $31,883 To Year 7, Quarter 4 Community Action Grant (CAG) Awardees Based On The Recommendation Of The Community Action Grant Committee (City Manager Strickler)

Council Member Miller declares a Conflict of Interest due to being an employee of the Library. Mayor Henderson rules that Council Member Miller does not have a Conflict of Interest as the Community Action Grant (CAG) funding for the Library is not used to fund her position so there is no substantial financial interest.

Mayor Henderson declares a Conflict of Interest due to being an employee of Southwest Alaska Arts Group (SWAAG). Vice-Mayor Keller rules that Mayor Henderson does not have a Conflict of Interest as the CAG funding is for the Camaii Festival and is not used to fund her position so there is no substantial financial interest.

Council Member Conrad declares a Conflict of Interest due to being a board member of the Bethel Winter House (BWH). Mayor Henderson rules that Council Member Conrad does not have a Conflict of Interest as BWH board members are not compensated so there is no substantial financial interest.

Main Motion: Approve AM 24-38.

Moved by:	Pamela Conrad
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Teresa Keller, Mikayla Miller
Opposed:	Rose Henderson, Pamela Conrad
Results:	Does not Carry

Motion to Amend to raise the SWAAG funding to $18,000 and draw those additional funds from the BRHS wrestling mat replacement.

Mayor Henderson declares a Conflict of Interest as the proposed amount to SWAAG has increased. Vice-Mayor Keller rules that there is still not a conflict of interest with the proposed increase.

Moved by:	Pamela Conrad
Seconded by:	Mikayla Miller
In favor:	Rose Henderson, Pamela Conrad, Mikayla Miller
Opposed:	Mark Springer, Teresa Keller
Results:	Does not Carry

Motion to Reconsider the Approval of AM 24-38.

Moved by:	Pamela Conrad
Seconded by:	Mikayla Miller,
In favor:	Rose Henderson, Pamela Conrad, Mikayla Miller, Teresa Keller
Opposed:	Mark Springer
Results:	Motion Carries

Main Motion: Approve AM 24-38.

Moved by:	Pamela Conrad
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Pamela Conrad, Mikayla Miller, Teresa Keller
Opposed:	Rose Henderson
Results:	Motion Carries

Item 10.10. - AM 24-39: Authorize Administration To Proceed With The Construction Of The Community Center Expansion Project With A Budget Not To Exceed $14,000,000 As Explained In Option A And Commit Up To $4 Million In Funding If Additional Grant Appropriations Are Not Obtained (City Manager Strickler)
Main Motion: Approve AM 24-39.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Motion to Amend the AM to strike "14,000,000" and to insert "16,000,000" and to strike "4 Million" and to insert "6 million".

Moved by:	Mark Springer
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 10.11. - Administrative Review Of Alaskabuds LLC, Retail Marijuana Store License Renewal #18735, Located At 660 Third Ave, Suite B Bethel Alaska 99559 (City Manager Strickler)
Council reviewed this item.

Item 10.12. - *IM 24-12: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of November 2024 (City Manager Strickler)
Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report
Council Member Miller left chambers at 8:37 p.m
Council Member Miller returned at 8:39 p.m.

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Henderson- Thanked the volunteers who applied for reappointment to the committees and commissions. Congratulations to Sergeant Watson, Sergeant Robertson, and Detective Saulters for graduating the Police Academy. Appreciates all the work and sacrifice that the Police and Fire Dept. do for our community. During the Alaska Municipal League(AML) Annual Conference attended a session on Artificial Intelligence and how it can make work easier for the City Administration. Pay attention to the Bethel Search and Rescue recommendations; stay away from the open holes. Merry Christmas everybody! The children are on Christmas break, so be vigilant when driving.

Vice-Mayor Keller- Happy Holidays, Merry Christmas and Happy New Years!

Council Member Conrad- Thanked the City for sending her to the AML Annual Conference. Wanted to share that at the conference, she received many compliments about the City Manager and City Clerk. Merry Christmas and Happy Holidays!

Council Member Miller- Happy Holidays! Recognized and congratulated Theresa Quiner for receiving the American Library Association's "I Love My Librarian" award.

Council Member Springer- At AML, thanked the communities of Sitka, Nenana, and Galena for taking care of our students who travel there for high school. Asked the public to listen to KYUK for Bethel Search and Rescue updates to prevent accidents. Merry Christmas and Happy Hannukah!

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Meeting ended at 9:01 p.m.

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Rose Henderson, Mayor

ATTEST:

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Kevin Morgan,
Acting City Clerk

City of Bethel, Alaska
Planning Commission

December 12, 2024 Regular Meeting Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held virtually via Zoom and in person at the City Hall Council Chambers in Bethel, Alaska on December 12, 2024. The Chair of the Commission, Kathy Hanson called the meeting to order at 6:30 PM.

II. ROLL CALL:

Compromising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, Lorin Bradbury, Alex Wasierski, Shadi Rabi, Haley Hanson, and Sundi Scott
Excused Absence: Rose Henderson, Council Rep.
Also Present: Pauline Boratko, Recorder and Lee Foley, City Planner

III. PEOPLE TO BE HEARD:

IV. APPROVAL OF THE AGENDA:

MOVED:	Lorin Bradbury	Motion to approve the agenda.
SECONDED:	Shadi Rabi	
VOTE ON MOTION	Unanimous	

V. APPROVAL OF THE MINUTES:

MOVED:	Lorin Bradbury	Motion to approve regular meeting minutes for November 14, 2024.
SECONDED:	Shadi Rabi	
VOTE ON MOTION	Unanimous	

VI. UNFINISHED BUSINESS:

A. Update on Nuisance Properties: commissioners discussed the nuisance updates

VII. NEW BUSINESS:

VIII. PLANNER'S REPORT:

IX. COMMISSIONER'S COMMENTS:

A. Wasierski- no comment
K. Hanson- no comment
L. Bradbury- no comment
S. Rabi- no comment
H. Hanson- no comment
S. Scott-no comment

X. ADJOURNMENT:

MOVED:	Shadi Rabi	Motion to adjourn the meeting.
SECONDED:	Lorin Bradbury	
VOTE ON MOTION	Unanimous	

With no further business the meeting adjourned 6:46 pm

APPROVED THIS _____ DAY OF __________, 2024

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Kathy Hanson, Chair

____
ATTEST: Pauline Boratko, Recorder

CITY OF BETHEL
COMMUNITY PARKS AND RECREATION COMMITTEE
TUESDAY, DECEMBER 17, 2024, 6:15 PM
LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN MEETING AT ZOOM.US:
HTTPS://US06WEB.ZOOM.US/J/86726846636?PWD=FU94O5EBVHRXRQOI4TOUS0TTKKP3IA.1
MEETING ID: 867 2684 6636
PASSCODE: 063413
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS		STAFF
Brian Lefferts, Chair	Beverly Hoffman, Vice-Chair	Ex-Officos: Jason Spann, Facility Maint. Foreman
Mikayla Miller, Council Rep.	Kathy Hanson	Email: pwadmin@cityofbethel.net Phone: 907-543-3110
Brian Jackson	Jessica Pew	
Michelle DeWitt	Sean Glasheen, Alternate 1	
Alternate 2-Vacant		

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

A. Please submit written public comments to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

A. November 11, 2024 Community Parks and Recreation Committee Meeting

VI. UNFINISHED BUSINESS

A. Community Center Construction Project *Updates!*

B. Budget Purchase Request Shredder for Cut Willows and Trail Cover (Lefferts)

C. Review of 2045 Comprehensive Plan/Identify Community Outreach Opportunities And Committee Goals (Pew/Lefferts)

D. Consideration of Land Designation for Park Space (DeWitt)

VII. NEW BUSINESS

A. Tribal Technical Assistance Request

B. Budget for deep cleaning the YK Fitness Center shower area and pool area.

VIII. EX OFFICIO REPORT

A. Manager's Reports December 2024

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

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Ex-Officio Staff

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

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Ex-Officio Staff

CITY OF BETHEL
PUBLIC SAFETY AND TRANSPORTATION COMMISSION
WEDNESDAY, JANUARY 8, 2025, 6:30 PM
LOCATION:

JOIN MEETING AT ZOOM.US:
HTTPS://US06WEB.ZOOM.US/J/86726846636?PWD=FU94O5EBVHRXRQOI4TOUS0TTKKP3IA.1
MEETING ID: 867 2684 6636
PASSCODE: 063413
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS	STAFF
Joy Anderson, Chair	James Harris, Ex Officio Member
Musa Sailu	Sophie Poe, Ex Officio Member
John Hastie	spoe@cityofbethel.net
Jesslyn Elliot	907-543-3781
Teresa Keller, Council Rep.	

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

A. Please submit written public comments to police@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

A. Lack of Quorum 12/4/2024

VI. UNFINISHED BUSINESS

A. Consideration of BMC Title 5 Amendment to Allow Transportation Network Companies to Operate in Bethel. (John Hastie)

B. Discussion for recommending changes PSTC would like to see concerning public intoxication. (Jesslyn Elliott)

C. Ordinance 24-xx Amending BMC Title 6.04.03C Draft Approval

VII. NEW BUSINESS

A. Review of BMC 5.30: Taxi Cabs and inspection requirements. (John Hastie)

B. 2025 PSTC goals/tasks

C. Election of Chair, Vice Chair for 2025

D. 2025 Meeting Dates

VIII. EX OFFICIO REPORT

Posted <1/3/2025> at City Hall, AC Co., Swanson's, and the Post Office.

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Ex-Officio Staff

A. Ex Officio Reports

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <1/3/2025> at City Hall, AC Co., Swanson's, and the Post Office.

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Ex-Officio Staff

CITY OF BETHEL
PUBLIC WORKS COMMITTEE
WEDNESDAY, JANUARY 15, 2025, 5:30 PM
LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN MEETING AT ZOOM.US:
HTTPS://US06WEB.ZOOM.US/J/3350154000?PWD=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060
MEETING ID: 335 015 4000
PASSCODE: 140569
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS	STAFF
Ryan Butte, Juan Delgado, John Llyod, Council Rep. Mark Springer	Ex-Officio Members: Bill Arnold, Public Works Director pwadmin@cityofbethel.net 907-543-3110

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

A. Please submit written public comments to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

A. December 18, 2024 Meeting Minutes

VI. UNFINISHED BUSINESS

A. Review of Committee Duties and Responsibilities and Determination of Committee Topics of Interest for 2024

B. Commission Consideration Of Draft Ordinance to Reduce The Frequency Of Meetings For Committees and Commissions (Administration) ADOPTED BY CITY COUNCIL

C. Commission Consideration of Draft Ordinance Modifying Membership Requirements From Seven To Five Temporarily When Less Than Five Members Are Appointed (Administration) NOT ADOPTED BY THE CITY COUNCIL

D. Mass Notification for Utility Customers (Butte)

E. Capital Project Update

VII. NEW BUSINESS

A. 2045 Comprehensive Plan

VIII. EX OFFICIO REPORT

IX. MEMBER COMMENTS

Posted 01/08/2025 at City Hall, AC Co., Swanson's, and the Post Office.

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Ex-Officio Staff

X. ADJOURNMENT

Posted 01/08/2025 at City Hall, AC Co., Swanson's, and the Post Office.

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Ex-Officio Staff

CITY OF BETHEL
FINANCE COMMITTEE
TUESDAY, DECEMBER 17, 2024, 5:30 PM
LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN MEETING AT ZOOM.US:
HTTPS://US06WEB.ZOOM.US/J/3350154000?PWD=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060
MEETING ID: 335 015 4000
PASSCODE: 140569
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS	STAFF
John Hamilton, Chair John Lloyd, Vice Chair Robert Rey Victoria Sosa WG Anaruk (Council Rep) Carolann Willard Vacancies: 3	Ex Officio Members Aaron Vassalotti Cindy Sharp Alexandra Batchelor finance@cityofbethel.net 907-543-1381

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

A. Please submit written public comments to finance@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

A. 12/17/2024

V. APPROVAL OF MEETING MINUTES

A. 10/28/2024

B. 11/19/2024

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

A. Declaration of Vacancy as per BMC 2.60.030 (F) (1A and B) - (Alexandra Batchelor)

B. Revision of BMC 4.14.050 - Transient Lodging Delinquency Penalties Proposal Previously submitted by Finance Committee - (Alexandra Batchelor)

C. Approval of 2025 Meeting Calendar

VIII. EX OFFICIO REPORT

A. Finance Department Report and Budget to Actuals.

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

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Ex-Officio Staff

B. City of Bethel Managers Reports

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

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Ex-Officio Staff

City of Bethel, Alaska
Community Parks and Recreation Committee Minutes

December 17, 2024 | Regular Meeting | Bethel, Alaska

I. CALL TO ORDER:

A regular Community Parks and Recreation Committee Meeting was held on December 17, 2024, via Zoom. called the meeting to order at 6:17 pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call: Beverly Hoffman, Jessica Pew, Brian Lefferts, Michelle Dewitt, Mikayla Miller, Sean Glasheen

III. PEOPLE TO BE HEARD:

IV. APPROVAL OF AGENDA:

Motion to approve the agenda.

MOVED BY:	Beverly Hoffman	Motion to approve Agenda.
SECONDED BY:	Jessica Pew	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. APPROVAL OF MINUTES:

A. Meeting Minutes November 11, 2024

MOVED BY:	Mikayla Miller	Motion to approve Meeting Minutes.
SECONDED BY:	Beverly Hoffman	
VOTE ON MOTION	Motion carried by unanimous vote.	

VI. UNFINISHED BUSINESS:

A. Community Center Construction Project *Updates!*

MOVED BY:	Michelle DeWitt	Motion to recommend to council option one, which is the 12,000 square foot gym with an investment of 4 million dollars of city money.
SECONDED BY:	Beverly Hoffman	
VOTE ON MOTION	Motion carried by unanimous vote.	

B. Budget Purchase Request Shredder for Cut Willows and Trail Cover
C. Review of 2045 Comprehensive Plan/Identify Community Outreach Opportunities And Committee Goals

D. Consideration of Land Designation for Park Space

VII. NEW BUSINESS:

A. Tribal Technical Assistance Request

B. Budget for deep cleaning the YK Fitness Center shower area and pool area.

VIII. EX OFFICIO MEMBER REPORT:

A. November Department Head Reports

IX. COMMITTEE MEMBER COMMENTS:

Brian Lefferts: No comment

Beverly Hoffman: So Excited to hear that Lori Strickler is City Manager. Looking forward to a more vibrant Parks and Recs department. Excited about Shane.

Jessica Pew: No comments

Michelle DeWitt: No Comments

Sean Glasheen: Thanks to Lori, She's been pushing this new project pretty hard working with DOWL and contractors. Also super excited for Shane to join the team, new Parks and Rec Manager.

X. ADJOURNMENT:

MOVED BY:	Mikayla Miller	Motion to adjourn.
SECONDED BY:	Michelle DeWitt	
VOTE ON MOTION	Motion carried by unanimous vote.	

With no further business, meeting adjourned at 7:40PM.

APPROVED THIS January 13, 2025 DAY OF December 17, 2024.

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Brian Lefferts
Committee Chair

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Kayla Saddler
Recorder of Minutes

Introduced by:	City Manager Strickler
Introduction Date	December 19, 2024
Public Hearing:	January 14, 2025
Action:	
Vote:	

CITY OF BETHEL, ALASKA

ORDINANCE #24-04 (C)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE ADOPTION ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2025, JULY 1, 2024-JUNE 30, 2025

BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a noncodified ordinance amending the City of Bethel Annual Operating Budget for Fisal Year 2025.

SECTION 2. Amendment. The adopted Fiscal Year 2025 Annual Operating Budget is amended as follows:

C-1 POLICE DEPARTMENT OVERTIME

Whereas, the Police Department has spent 57% of their overtime budget as of October 31, 2024, and anticipates needing additional funds within the overtime line item to cover the operations through the end of the fiscal year;

Whereas, Bethel Municipal Code 4.04.080 requires any transfer within the Personnel Budget to be done through a budget modification;

Whereas, the additional funding will be pulled from wages, not from the FY25 revenue balance for the year to cover the;

C-1 POLICE DEPARTMENT OVERTIME				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-61-6010	Shift Differential and Overtime	$266,208	$80,000	$349,208
100-61-6000	Salaries and Wages	$2,240,696	($80,000)	$2,160,696
Change Summary:	The general fund revenue over expenditures will remain at $327,640 after this amendment.			

C-2 DIRECTOR AND DEPUTY DIRECTOR OF PUBLIC SAFETY

Whereas, following the hiring of the Director of Public Safety, the first step in creating a Public Safety Department is consolidating the administrative functions of the Police and Fire Departments, with the understanding there would be restructuring needed in order to meet the transition;

Whereas, the first step in this transition was hiring the Director of Public Safety, following an evaluation of need, the Director of Public Safety would like to defund a lieutenant position, and create a Deputy Director of Public Safety, this would be the second step of the transition;

Whereas, the creation of a Deputy Director of Public Safety position ensures continuity of leadership during the absence of the Director of Public Safety, reducing potential disruptions to public safety operations;

Whereas, the Deputy Director of Public Safety position will strengthen the department's ability to address administrative duties, allowing the Director to focus on high-level strategy, interagency collaboration, and community relations;

Whereas, this new structure aligns with best practices in public safety management by creating a defined chain of command that supports operational efficiency and effective resource allocation;

Whereas, the proposed budget modification also corrects the operation budget to reflect the removal of the Fire Chief and the Police Chief and the creation of the Director of Public Safety;

Whereas, considering the timing of the amendment within the fiscal year and the moderate changes to the total salary for the Police Department Budget, Administration is not proposing any changes to the Benefits and Taxes portion of the budget;

C-2A POLICE DEPARTMENT

Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
17401	~~Police Chief~~ Director of Public Safety	$104,022	$35,978	$140,000
17301	~~Police Lieutenant~~ Deputy Director of Public Safety	$122,905	($18,195)	$104,710
FY Operating	FY25 Revenue Over Expenditures	$327,640	($17,783)	$309,857
Change Summary:	The general fund revenue over expenditures will be reduced to $309,857 after this amendment.			

C-2B **FIRE DEPARTMENT**				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
16401	Fire Chief	$126,193	($126,193)	$0
FY Operating	FY25 Revenue Over Expenditures	$309,857	$126,193	$436,050
Change Summary:	The general fund revenue over expenditures will increase to $436,050after this amendment.			

C-3 ICE ROAD CONTRIBUTION TO NATIVE VILLAGE OF NAPAIMUTE

Whereas, Native Village of Napaimute Tribal Transportation Program (NVN TTP), and Napaimute Enterprises, L.L.C. is requesting financial support for the 2025 Kuskokwim Ice Road season;

Whereas, the funding will be used to support construction and maintenance of the ice road and will help ensure our community residents and visitors have safe access to and from the surrounding communities;

Whereas, NVN TTP was able to maintain 355 miles of ice road connecting 21 communities in 2020;

C-3 **ICE ROAD CONTRIBUTION TO NATIVE VILLAGE OF NAPAIMUTE**				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-72-6516 Community Services	Donation Ice Road Maintenance	$0	$10,000	$10,000
FY Operating	FY25 Revenue Over Expenditures	$436,050	($10,000)	$426,050
General Fund Change Summary:	The general fund revenue over expenditures will have a positive $532,365 after this amendment.			

Summary of FY25 Operating Budget following expenditure adjustments:

<u>General Fund</u>

Adopted Excess General Fund (GF) Revenue over Expenditures:	$343,955
Budget Amendment 24-04 (a) Revenue over Expenditures:	$551,201
Budget Amendment 24-04 (b) Revenue over Expenditures:	**$**327,640
Budget Amendment 24-04 (c) Revenue over Expenditures:	**$426,050**

<u>Solid Waste Enterprise Fund</u>

Adopted Excess Solid Waste Revenue over Expenditures:	$51,768
Budget Amendment 24-04 (b) Revenue over Expenditures:	(**$683,574)**

Water and Sewer Enterprise Fund

Adopted Excess Water and Sewer Fund Revenue over Expenditures:	$197,474
Budget Amendment 24-04 (a) Revenue over Expenditures:	$37,474
Budget Amendment 24-04 (b) Revenue over Expenditures:	**$8,474**

Municipal Dock Enterprise Fund

Adopted Excess Solid Waste Revenue over Expenditures:	$253,666

SECTION 4. Effective Date. This ordinance shall become effective upon the passage by the Bethel City Council.

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2025 operating budget is adopted for a period of one year, from July 1, 2024, through June 30, 2025.

ENACTED THIS 14th DAY OF JANUARY 2025, BY A VOTE OF __ IN FAVOR AND __ OPPOSED.

____
Rose Henderson, Mayor

ATTEST:

____
Kevin Morgan, Acting City Clerk

JOB DESCRIPTION

JOB TITLE:	Director Public Safety	**FLSA:**	Exempt
DEPARTMENT:	Public Safety	**GRADE:**	
REPORTS TO:	City Manager	**DATE:**	10/24/2024

SUMMARY:
Administers a comprehensive Public Safety function for the City, including law enforcement, fire protection and prevention, emergency medical and rescue response, community service patrol and 911 service dispatch. Serves as a board member of the State of Alaska "High Intensity Drug Trafficking Areas" and an ex-officio member of the City of Bethel Public Safety and Transportation Commission.

ESSENTIAL FUNCTIONS:
This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department.
- Ensures department's activities are in compliance with applicable regulations and requirements; works closely with the Alaska Police Standards Council and the Alaska Fire Standards Council; monitors developments and legislation related to departmental matters, evaluates their impact upon City operations, recommends, and implements policy and procedural improvement.
- Develops, prepares, and oversees the capital and operating budgets' preparation and administration of the department's budgets.
- Performs as the City's emergency management coordinator; directs the preparation and update of the City's Emergency Response Plan. Supervises major emergencies, critical incidents, tactical situations and post-emergency investigations; responds to major incident scenes and takes command when appropriate; deconflicts responsibilities and functions in multi-unit or agency responses.
- Serves as Chief within the operational hierarchy.
- Reviews, corrects and closes police and or fire cause investigations and reports as required; oversees fire code and ordinance enforcement; assists the State Fire Marshal's officer with inspections and investigation as necessary.
- Reviews criminal cases and assignments, incident responses, and 911 communications; identifies policy and compliance issues and proposes solutions.
- Represents the City in meetings with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.

- Represents the Department and City at court hearings; prepares reports requested and subpoenaed by the courts; testifies in court cases.
- Directs collection, preparation, and handling of evidence and personal property of prisoners.
- Recruits, interviews and recommends the selection of staff; analyzes staff training needs and provides for their training and professional development; ensures effective morale, productivity and discipline of department staff.
- Serves as City Manager's backup upon activation of the Emergency Operations Center.
- Serves as Transportation Inspector and performs duties as outlined in the Bethel Municipal Code in support of the program.
- Presents education and information programs through community and school awareness projects; teaches and counsels those within the community on public safety and victim's rights' activities, programs and referral resources.
- Assists and coordinates with Federal, state and local law enforcement and emergency services organizations, other City departments, and community stakeholders
- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.
- Purchases necessary supplies in accordance with Bethel Municipal Code and state statutes.
- Performs strategic and long-range planning for department growth.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in criminal justice, business or public administration or a related field; AND six (6) years' of police command experience; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- Certified as a Police Officer by the State of Alaska Police Standards Council.

Required Knowledge and Skills

Required Knowledge:

- Concepts, principles and practices of law enforcement management, rules of evidence, techniques and procedures, criminal and traffic codes.
- Criminal justice and court systems, protocols and procedures in the State of Alaska.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the management of employees through multiple levels of supervision.
- Principles and practices of budget development and administration.
- Principles and procedures related to contract and grant management procedures.
- Investigative and interrogative procedures and techniques.
- Current trends in strategy and tactics for management and deployment of personnel and equipment in emergency response.
- Principles and practices of developing teams, motivating employees and managing in a team

environment.
- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications and systems related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:
- Planning, organizing and managing comprehensive and varied public safety and emergency response functions.
- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Assuming command-level responsibilities and making appropriate decisions, while assuring compliance with governing laws, policies and procedures.
- Establishing and maintaining cooperative working relationships with law enforcement, fire, criminal justice and other stakeholder agencies.
- Assessing and prioritizing multiple tasks and projects, delegating, and assessing appropriate levels of oversight.
- Interpreting, analyzing, and developing solutions related to complex public safety and emergency management issues.
- Safely using and maintaining competency with a variety of firearms and specialized law enforcement equipment.
- Exercising controlled discretion and communications; ability to mediate difficult situations.
- Effectively communicating with and responding to inquiries from management, citizens, law enforcement, emergency response and related agencies.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Using tact, discretion and prudence in working with those contacted in the course of the work.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit, stand, walk for extended periods of time; agility to traverse uneven terrain; strength to lift and carry up to 50 pounds; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:

Work is performed in an office and field setting.
Travel required to locations throughout the City; exposure to adverse environmental conditions, bio-hazards, and life-threatening conditions.

JOB DESCRIPTION

JOB TITLE:	Deputy Director Public Safety	**FLSA:**	Exempt
DEPARTMENT:	Public Safety	**GRADE:**	
REPORTS TO:	Director Public Safety	**DATE:**	10/24/2024

SUMMARY:
The Deputy performs professional level work assisting the Director in meeting the Department's functions and goals. Under the supervision of the Public Safety Director, the Deputy oversees the administrative functions of the department, to include budget, resource allocation, compliance and personnel training and development.

ESSENTIAL FUNCTIONS:
This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Assists the Director in the development of goals, objectives, policies, procedures and work standards for the department; contributes to strategic and long-range planning for department growth.
- Coordinates the preparation of reports, grants, and other operational documents.
- Assists the Director in ensuring the department's activities are in compliance with applicable regulations and requirements; monitors developments and legislation related to departmental matters, evaluates their impact upon City operations, recommends policy and procedural improvement.
- Contributes to the preparation of the department's various operating budgets'; assists with budget administration; purchases necessary supplies in accordance with the budget, Bethel Municipal Code and state statutes.
- Develops and maintains collaborative relationships with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.
- Presents education and information programs through community and school awareness projects; teaches and counsels those within the community on public safety and victim's rights' activities, programs and referral resources.
- Assists with the recruitment, training and professional development of staff.
- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in criminal justice, business or public administration or a related field; AND two (2) years' of experience administering public safety operations; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- Ability to obtain clearance from the Alaska Public Safety Information Network (APSIN)

Required Knowledge and Skills

Required Knowledge:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation.
- Principles and practices related to the development and administration of budgets and grants.
- Principles and procedures related to contract and grant management procedures.
- Principles and practices of developing teams, motivating employees and managing in a team environment.
- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications and systems related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:

- Planning, organizing and managing comprehensive and varied public safety functions.
- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Assessing and prioritizing multiple tasks and projects, delegating, and assessing appropriate levels of oversight.
- Interpreting, analyzing, and developing solutions related to complex public safety and emergency management issues.
- Effectively communicating with and responding to inquiries from management, citizens, law enforcement, emergency response and related agencies.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit, stand, walk for extended periods of time; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:
Work is performed in an office setting; travel required to locations throughout the City.

Outlook

Re: City of Bethel-Ice Road Funding

From napaimute@gci.net <napaimute@gci.net>
Date Thu 12/5/2024 2:24 PM
To Lori Strickler <lstrickler@cityofbethel.net>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Please accept this email as a formal request for funding from the City of Bethel for the 2024-25 Kuskokwim Ice Road.

Last year our budget was $1.4 million for this vital regional winter transportation network.

For the upcoming 2024-25 Ice Road Season we have received a $185,000 grant from the Alaska State Legislature and have an application it to the State DOT Safe Ice Roads for Alaska Program. We do not know how much we will receive at this time.

We base our main ice road operation out of the regional hub community of Bethel - equipment maintenance, repair, and off-season storage is much more efficient from this large rural city with daily air cargo and passenger service to Anchorage. Also Bethel is where everyone in the outlying villages needs to get to.

We have a sub-base at the sub-regional hub community of Aniak for the same reasons described above that serves the middle and upper Kuskokwim villages.

Route 1 of the Kuskokwim Ice Road begins at Bethel and ends at Kasigluk with spur roads to Napaskiak, Oscarville, Yuvvaq (traditional ice fishing area),Atmautlauk and Nunapitchuk.

Route 2 begins at Bethel and ends at Kalskag with spur roads to Akiachak, Kwethluk, and Tuluksak.

Route 5 begins at Aniak and ends at Government Cabin.

Our ice road serves the communities of: Kasigluk, Nunapitchuk, Atmautluak, Napakiak, Napaskiak, Oscarville, Bethel, Kwethluk, Akiachak, Akiak, Tuluksak, Lower Kalskag, Kalskag, Aniak, Chuathbaluk, Napaimute, Crooked Creek.

We annually establish and maintain routes 1,2 & 5 which is the majority of the Kuskokwim Ice Road - 250 miles

Routes 3 & 4 are only 15 miles long each: Kalskag to Aniak. These are managed by the Kalskag and Aniak tribes.

Route 6 is 20 miles from Crooked Creek to Government Cabin and is managed by the Crooked Creek tribe.

Thank you for your consideration.

Mark Leary
Business Enterprise Director
Napaimute Enterprises, L.L.C.
P.O. Box 1301
Bethel, Alaska 99559
907.545.2877

From: Lori Strickler <lstrickler@cityofbethel.net>
Sent: Thursday, December 5, 2024 2:10 PM
To: Mark Leary <napaimute@gci.net>
Cc: John Sargent <jsargent@cityofbethel.net>
Subject: City of Bethel-Ice Road Funding

Hello Mark,

I am working on a budget modification for the Council to consider contributing $10,000 to the ice road maintenance.

To help ensure the Council and public are fully informed of the need (many should but you never know), are you able to provide me with an official request for the funding and explain a bit about the total budget costs for the year along with any other financial support you anticipate obtaining or have already secured?

I will finalize the document for the council packet next Wednesday. Is that too tight of a turnaround?

Thank you!

Lori Strickler
City Manager
City of Bethel
907-543-1373

Introduced by: City Manager Strickler
Introduction Date: December 19, 2024
Public Hearing: January 14, 2025
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #24-05 (e)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE CAPITAL IMPROVEMENT, BUDGET FOR FISCAL YEAR 2025, JULY 1, 2024-JUNE 30, 2025

WHEREAS, in the FY25 Capital budget Administration proposed $104,000 to fund body cameras for the Police Department;

WHEREAS, Ordinance 24-05 (b) removed the $104,000 allocation because the City was applying for a grant to cover the equipment;

WHEREAS, the City was successful in obtaining a $60,000 grant, which requires the City to pay for 50% of the equipment as a match;

WHEREAS, the cost of the equipment is $93,070.79, requiring a City match of $46,535;

WHEREAS, included in this equipment purchase are: 25 body cameras for officers, 20 sensors, and a five year service agreement for the video evidence management solution;

WHEREAS, the purchase will be made through ASPO Value Point, in accordance with the Bethel Municipal Code;

BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a noncodified ordinance amending the City of Bethel Capital Improvement Budget for Fiscal Year 2025.

SECTION 2. Appropriations. That money shall be appropriated from the following associated City Funds for capital expenditures, amounts being returned to the fund are stricken, new appropriations are in red and underlined:

Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total for this Project
100-61-6890	Police Department Capital Expenses	0	$46,535	$46,535
FY25 Operating Ord. 24-04 (C)	FY 25 Budget Revenue Over Expenditures	$426,050	($46,535)	$397,515

Amended				

SECTION 3. Effective Date. This ordinance shall become effective upon the passage by the Bethel City Council.

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2025 Capital Improvement Budget is amended.

ENACTED THIS 14th DAY OF JANUARY 2025, BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED.

____
Rose Henderson, Mayor

ATTEST:

____
Kevin Morgan, Acting City Clerk

Your Feedback Matters

Invoice

Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice ID	INUS289176
Date	15-Oct-24
Page	1 of 3
Sales Order	
Requisition	
Your Ref	Q-542819,
Our Ref	, Q-542819,
Payment	Net 30 days
Invoice Account	107863
Terms of Delivery	FCA

BILL TO
Bethel Police Dept. - AK
PO Box 809
Bethel, AK 99559-0809
USA

SHIP TO
Bethel Police Dept. - AK
157 SALMONBERRY RD
BETHEL, AK 99559
USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
1	M00003	BUNDLE - ACQUISITION	25.00		70,830.00
1	BWCamTAP	Body Worn Camera TAP Bundle	5.00		6,084.00
1	H00001	AB4 Camera Bundle	5.00		4,245.00

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
8	1	80146	AXON BODY - PSO - VIRTUAL STARTER Tax Date 15-Oct-24 Shipment Date:	1.00	0.00	0.00
9	1	100673	AXON EVIDENCE - CONVERSION - BASIC TO PRO Tax Date 15-Oct-24 Shipment Date:	4.00	1,627.20	6,508.80
21	1	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK Tax Date 16-Sep-24 Shipment Date: 09/20/2024	1.00	2.99	2.99
22	1	100681	AXON SIGNAL - SIDEARM SENSOR ONLY Tax Date 16-Sep-24 Shipment Date: 09/20/2024	20.00	269.00	5,380.00

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	For Wire Transfers	For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name: Axon Enterprise, Inc. Account Number: 634912729 Bank Routing No: 122100024 Reference No: INUS289176	Beneficiary: Axon Enterprise, Inc. Account Number: 634912729 Bank Routing No: 021000021 SWIFT Code: CHASUS33 Reference No: INUS289176	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS289176	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS289176

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Your Feedback Matters

Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

Invoice ID	INUS292761
Date	29-Oct-24
Page	2 of 2
Sales Order	
Requisition	
Your Ref	100-61-6100,
Our Ref	, Q-628657,
Payment	Net 30 days
Invoice Account	107863
Terms of Delivery	FCA

BILL TO
Bethel Police Dept. - AK
PO Box 809
Bethel, AK 99559-0809
USA

SHIP TO
Bethel Police Dept. - AK
157 SALMONBERRY RD
BETHEL, AK 99559-9999
USA

***Tax Note**

Ship-to-address Legend*

1 Bethel Police Dept. - AK
157 SALMONBERRY RD
BETHEL, AK 99559-9999
USA

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	**For Wire Transfers**	**For Check Payments Mail To:**	**For Overnight Check Payments Mail**
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS292761	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS292761	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS292761	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS292761

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DEPARTMENT 2018
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Invoice ID	INUS289176
Date	15-Oct-24
Page	2 of 3
Sales Order	
Requisition	
Your Ref	Q-542819,
Our Ref	, Q-542819,
Payment	Net 30 days
Invoice Account	107863
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BILL TO
Bethel Police Dept. - AK
PO Box 809
Bethel, AK 99559-0809
USA

SHIP TO
Bethel Police Dept. - AK
157 SALMONBERRY RD
BETHEL, AK 99559
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
23	1	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK Tax Date 16-Sep-24 Shipment Date: 09/20/2024	20.00	1.00	20.00

Sales Amount		93,070.79
Misc. Charge		0.00
Discount		0.00
Sales Tax		0.00
Total		93,070.79
Credit Amount(s) Applied		0.00
Amount Received		0.00
BALANCE DUE	**USD**	**93,070.79**

Payment Due **14-Nov-24**

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	**For Wire Transfers**	**For Check Payments Mail To:**	**For Overnight Check Payments Mail**
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS289176	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS289176	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS289176	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS289176

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

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Invoice ID	INUS289176
Date	15-Oct-24
Page	3 of 3
Sales Order	
Requisition	
Your Ref	Q-542819,
Our Ref	, Q-542819,
Payment	Net 30 days
Invoice Account	107863
Terms of Delivery	FCA

BILL TO
Bethel Police Dept. - AK
PO Box 809
Bethel, AK 99559-0809
USA

SHIP TO
Bethel Police Dept. - AK
157 SALMONBERRY RD
BETHEL, AK 99559
USA

***Tax Note**

Ship-to-address Legend*

1 Bethel Police Dept. - AK
157 SALMONBERRY RD
BETHEL, AK 99559
USA

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	**For Wire Transfers**	**For Check Payments Mail To:**	**For Overnight Check Payments Mail**
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS289176	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS289176	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS289176	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS289176

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

OKLAHOMA
Office of Management
& Enterprise Services

The State of Oklahoma
by and through the
Office of Management and Enterprise Services

In conjunction with

NASPO
ValuePoint

And

AXON ENTERPRISE, INC.

NASPO ValuePoint Master Agreement Award for Public Safety / Law Enforcement Video Products, Services, and Solutions

Master Agreement Number: OK-MA-145-21-100

You are hereby notified that your response to Solicitation OK-MA-145-21, which opened August 18, 2021 is accepted. The following documents, are incorporated herein by reference and constitute the entire Contract between you and the State: 1) A Participating Entity's Participating Addendum ("PA"); 2) This NASPO ValuePoint Master Agreement Award which includes Exhibit A Terms, Conditions and Exhibit B Service Level Agreement and Exhibit C Price and Cost Proposal; 3) The Request for Proposal; and 4) The Contractors response to the Request for Proposal.

Axon Enterprise, Inc. awarded categories include:

Category 1 – Body Worn Video Cameras and Recording Devices.

Category 2 – Vehicle Mounted Video and Recording Devices.

Category 4 – Interrogation / Interview Room Video and Recording Equipment

Category 5 – Video Storage, Data Security, Software and Peripherals

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Contract to be duly executed intending to be bound thereby.

STATE OF OKLAHOMA **Office of Management and Enterprise Services**	**CONTRACTOR** **Axon Enterprise, Inc..**
By: Amanda L Otis Amanda Otis (Sep 21, 2023 16:02 CDT)	By: DocuSigned by: 55DAEBB131A4424...
Date: 09/21/2023	Date: 9/21/2023 | 12:34 PM MST
Title: State Purchasing Director	Title: VP, Assoc. General Counsel

**Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.*

Master Agreement Number: OK-MA-145-21-100

OKLAHOMA AND NASPO VALUEPOINT MASTER AGREEMENT AWARD

SUMMARY

1. Scope of Work Defined. The goal of this Master Agreement is to provide State(s) requirements for competitive proposals along with value-added solutions which allow State and Local Governments to easily equip their public safety transportation equipment and employees with the best competitive pricing, cutting edge technology, and superior customer services without the need for individual competitive proposals.

   With the volatile speed of technology designs, growing demands and unique customizable configurations, these product categories shall remain flexible and may be redefined during the life of this contract.

   Note: the following items will not be included in this contract award: *Body Armor, LED Light Bars, Public Safety Radios, Radar, and Lidar Equipment.* These items are on separate NASPO ValuePoint Master Agreements.

2. Master Agreement Order of Precedence. Any Order placed under this Master Agreement shall consist of the following documents:

   (1) Participating Entity's Participating Addendum ("PA")
   (2) Oklahoma NASPO ValuePoint Master Agreement Award
      a. Summary
      b. NASPO ValuePoint Master Agreement Terms and Conditions, inclusive of any terms proposed by Contractor and accepted by the Lead State
      c. Oklahoma Terms and Conditions
      d. Service Level Agreement
      e. Price and Cost Proposal
   (3) A Purchase Order issued against the Master Agreement
   (4) The Solicitation; and
   (5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions Contained in Response, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

Master Agreement Number: OK-MA-145-21-100

NASPO ValuePoint

ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract, or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA").

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto.

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement.

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions.

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to dimmish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint

Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms, and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered.

7.6.2 A shipping address and other delivery requirements, if any.

7.6.3 A billing addresses.

7.6.4 Purchasing Entity contact information.

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor.

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 **Warranty.** The Contractor warrants for a period of <u>one</u> year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor’s skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 **Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.

10.5 **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates.

12.2.1.2 specified by the Contractor to work with the Product.

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information, and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor’s key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor’s proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor’s proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days’ written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days’ written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party’s reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements.

14.8.1.2 A material breach of any term or condition of this Master Agreement.

14.8.1.3 Any certification, representation, or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading.

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law.

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof.

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement.

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations.

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating

Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

OKLAHOMA
Office of Management
& Enterprise Services

EXHIBIT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4 The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

A. any Addendum;

B. any applicable Solicitation;

C. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. the terms contained in this Contract Document;

E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;

F. any statement of work, work order, or other similar ordering document as applicable; and

G. other mutually agreed Contract Documents.

2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F. Supplier shall have no right of setoff.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

H. The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than $5,000,000 per occurrence;

E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

11.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

<u>If sent to the State:</u>
State Purchasing Director
5005 North Lincoln Boulevard, Suite 300

Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq*. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

EXHIBIT C

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms ("Information Technology Terms"), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services ("OMES-IS") is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

1.1 **COTS** means software that is commercial off the shelf.

1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.

1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.

1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.

1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

1.8 **Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.

1.9 **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.

1.10 **State CIO** means the State Chief Information Officer or authorized designee.

1.11 **Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

1.12 **Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.

1.13 **Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

2.1 Customer removes the product for which the services are provided, from productive use or;

2.2 The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://omes.ok.gov/services/information-services/accessibility-standards. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at http://eclipse.omes.ok.gov.

6.2 Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

9.1 A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;

9.2 An assignment by the Supplier for the benefit of its creditors;

9.3 A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;

9.4 The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;

9.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;

9.6 The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;

9.7 Supplier's ceasing of maintenance and support of the software; or

9.8 Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

12.1 As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier's signature due to the dissolution of Supplier or Supplier's failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier's agent and Supplier's attorney-in-fact to act for and in Supplier's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

12.3 Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.

12.4 All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

12.5 These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.

12.6 Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.

12.7 Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

12.8 To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

12.9 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.

12.10 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

12.11 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

13.1 If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:
Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.

3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.

3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.

4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.

5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. **Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.

2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).

3. Supplier shall:

a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;

b. Make summary information regarding such procedures available to Customer at Customer's request;

c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. Notices

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.

2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.

4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or though the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information ("CJI"). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency ("CJA") and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix "A" to said Security Policy, "access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI."**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System ("OLETS") which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices "A" & "B";

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices "D", "E", "F" & "H"; and
5. the Supplemental Guidance in Appendices "J" & "K".

This FBI Security Policy is located and may be downloaded at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

EXHIBIT D

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1 The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.

1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

a. January 01 through March 31;

b. April 01 through June 30;

c. July 01 through September 30; and

d. October 01 through December 31.

v. Reports must include the following information:

a. Procuring entity;
b. Order date;
c. Purchase Order number or note that the transaction was paid by Purchase Card;
d. City in which products or services were received or specific office or subdivision title;
e. Product manufacturer or type of service;
f. Manufacturer item number, if applicable;
g. Product description;
h. General product category, if applicable;
i. Quantity;
j. Unit list price or MSRP, as applicable;
k. Unit price charged to the purchasing entity; and
l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

Negotiated Exceptions and Additional Terms
STATE OF OKLAHOMA CONTRACT WITH AXON ENTERPRISE, INC.

RESULTING FROM SOLICITATION NO. OK-MA-145-21

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended to include the terms as set forth below and supersedes all prior terms submitted by **Axon Enterprise, Inc.** discussed by the parties, or the terms in the exhibits or attachments in the NASPO ValuePoint Master Agreement.

Requested Exceptions and Additional Terms not addressed below are declined by the State of Oklahoma.

Term & Section	Language
Exhibit A, NASPO ValuePoint Master Agreement Terms and Conditions, Definitions, Participating Addendum, Section 2.1	**This section is deleted in its entirety and replaced with the following:** **Initial Term.** The initial term of this Master Agreement ~~is for two~~ shall begin on the date of award and run through June 30, 2025. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions ('Terms and Conditions'), Order of Precedence (Section 3.1, pg 3)	**This subsection shall be deleted in its entirety**
Attachment A, Terms and Conditions, Most Favored Customer (Section 5.4.5, pg 7)	**This subsection is deleted in its entirety and replaced with the following provision:** **5.4.5** Contractor shall, within a reasonable period of time of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third party contracts or agreement that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

Attachment A, Terms and Conditions, Pricing (Section 6.1.1 through 6.1.3, pg 8)	**This subsection is deleted in its entirety and replaced with the following provision:** **6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement. **6.1.2** Following the initial term of the Master Agreement~~,~~ any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date. **6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State
Attachment A, Terms and Conditions, Payment (Section 6.2, pg 9)	**This subsection is deleted in its entirety and replaced with the following provision:** **6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the goods are delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
Attachment A, Terms and Conditions, Shipping Terms (Section 8.1.1, pg 11)	**This subsection is deleted in its entirety and replaced with the following provision:** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until delivery to the Purchasing Entity when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
Attachment A, Terms and Conditions, Inspection (Section 9.3.2, pg 12)	**This subsection shall be deleted in its entirety**
Attachment A, Terms and Conditions, Acceptance Testing	**This subsection is deleted in its entirety and replaced with the following provision:** **9.5.1** The Acceptance Testing period will be fifteen (15) calendar days, unless otherwise specified starting from the day after the Product is delivered or, if installed by Contractor, the day after

(Section 9.5.1 through 9.5.5, pg 12)	the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. **9.5.2** If the Product does not conform to specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, reject the Product. **9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. **9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. **9.5.5** Products which are not rejected within the timeframe specified herein shall be deemed Accepted for all purpose under the Agreement. Products which are found to be non-conforming after this timeframe shall be handled in accordance with the Contractor's warranty procedure.
Attachment A, Terms and Conditions, Warranty (Section 10.2, pg 13)	**This subsection is deleted in its entirety and replaced with the following provision:** **10.2 Warranty.** The Contractor warrants for a period of <u>one</u> year upon arrival of the product at the point of delivery (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects in workmanship and materials.
Attachment A, Terms and Conditions, Warranty (Section 10.5, pg 13)	**This subsection is deleted in its entirety and replaced with the following provision:** **10.5 Warranty Period Start Date.** The warranty period will begin upon arrival of the product at the point of delivery.
Attachment A, Terms and	**This subsection is deleted in its entirety and replaced with the following provision:**

Conditions, Conveyance of Title (Section 11.1, pg 14)	**11.1 Conveyance of Title.** Upon delivery to the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
Attachment A, Terms and Conditions, General Indemnification (Section 12.1, pg 14)	**This subsection is deleted in its entirety and replaced with the following provision:** **12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees (the "Indemnified Parties"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any negligent act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement, except to the extent such claim arises out of the gross negligence or willful misconduct of an Indemnified Party.
Attachment A, Terms and Conditions, Intellectual Property Indemnification (Section 13.4, pg 16)	**This subsection is deleted in its entirety and replaced with the following provision:** **13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within thirty (30) days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur which would result in reduction of coverage below limits specified herein.
Attachment A, Terms and Conditions, Records Administration and Audit (Section 14.1.1, pg 17)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it which shall reflect performance and administration of payments and fees; such records shall be those which Contractor maintains in its ordinary course of business. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the

	purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of three (3) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Such audit shall occur only once in any twelve month period at a time and place mutually agreed between the parties during normal business hours.
Attachment A, Terms and Conditions, Confidentiality, Non-Disclosure, and Injunctive Relief (Section 14.2.2.3, pg 17)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
Attachment A, Terms and Conditions, Records Administration and Audit (Section 14.3.1, pg 20)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the written approval of the Lead State. Such approval shall not be unreasonably withheld. For the avoidance of doubt, the Lead State retains the right to terminate or cancel the Contract if this section is violated by Contractor.
Attachment A, Terms and Conditions, Cancellation (Section 14.6, pg 20)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, including for Products delivered on a delayed payment schedule, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and

	audit. Cancellation of the Master Agreement due to Contractor default may be immediate
Attachment A, Terms and Conditions, Default and Remedies (Section 14.8.2, pg 21)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
Attachment A, Terms and Conditions, Limitation of Liability, new Subsection 14.14	**Subsection 14.14 is added to the Contract as follows:** A. To the extent permitted by law, Contractor's cumulative liability to NASPO ValuePoint, Lead State, Participating Entity and any Purchasing Entity for any loss or damage resulting from any claim, demand, or action under this Agreement shall be limited, as applied to each party individually, to the greater of (a) the amount paid by Purchasing Entity to Contractor in the twelve months preceding the claim; or (b) one million dollars ($1,000,000.00) however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory. The foregoing limitation of liability shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations. B. Notwithstanding anything to the contrary in the Agreement, no provision shall limit Contractor's liability for actual direct damages, expenses, costs, actions, claims, and liabilities arising from or related the bad faith, gross negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Contractor or its employees, agents or subcontractors. To the extent permitted by law, Supplier's liability to NASPO ValuePoint, Lead State, Participating Entity Purchasing Entity for damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death, indemnity, security or confidentiality obligations

	under the Contract shall be subject to a limitation of liability of ten million dollars ($10,000,000.00) but only as applied to each party individually. C. In connection with Contractor's performance under the Agreement, Contractor may have access to NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity's personnel, premises, data, records, equipment and other property. Contractor shall use commercially reasonable efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity. . Contractor shall be responsible for damage to such intangible, real or personal property to the extent such damage is caused by its employees' or subcontractors' breach of this Agreement, and shall be responsible for loss of NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity real or tangible personal property in its possession, regardless of cause, but in no case will Supplier's liability exceed ten million dollars ($10,000,000.00) as applied to each party individually. If Contractor fails to comply with NASPO ValuePoint's, Lead State's, Participating Entity's or Purchasing Entity's security requirements, Contractor is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.
Exhibit B, State of Oklahoma General Terms ('General Terms') Order of Precedence (Section 2.2, pg 2 of 29)	**This subsection shall be deleted in its entirety.**
Exhibit B, General Terms, Ordering, Inspection, and Acceptance (Section 6.2-6.4, pg 7 of 29)	**This subsection is deleted in its entirety and replaced with the following provision:** **6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty

	material and workmanship for a warranty period of the greater of ninety (90) days from the date of delivery or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period. Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination within fifteen (15) days of delivery, or such longer time as may be agreed upon between Customer and Supplier. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and repair or replace the Acquisition at Supplier's expense–or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy. **6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract. 6.4 Product warranty and return policies-will not be more restrictive than warranty and return policies for other similarly situated customers for a like product.
Exhibit B, General Terms, Audit and Records Clause (Section 10.1, pg 13 of 29)	**This subsection is deleted in its entirety and replaced with the following provision:** 10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type

	and regardless of whether such items are in written form, in the form of computer data, or in any other form Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer all records relevant to the performance of and amounts charged under the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract. Such audit shall occur only once in the Customer's then current fiscal period and at a reasonable location and time selected by Customer during normal business hours. The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7)years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
Exhibit B, General Terms, Confidentiality (Section 11.3, pg 14 of 29)	**This subsection is deleted in its entirety and replaced with the following provision:** 11.3 Supplier shall report to the Customer within 48 hours or sooner, unless a shorter time is required by applicable law, any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all reasonable costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years that are required by applicable law, all notice-related costs and toll free telephone call center services.

Exhibit B, General Terms, Confidentiality (Section 11.6, pg 14 of 29)	**This subsection is deleted in its entirety and replaced with the following provision:** **11.6** The Supplier shall within 3 business days forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
Exhibit B, General Terms, Assignment and Permitted Subcontractors (Section 13.2, 13.3 pg 16 of 29)	**Subsections 13.2 and 13.3 are deleted in their entirety and replaced with the following provisions:** **13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prompt written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void. **13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide written notice to the State that Supplier has a written agreement with the subcontractor to comply, as applicable, with the terms of the Contract Documents. Supplier agrees that providing the written notice,

	maintaining such an agreement with the subcontractor and obtaining prior written approval by the State of any subcontractor or associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
Exhibit B, General Terms, Limitation of Liability (Section 16.5, pg 20 of 29)	**B. This subsection is deleted in its entirety**
Exhibit B, General Terms, Security of Property and Personnel (Section 24, pg 25 of 29)	**This subsection is deleted in its entirety.**
Exhibit C, State of Oklahoma Information Technology Terms ("IT Terms"), Security Incident (Section 1.9, Page 2)	**Section 9.1 is deleted in its entirety and replaced with the following:** **Security Incident** means the reasonable suspicion of or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
Exhibit C, State of Oklahoma Information Technology Terms ("IT Terms"), Source Code Escrow (Section 1.11, Page 2)	**This subsection is deleted in its entirety and replaced with the following.** **Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, including any derivatives thereof developed after the effective date of the Contract.
Exhibit C, State of Oklahoma Information Technology Terms ("IT Terms"), Source	**This subsection is deleted in its entirety and replaced with the following:** **Source Code Escrow** State and Supplier agree that Supplier will not provide Customer

Code Escrow (Section 9, Page 5)	customized computer software developed or modified exclusively for a state agency or the State under this Contract. Should Supplier and State explicitly agree, in writing, in a separate agreement, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following: **9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer; **9.2** An assignment by the Supplier for the benefit of its creditors; **9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature; **9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date; **9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property; **9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency; **9.7** Supplier's ceasing of maintenance and support of the software; or **9.8** Such other condition as may be statutorily imposed

	by the future amendment or enactment of applicable Oklahoma law.
Exhibit C, IT Terms, Ownership Rights & Intellectual Property Ownership (Sections 11-12, Pages 6-9)	**12 Intellectual Property Ownership** The following terms apply to ownership and rights related to Intellectual Property: **12.1** State and Supplier agree that Supplier will not provide Customer Work Product developed or modified exclusively for a Customer. Supplier and State will address, in a separate written agreement, to the acquisition of Work Product developed or modified exclusively for a Customer. Notwithstanding the foregoing, Customer shall retain Intellectual Property Rights in its own preexisting intellectual property. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier. 12.2 To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non- exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier

	Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product. 12.3 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. 12.4 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such. 12.5 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.
Exhibit C, IT Terms, Change Management (Section 14, Page 10)	**This subsection is deleted in its entirety and replaced with the following:** When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such

	product or service, Supplier shall provide written advance notice of such change as addressed in Axon's Service Offerings Agreement.
Administrative and Technical Response Requirements, Returns Due to User Error. (Section 2.2.11, page 16)	**This subsection is deleted in its entirety and replaced with the following:** Authorized Users may return unopened items ordered in error for up to thirty (30) calendar days from delivery. Authorized Users must identify the product and obtain written agreement from Supplier to return the unopened items. Such agreement shall not be unreasonably withheld. All returns of unopened items should be provided free-of-charge to Authorized User if scheduled at a normal delivery schedule. Otherwise, Authorized Users should be responsible for all costs associated with the preparation and shipment to Suppliers nearest location. No additional charges are allowed, including restocking fees.

Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". The Master Agreement, including this Agreement, govern Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that the Master Agreement acts as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote. The Parties therefore agree as follows:

1 **<u>Definitions</u>**.

"**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 Device**" 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.. Orders are subject to prior credit approval. Shipping dates are estimates only. Typographical errors may occur in any offer by Axon, and Axon reserves the right to notify Agency of the error and to modify or 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.

2 **<u>Intentionally Omitted</u>**

3 **<u>Intentionally Omitted.</u>**

4 **<u>Taxes</u>**. Taxes are addressed in the Participating Entity's or the Participating State's Participating Addendum.

5 **<u>Intentionally Omitted.</u>**

6 **<u>Intentionally Omitted.</u>**

7 **<u>Warranty</u>**.

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

If Agency exchanges a device or part from Axon, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon, to the extent permitted by applicable law, is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

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

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

7.4.1 Intentionally Omitted.

7.4.2 Intentionally Omitted

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to 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 incorporated into this Agreement by reference.

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

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency. Such changes will not reduce functionality of the Axon Device or Service purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Intentionally Omitted**

13 **Intentionally Omitted**

14 **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.

15 **Intentionally Omitted**

16 **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.

17 **Termination**.

17.1 Intentionally Omitted

17.2 Intentionally Omitted

17.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price established in the Master Agreement ("MSRP") and Agency terminates this Agreement before the end of the Term for a reason other than due to Axon's failure to cure a material breach or default then, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Agency may request a termination breakdown of the MSRP charges should Agency chose to termination for convenience. Agency may make a request for this information at any time prior to execution or during the Agreement or after termination. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale as established in the Master Agreement. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 Intentionally Omitted

19 General.

19.1 Intentionally Omitted

19.2 Intentionally Omitted

19.3 Intentionally Omitted

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based any class protected by applicable law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Intentionally Omitted

19.7 Intentionally Omitted

19.8 Intentionally Omitted

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Intentionally Omitted

19.11 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.	Agency:
Attn: Legal	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

19.12 Intentionally Omitted

Axon Cloud Services Terms of Use Appendix

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.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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

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

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

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

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.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy attached hereto as Exhibit E Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 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, or Axon's affiliates; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension but Axon will continue to provide services including security of Agency Content. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

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

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

The Axon Records Subscription Term will end upon the completion of the Axon Records

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

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

13.2 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;

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

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

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

13.6 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

13.7 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.

14 **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.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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

Professional Services Appendix

1 **Utilization of Services**. Intentionally Omitted

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

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

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

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

5 **<u>CEW Services Packages</u>**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

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

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

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

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

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

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

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in conformance with the Master Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 15 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 15 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. To the extent permitted by applicable law, in no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

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

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency will accept or reject the TASER CEW and accessories as provided in Master Agreement.

3 **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 ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP in the Master Agreement for the offered BWC or Dock Upgrade and the MSRP in the Master Agreement 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 in the Master Agreement at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 45 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

9.1 TAP and OSP coverage terminate as of the date of termination.

9.2 Axon will not and has no obligation to provide the Upgrade Models.

9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

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

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment 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.

2 **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 start of the TASER Subscription Term. 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 Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and 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 credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

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

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **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 during the TASER 7 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.

7 **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.

8 **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:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 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.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment 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.
2. **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 start of the TASER Subscription Term. 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 only to the extent permitted by applicable law. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and 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 credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on delivery of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

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.

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 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.

Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with necessary access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

7 **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.

8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

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

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

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

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

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

4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

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

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

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

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, 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 Cloud Services Terms of Use Appendix also apply to Portal Content.

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

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

   If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage. For clarity, Axon will divide the annual subscription cost by the number of months that have passed. Axon will utilize full months that have passed, partial months will not be counted. For example, if six (6) months have passed then Agency will only owe for six (6) months.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;

3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;

3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;

3.4 use trade secret information contained in Virtual Reality Content;

3.5 resell, rent, loan or sublicense Virtual Reality Content;

3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or

3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Intentionally Omitted**

Axon Commander™ Software Appendix

5 **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

6 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

7 **License Restrictions**. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
7.5 use trade secret information contained in Commander;
7.6 resell, rent, loan or sublicense Commander;
7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

8 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

9 **Termination**. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Axon Application Programming Interface Appendix

1 **Definitions**.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License**.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

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

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

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9 make available to a third-party, any token, key, password or other login credentials to API Service;

4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content**. All content related to API Service, other than Agency Content or Agency's API Client

content, is considered Axon's API Content, including:

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

5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3 the structure of and relationship of API Service resources; and

5.4 the design of API Service, in any part or as a whole.

6 **<u>Prohibitions on API Content</u>**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3 misrepresent the source or ownership; or

6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **<u>API Updates</u>**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

1 **Definitions**.

"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1 A Full-Time ASE will work on-site four (4) days per week.

2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new devices
Account Maintenance • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy • Coordinating bi-annual voice of customer meetings with Axon's Device Management team • Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance • Conducting remote training on new features and devices for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon devices • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy • Coordinating bi-yearly Voice of Agency meetings with Device Management team • Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

Public Safety/Law Enforcement Video Products, Services and Solutions
Attachment D - Pricing Template

CATEGORY DISCOUNTS

1. BASELINE PRICING
Identify Baseline/List pricing Utilized

Axon Enterprise, Inc.
2021 Pricing
United States

2. CATEGORY DISCOUNT
In space provided below, list the discount percentage you will be bidding for each category of products.
If offering a range of discount, i.e., 10 - 80%, only the lowest discount will be evaluated.

CATEGORY:	DISCOUNT
CATEGORY 1 - BODY WORN VIDEO AND RECORDING	1.25% - 10% (Based on volume, see below)
CATEGORY 2 - VEHICLE MOUNTED VIDEO AND RECORDING	1.25% - 10% (Based on volume, see below)
CATEORY 3 - AUTOMATED LICENSE PLATE READERS AND RECORDING	N/A - Axon is not proposing this Category.
CATEGORY 4 - INTERVIEW ROOM VIDEO AND RECORDING	No Discount Offered
CATEGORY 5 - VIDEO STORAGE, SECURITY, SOFTWARE, AND PERIPHERALS	No Discount Offered

3. VOLUME DISCOUNTS

CATEGORY:	Volume	DISCOUNT
CATEGORY 1, Hardware Discount	1-50 Units	1.25%
	50-249	2.50%
	250-499	5%
	500+	10%
CATEGORY 1, Discount on Unlimited Licenses	No minimum	5%
CATEGORY 2, Bundle Discount	1-50 Units	1.25%
	50-249	2.50%
	250-499	5%
	500+	10%

4. ADDITIONAL DISCOUNTS OFFERED

CATEGORY:		DISCOUNT

Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (**SLA**) identifies the Axon Evidence Service Offerings and the expected level of services between Axon[1] (**Axon, us** or **we**) and users of Service Offerings (**Customer** or **you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: https://www.axon.com/products/axon-evidence/maintenance-schedule.

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.
- **"Downtime"** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. "Downtime" does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **"Incident"** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **"Maximum Available Minutes"** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **"Monthly Uptime Percentage"** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **"Scheduled Downtime"** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **"Service Month"** means a calendar month at Coordinated Universal Time (UTC).
- **"Service Credits"** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **"Service Offerings"** means all Axon Evidence services provided by Axon pursuant to this SLA.

[1] "Axon" refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.

- **"Unavailable"** and **"Unavailability"** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (https://www.axon.com/contact)including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: https://www.axon.com/products/axon-evidence/maintenance-schedule.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.
- For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update

their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in “Scheduled Routine Maintenance”.

Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*. Axon reserves the right to change this schedule, provided that changes shall be posted on Axon’s Cloud Services Maintenance Schedule athttps://www.axon.com/products/axon-evidence/maintenance-schedule:

DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)*	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.
** Maintenance performed on UK and AU a week after the fourth Tuesday of each month
*** Time period includes time on Wednesday in UTC
**** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.

Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.

Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

- "**Business Day**" means Monday to Friday 08:00 – 17:30, excluding public holidays.
- "**BOD**" means the Board of Directors
- **"Incident"** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **"Targeted Response Time"** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the *"Axon Customer Support Solution".*
- **"Targeted Resolution Time"** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon's reasonable control.
- "**Workaround**" means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: https://my.axon.com

Telephone:

US & Canada: 800-978-2737
UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com
Germany: support-dach@axon.com
Rest of EMEA: customerservice@axon.com or support@axon.com

Incident Classifications and Response Times

Incident Classification	Description	Targeted Response Time	Targeted Resolution Time	Customer Response Commitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time-sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization	

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as “Severity 1”. For example: Critical and High would be classed as a “Severity 1” Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties’ management, during which time the parties shall continue to handle the Incident support in accordance with Axon’s severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	**Basic technical or commercial issues - Non-time critical**	None	Less than 6 hours	Less than 1 business day
Tier 2	**Advanced technical or commercial issues - Non-time critical.**	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	**Technical or commercial issues - Time critical**	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".

Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. *TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.*

AXON CLOUD SERVICES PRIVACY POLICY

Last Updated: August 9th, 2021

*This Axon Cloud Services Privacy Policy ("**Policy**") applies only to the information that Axon Enterprise, Inc. ("**Axon**") collects and you or your employer (collectively, "**Customer**") provide to Axon in connection with Customer's use of Axon Cloud Services (as defined below). Axon's marketing sites and other public websites are governed by the Axon Privacy Policy. Usage of Axon Citizen is governed by the Axon Citizen Privacy Policy.*

Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

Axon complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework ("Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States in reliance on Privacy Shield. Axon has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If any conflict exists between the terms of this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit https://www.privacyshield.gov/.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understand this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of

Axon Cloud Services will signify Customer's agreement and acceptance to any such changes.

Definitions

- "**Axon Cloud Services**" means Axon's web services hosted on evidence.com including **Axon Evidence**, **Axon Records,** and **Axon Dispatch**, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- "**Axon Products**" means:
  (1) Axon Cloud Services;
  (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "**Axon Devices**");
  (3) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "**Axon Client Applications**"); and
  (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.
- "**Customer Data**" means:
  (1) "Customer Content", which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer ("Evidence"); and
  (2) "Non-Content Data", which means:
  (a) "Customer Entity and User Data", which means Personal Data and non-Personal Data regarding Customer's Axon Cloud Services tenant configuration and users;
  (b) "Customer Entity and User Service Interaction" Data which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
  (c) "Service Operations and Security Data", which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
  (d) "Account Data", which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud

Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and (e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

For purposes of clarity, Customer Content does not include Non-Content Data, and Non-Content Data does not include Customer Content.

- **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- **"Data Exporter"** means the Data Controller who transfers the Personal Data.
- **"Data Importer"** means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country's system ensuring adequate protection with in the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament ("**GDPR**")
- **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- **"Sub-processor"** means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

Axon's Role

Axon is a Data Processor of Customer Content. Customer controls and owns all right, title, and interest in and to Customer Content and Axon obtains no rights to the Customer Content. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content. Customer grants Axon limited access to Customer Content solely to provide and support Axon Cloud Services to and for Customer and Customer's end-users. Customer represents and warrants to Axon that: (1) Customer owns Customer Content; (2) and Customer Content, and Customer's end-users' use of Customer Content and Axon Cloud Services, does not violate this Policy or applicable data protection laws and regulations.

Axon may also collect, control, and process Non-Content Data. Axon is a Data Controller for Non-Content Data. Axon collects, controls, and processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes. With Non-Content Data, Axon may analyze and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

Data Collection and Processing Activities

CUSTOMER CONTENT

Axon will only use Customer Content to provide Customer Axon Cloud Services. Axon will not use Customer Content for any advertising or similar commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the Axon Evidence Maintenance Schedule. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule. Changes to Axon Cloud Services may increase the capabilities of the service and ways in which Customer Content can be processed.

NON-CONTENT DATA

Non-Content Data includes data, configuration, and usage information about customer's Axon Cloud Services tenant, Axon Devices, Axon Client Applications, and users that is transmitted or generated when using Axon Products. Non-Content Data includes the following:

Customer Entity And User Data

Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Cloud Services tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

Axon uses Service Operations and Security Data to provide service operations and monitoring.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.

Support Data

Axon uses Support Data to resolve Customer’s support incident, and to operate, improve, and personalize Axon Products. If Customer shares Customer Content to Axon in a support scenario, the Customer Content will be treated as Support Data but will only be used for resolving support incidents. Axon currently does not possess the capability to automatically delete Support Data from our support ticketing system. However, Axon is able to delete tickets that includes Support Data upon Agency's data deletion request via email to customerservice@axon.com. Legal restrictions may prevent Axon from deleting certain data temporarily.

Axon may provide support through phone, email, or online chat. With Customer’s permission, Axon may use Guest Access (“GA") to temporarily navigate Customer’s Axon Cloud Service's tenant to view data in order to resolve a support incident. Phone conversations, online chat sessions, or GA sessions with Axon support professionals may be recorded and/or monitored.

Server and Data Location

CUSTOMER CONTENT

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account in Axon Cloud Services, Customer determines where Axon will store Customer Content by designating an economic area.

REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Texas, United States
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland *Starting Q2 2021, new customers will not be added to this region
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure and Amazon Web Services	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas & Virginia, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure	Washington & Wyoming, United States

Axon ensures that all Customer Content in Axon Cloud Services remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer's Axon Cloud Services URL. Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

NON-CONTENT DATA

Customer Entity and User Data

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

Account Data and Support Data

Account and Support data is located is in the United States and may be located in Customer's selected economic area for Customer Content.

Information Sharing

Axon may transfer data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Products as described in “Data Collection and Processing Activities” section of this Policy.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content.

Customer consents to the transfer of Customer Content to Axon's Sub-processors for the purpose of storing Customer Content. Such Sub-processors responsible for storing Customer Content are contracted by Axon for data storage services. Ownership of Customer Content remains with Customer.

Axon may hire Sub-processors to provide or enhance Axon Products on its behalf. Axon will only permit any such Sub-processors to obtain Customer Content from Axon Cloud Services to deliver services to Axon and will be prohibited from using Customer Content for any other purpose. Axon may engage new Sub-processors. Axon will give Customer notice (by updating the website) of any new Sub-processor.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

Under Privacy Shield's “Onward Transfer Principle”, Axon remains responsible for personal data that may be shared with Axon's Sub-processors.

Customer can transfer data from Axon Cloud Services to third parties. Customer must ensure data sharing agreements are in place with third parties to protect data throughout its lifecycle.

Axon Sub-Processors

Understand the server locations, data processed, and functions performed.
Axon maintains an up-to-date list of the names and locations of all Sub-processors. This list is below.

If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process personal data in connection with the provision of your service.

You can subscribe to receive email notifications for changes to Axon Cloud Services Sub-processor(s) by submitting a request here.

For a complete list of Axon Sub-Processors, click here.

TELECOMMUNICATION SUB-PROCESSORS

Axon Body 3 includes embedded cellular technologies used to connect to telecommunication networks in order to provide connectivity between Axon Body 3 and Axon Cloud Services. Cellular technologies enable Axon Aware services. Customer's Axon Body 3 cameras will send data to the respective Axon Cloud Services region selected telecommunications providers as needed to enable cellular connectivity. Data includes Personal Data, such as location data. For Axon Body 3, Axon manages all cellular registration and account management associated to the cellular subscription. Personal Data of Customers is not collected by Axon or telecommunications providers for the purposes of cellular account management.

Outlined below is the telecommunication sub-processors. In regions where there are more than one telecommunication sub-processor, Axon will manage customers' Axon Body 3 cellular registration.

REGION CODE	ECONOMIC AREA	TELECOMMUNICATION SUB-PROCESSORS
AU	Southeast Asia	Telstra
LA	South America	TBD / TBA
CA	Canada	Telus
EU/EUR	European Union	T-Systems
UK	United Kingdom	BTEE
US	United States	Verizon and AT&T (FirstNet)
US	United States (Federal Region)	Verizon and AT&T (FirstNet)
ENT	Global	Verizon and AT&T (FirstNet)

Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

Required Disclosures

Axon will not disclose Customer Content except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Content so Customer may file an objection with the court or administrative body.

Customer's Access and Choice

Customer Content

Customer can access Customer's tenant to manage Customer Content.

Non-Content Data

Within the scope of Axon's authorization to do so, and in accordance with Axon's commitment under the Privacy Shield, Axon will work with Customers to provide access to Personal Data about Customer that Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Cloud Services you desire to update Personal Data you have shared with us, change your mind about sharing Personal Data with us, desire to cancel your Customer account, or request that Axon no longer use provided Personal Data to provide you services, please contact us at privacy@axon.com. We will retain and use Personal Data for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Certain data processing is determined by Customer based on Axon Product usage, Customer network or device configuration, and administrative settings made available with Axon Cloud Services or Axon Client Applications:

Axon Body 3 WiFi Positioning

Axon Body 3 cameras offer customers a feature to enhance location services where GPS/GNSS signals may not be available, for instance within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. When WiFi Positioning is enabled, Non-Content and Personal Data including location, device and network information data will be sent to Skyhook Holdings, Inc (Skyhook) to facilitate the WiFi Positioning functionality. Skyhook will act as both a data sub-processor (as reflected in this policy) and as a data controller. Skyhook becomes a data sub-processor for Axon when Skyhook processes data from Axon Body 3 devices to determine a location. Skyhook acts a data controller when it collects data sent from Axon Body 3 cameras to maintain their services and to develop new products, services or datasets. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

Client Push Notifications

Axon Products leverage push notification services made available by mobile operating system providers (i.e. Google’s Cloud Messaging and Apple’s Push Notification Service to deliver functional notifications to client applications. Push notification services can be managed by leveraging notification settings made available in both mobile applications and the mobile operating system.

User Analytics

Customers can opt-out of user analytics tracking on Axon Cloud Services by disabling cookies or preventing Customer's browser or device from accepting new cookies. To prevent data from being collected by Mixpanel, network or device access to *.mixpanel.com should be blocked

Service Support

Mobile client application crash analytics are used provide Axon personnel insight to crashes when using Axon client applications. To opt out of crash reporting, network or device access to *.crashlytics.com should be blocked.

Geolocation Services

Geolocation services are critical to proper user functionality of many of Axon products. However, customers can chose to opt out of mapping and geolocation functionality by blocking network or device access to *.mapbox.com and *.arcgisonline.com

Data Security Measures

Axon is committed to help protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

CONFIDENTIALITY

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

INTEGRITY

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm (“SHA”) checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

AVAILABILITY

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

ISOLATION

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer’s Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

PERSONNEL

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company’s guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

NOTIFICATION

If Axon becomes aware that Customer Data has been accessed, disclosed, altered, or destroyed by an unlawful or unauthorized party, Axon will notify relevant authorities and affected customers.

Within 48 hours of an incident confirmation, Axon will notify Customer administrators registered on Axon Cloud Services. Authorities will be notified through Axon's established channels and timelines. The notification will reasonably explain known facts, actions that have been taken, and make commitments regarding subsequent updates. Additional details are available in the Axon Cloud Services Security Incident Handling and Response Statement.

Data Portability, Migration, and

Transfer Back Assistance

DATA PORTABILITY

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

DATA MIGRATION

In the event Customer's access to Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, may delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

POST-TERMINATION ASSISTANCE

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

Data Retention, Restitution, and Deletion

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within. Axon's data retention policies relate to Axon's Non-Content data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon product and services and in accordance with applicable regulations. As outlined below, Customer is responsible for adhering to its own retention policies and procedures.

Evidence Retention

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, customer controls the retention and deletion of its Evidence within Axon Cloud Services. Axon Cloud Services can automate weekly messages summarizing upcoming agency-wide deletions to all customer Axon Cloud Services administrators. Customer users can receive a weekly message regarding Evidence uploaded within their user account to protect against accidental deletions. Customer can recover Evidence up to 7 days after Customer queues such Evidence for deletion. After this 7-day grace period, Axon Cloud Services initiates deletion of Evidence. Data deletion processing may occur asynchronously across storage systems and data centers. During and after data deletion processing, Evidence will not be recovered or recoverable by any party.

Accountability

As outlined herein, Axon is committed to maintaining compliance with relevant security and privacy standards to ensure the continued security, availability, integrity, confidentiality, and privacy of Axon Cloud Services and Customer Data stored within.

In addition to the security efforts outlined herein, Axon will maintain its ISO/IEC 27001:2013 certification or comparable assurances for Axon Cloud Services. Customers may review the certificate.

Social Media Publishing

Axon provides social media features that enable Customer's and their end users ("Users") to share Customer Content directly from the Evidence Detail page in Axon Evidence to social media websites ("Publish to Social Media Feature"). For example: when a User uploads a video directly to YouTube from Axon Evidence. This may include Customer Content such as video, audio, images or other types of media or multimedia; and the title, description and tags associated with those media. Customer Axon Evidence administrators can manage the enablement of this feature, for all Users, within the administrative functions of Axon Evidence. The use of this feature by Users may result in the collection or sharing of information about them, depending on the feature. The privacy and security practices of the social media website is not covered by this Policy, and Axon is not responsible for, or makes attestations regarding, their privacy or security practices. When Users enable the Publish to Social Media Feature, and/or publish content to a social media website using this feature, they acknowledge and agree to be bound by the terms of service and privacy policy(s), if applicable, of the social media website in which the Customer Content is published to. Axon encourages Users to review the terms of service and privacy policy(s) of the social media website, to make sure they understand the data that may be collected, used, and shared by the website.

- **Google LLC, (YouTube API Services)**: Axon uses YouTube's API services in connection with our Publish to Social Media Feature. When Users link, connect, or login ("Connect") their Google account(s) with Axon Evidence, they are agreeing to be bound by the YouTube Terms of Service (https://www.youtube.com/t/terms). In addition, they are directing Google to send Axon data as controlled by Google or as authorized by the User via their privacy settings at Google. Through YouTube's API services, Axon only accesses, collects, and stores a token which Axon uses to Connect the associated Google account(s) with Axon Evidence. The token is only used to enable a user to upload a video to YouTube and is not shared with external parties. Axon does not obtain or store the associated Google account(s) login credentials, through YouTube's API services.

Google has settings that list which apps can connect to a Google account(s). When Users Connect an associated Google account(s) to Axon Evidence, Axon Evidence gets authorized in these settings as a connected site or app. If Users remove Axon Evidence from these settings, its access to the account is revoked. Users may revoke this access at any time by following the instructions here: https://help.axon.com/hc/en-us/articles/360052689392-Removing-Axon-Evidence-Access-to-Your-YouTube-Account. Revoking Axon Evidence access will prevent Users from publishing videos to YouTube from Axon Evidence.

Axon encourages Users to review YouTube's Terms of Service (https://www.youtube.com/t/terms) and Google's Privacy Policy (http://www.google.com/policies/privacy) to make sure they understand the data that may be collected, used, and shared by Google.

Insurance

Axon will maintain, during the term of the Agreement, a cyber-insurance policy and will furnish certificates of insurance following Customer's written request.

How to Contact Us

Axon commits to resolve complaints about Customer privacy and use of Axon Products. Complaints surrounding this Policy can be directed to Customer's local Axon representative or privacy@axon.com. If Customer has any questions or concerns regarding privacy and security of Customer Content or Axon's handling of Customer's Personal Data under Privacy Shield, please contact privacy@axon.com.

If Customer is an EU citizen and we are unable to satisfactorily resolve any complaint relating to the Privacy Shield, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact the relevant EU Data Protection Authorities (DPAs) or the Swiss Federal Data Protection and Information Commissioner (FDPIC). In certain circumstances, the Privacy Shield provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in Annex I to the Privacy Shield Principles in each of the Privacy Shield Frameworks. Axon is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

Introduced by:
Introduction Date:
Public Hearing Date:
Action:

CITY OF BETHEL, ALASKA

ORDINANCE 24-16

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 4.04.080, BUDGET CONTROL, TO ELIMINATE THE $12,500 INTRADEPARTMENTAL LINE-ITEM TRANSFER THRESHOLD

WHEREAS, Bethel Municipal Code 4.04.080 currently requires that intradepartmental transfers from one line item to another in a department's budget (excluding personnel) may not exceed $12,500 without Council approval;

WHEREAS, it is more efficient for municipal operations, and does not adversely impact the finances of the City, if intradepartmental line-item transfers can be made with City Manager approval as long as there are sufficient funds in the total budgeted expenditures of the department (excluding personnel).

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA,

Section 1. **Classification.** This ordinance is permanent in nature and shall be placed in the Bethel Municipal Code.

Section 2. Amendment. Bethel Municipal Code 4.04.080 is amended, old language is stricken, and new language is underlined.

4.04.080. Budget -- Control.

Budgetary control is exercised at the departmental level. The city manager may approve intradepartmental transfers of appropriated funds not directed to personnel services and only to the extent such transfers do not exceed **the total budgeted expenditures of the department, excluding personnel**. ~~twelve thousand five hundred dollars ($12,500)~~. Any supplemental appropriations that amend the total budgeted expenditures of any department and all interdepartmental transfers of appropriated funds shall be by ordinance. The request for any supplemental appropriation shall be submitted to the council as soon as the city manager becomes aware that the total expenditure for any line item has exceeded or is planned to exceed

<u>the total budgeted expenditures of the department, excluding personnel</u>. ~~the budgeted expenditure for that line item by twelve thousand five hundred dollars ($12,500). The city manager must notify council of any line item transfer within a department in an amount equal to or greater than five thousand dollars ($5,000), but less than twelve thousand five hundred dollars ($12,500).~~

<u>SECTION 3. Effective Date</u>. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS ___________ DAY OF ________ 2024, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

ATTEST:

____
Rose Henderson, Mayor

____
Kevin Morgan, Acting City Clerk

Introduced by: City Manager Strickler
Introduction Date: December 19, 2024
Public Hearing: January 14, 2025
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #24-17

AN ORDINANCE BY THE BETHEL CITY COUNCIL ESTABLISHING A PAY GRADE, JOB TITLES, AND COMPENSATION PLAN FOR NON-UNION-REPRESENTED CITY EMPLOYEES

WHEREAS, the City recognizes the importance of having an equitable and competitive compensation package to attract and retain highly qualified leaders, and which reflects the complexity, responsibility, and impact of executive roles;

WHEREAS, after evaluating the responsibilities of key leadership positions, Administration is requesting an amendment to the Pay Grade Classification Plan;

WHEREAS, the roles of Director of Finance, Director of Public Safety, and Director of Public Works require specialized expertise, certifications, and a high degree of responsibility in managing critical infrastructure, finances, and technical operations;

WHEREAS, a market analysis indicates that compensation adjustments are necessary to align the salaries of these positions with regional and industry standards for similar roles;

WHEREAS, the positions of City Clerk, City Planner, and Human Resources Director remain critical to the City's operations, and their existing pay classifications remain competitive and appropriate for their respective duties;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the following schedule of Pay Grades, Job Titles, and Compensation Plan be used to classify and compensate non-union-represented City employees.

Section 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

Introduced by:	City Manager Strickler
Introduction Date:	December 19, 2024
Public Hearing:	January 14, 2025
Action:	
Vote:	

Section 2. Adoption. The Bethel City Council amends Bethel Municipal Code 3.12.070 Administration and Maintenance of the Classification Plans. New language is underlined, old language is stricken.

3.12.070 Classification Plan

Pay Grade/Job Title
M1
~~Assistant Finance Director~~ Deputy City Clerk
M2
City Clerk City Planner ~~Director Finance~~ <u>Deputy Director of Public Safety</u> <u>Deputy Finance Director</u> Director Human Resources Director Information Technology Services <u>Director of Parks and Recreation</u> ~~Director Public Works~~ ~~Fire Chief~~ ~~Police Chief~~
M3
City Attorney <u>Director of Finance</u> <u>Director of Public Safety</u> <u>Director of Public Works</u>
M4
City Manager

Section 3 Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS 14th DAY OF JANUARY 2025, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

____
Rose Henderson, Mayor

____
Lori Strickler, City Clerk

JOB DESCRIPTION

JOB TITLE:	Director Public Safety	**FLSA:**	Exempt
DEPARTMENT:	Public Safety	**GRADE:**	
REPORTS TO:	City Manager	**DATE:**	10/24/2024

SUMMARY:
Administers a comprehensive Public Safety function for the City, including law enforcement, fire protection and prevention, emergency medical and rescue response, community service patrol and 911 service dispatch. Serves as a board member of the State of Alaska "High Intensity Drug Trafficking Areas" and an ex-officio member of the City of Bethel Public Safety and Transportation Commission.

ESSENTIAL FUNCTIONS:
This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department.
- Ensures department's activities are in compliance with applicable regulations and requirements; works closely with the Alaska Police Standards Council and the Alaska Fire Standards Council; monitors developments and legislation related to departmental matters, evaluates their impact upon City operations, recommends, and implements policy and procedural improvement.
- Develops, prepares, and oversees the capital and operating budgets' preparation and administration of the department's budgets.
- Performs as the City's emergency management coordinator; directs the preparation and update of the City's Emergency Response Plan. Supervises major emergencies, critical incidents, tactical situations and post-emergency investigations; responds to major incident scenes and takes command when appropriate; deconflicts responsibilities and functions in multi-unit or agency responses.
- Serves as Chief within the operational hierarchy.
- Reviews, corrects and closes police and or fire cause investigations and reports as required; oversees fire code and ordinance enforcement; assists the State Fire Marshal's officer with inspections and investigation as necessary.
- Reviews criminal cases and assignments, incident responses, and 911 communications; identifies policy and compliance issues and proposes solutions.
- Represents the City in meetings with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.

- Represents the Department and City at court hearings; prepares reports requested and subpoenaed by the courts; testifies in court cases.
- Directs collection, preparation, and handling of evidence and personal property of prisoners.
- Recruits, interviews and recommends the selection of staff; analyzes staff training needs and provides for their training and professional development; ensures effective morale, productivity and discipline of department staff.
- Serves as City Manager's backup upon activation of the Emergency Operations Center.
- Serves as Transportation Inspector and performs duties as outlined in the Bethel Municipal Code in support of the program.
- Presents education and information programs through community and school awareness projects; teaches and counsels those within the community on public safety and victim's rights' activities, programs and referral resources.
- Assists and coordinates with Federal, state and local law enforcement and emergency services organizations, other City departments, and community stakeholders
- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.
- Purchases necessary supplies in accordance with Bethel Municipal Code and state statutes.
- Performs strategic and long-range planning for department growth.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in criminal justice, business or public administration or a related field; AND six (6) years' of police command experience; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- Certified as a Police Officer by the State of Alaska Police Standards Council.

Required Knowledge and Skills

Required Knowledge:

- Concepts, principles and practices of law enforcement management, rules of evidence, techniques and procedures, criminal and traffic codes.
- Criminal justice and court systems, protocols and procedures in the State of Alaska.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the management of employees through multiple levels of supervision.
- Principles and practices of budget development and administration.
- Principles and procedures related to contract and grant management procedures.
- Investigative and interrogative procedures and techniques.
- Current trends in strategy and tactics for management and deployment of personnel and equipment in emergency response.
- Principles and practices of developing teams, motivating employees and managing in a team

environment.
- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications and systems related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:
- Planning, organizing and managing comprehensive and varied public safety and emergency response functions.
- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Assuming command-level responsibilities and making appropriate decisions, while assuring compliance with governing laws, policies and procedures.
- Establishing and maintaining cooperative working relationships with law enforcement, fire, criminal justice and other stakeholder agencies.
- Assessing and prioritizing multiple tasks and projects, delegating, and assessing appropriate levels of oversight.
- Interpreting, analyzing, and developing solutions related to complex public safety and emergency management issues.
- Safely using and maintaining competency with a variety of firearms and specialized law enforcement equipment.
- Exercising controlled discretion and communications; ability to mediate difficult situations.
- Effectively communicating with and responding to inquiries from management, citizens, law enforcement, emergency response and related agencies.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Using tact, discretion and prudence in working with those contacted in the course of the work.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit, stand, walk for extended periods of time; agility to traverse uneven terrain; strength to lift and carry up to 50 pounds; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:

Work is performed in an office and field setting.
Travel required to locations throughout the City; exposure to adverse environmental conditions, bio-hazards, and life-threatening conditions.

JOB DESCRIPTION

JOB TITLE:	Deputy Director Public Safety	**FLSA:**	Exempt
DEPARTMENT:	Public Safety	**GRADE:**	
REPORTS TO:	Director Public Safety	**DATE:**	10/24/2024

SUMMARY:
The Deputy performs professional level work assisting the Director in meeting the Department's functions and goals. Under the supervision of the Public Safety Director, the Deputy oversees the administrative functions of the department, to include budget, resource allocation, compliance and personnel training and development.

ESSENTIAL FUNCTIONS:
This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Assists the Director in the development of goals, objectives, policies, procedures and work standards for the department; contributes to strategic and long-range planning for department growth.
- Coordinates the preparation of reports, grants, and other operational documents.
- Assists the Director in ensuring the department's activities are in compliance with applicable regulations and requirements; monitors developments and legislation related to departmental matters, evaluates their impact upon City operations, recommends policy and procedural improvement.
- Contributes to the preparation of the department's various operating budgets'; assists with budget administration; purchases necessary supplies in accordance with the budget, Bethel Municipal Code and state statutes.
- Develops and maintains collaborative relationships with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.
- Presents education and information programs through community and school awareness projects; teaches and counsels those within the community on public safety and victim's rights' activities, programs and referral resources.
- Assists with the recruitment, training and professional development of staff.
- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in criminal justice, business or public administration or a related field; AND two (2) years' of experience administering public safety operations; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- Ability to obtain clearance from the Alaska Public Safety Information Network (APSIN)

Required Knowledge and Skills

Required Knowledge:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation.
- Principles and practices related to the development and administration of budgets and grants.
- Principles and procedures related to contract and grant management procedures.
- Principles and practices of developing teams, motivating employees and managing in a team environment.
- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications and systems related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:

- Planning, organizing and managing comprehensive and varied public safety functions.
- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Assessing and prioritizing multiple tasks and projects, delegating, and assessing appropriate levels of oversight.
- Interpreting, analyzing, and developing solutions related to complex public safety and emergency management issues.
- Effectively communicating with and responding to inquiries from management, citizens, law enforcement, emergency response and related agencies.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit, stand, walk for extended periods of time; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:
Work is performed in an office setting; travel required to locations throughout the City.

JOB DESCRIPTION

JOB TITLE:	Director Community Parks & Recreation	**FLSA:**	Exempt
DEPARTMENT:	Community Parks & Recreation	**GRADE:**	
REPORTS TO:	City Manager	**DATE:**	

SUMMARY:

Plans, organizes and administers indoor and outdoor recreation programs and activities that meet the needs of residents, including the maintenance of all recreation facilities and properties.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Develops and directs the implementation of goals, objectives, policies.
- Supervises the daily operation of the Yukon Kuskokwim Fitness and Community Center, outdoor playgrounds, and other City-managed recreational spaces, to include programming and scheduling.
- Develops organizational structures for all seasonal staff and volunteers to meet department and program goals.
- Recruits, interviews and recommends the selection of staff; analyzes staff training needs and provides for their training and professional development.
- Develops, prepares, and oversees the Community Park & Recreation Department capital and operating budgets. Directs the expenditures of same.
- Oversees the collection and accounting of user fees.
- Maintains all reports and records including revolving accounts and enterprise funds for programs, areas, facilities and services.
- Purchases necessary supplies in accordance with Bethel Municipal Code and state statutes.
- Performs strategic and long-range planning for department growth.
- Assesses the performance of the Community Park & Recreation Department in relation to established goals and changing needs of the community.
- Serves as the primary staff/ex officio member for the Community Park & Recreation Committee.
- Directs and arranges the maintenance of recreation land in conjunction with the Department of Public Works.
- Encourages and maintains cooperative planning and working relationships with local and community groups, including organized sports groups, media, and other community stakeholders

ESSENTIAL FUNCTIONS: (continued)

- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in recreation, physical education, or a closely related field; AND two (2) years' experience managing recreational programming; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- CPR and First Aid certification; OR completed within one year of hire.
- American Red Cross Lifeguard Certification; OR completed within one year of hire.

Required Knowledge and Skills

Required Knowledge:

- Concepts, principles and practices of recreation programming.
- Operation and maintenance of recreation equipment, materials, tools and related resources.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the management of employees through multiple levels of supervision.
- Principles and practices of budget development and administration.
- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:

- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Using tact, discretion and prudence in working with those contacted in the course of the work.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit for extended periods of time; strength to lift and carry up to 10 pounds; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:

Work is performed in an office setting.
Travel required to locations throughout the City; exposure to adverse environmental conditions.

City of Bethel Action Memorandum

Action memorandum No.	25-01		
Date action introduced:	January 14, 2025	Introduced by:	Mayor Henderson
Date action taken:		Approved	Denied
Confirmed by:			

Title: Appointment and re-appointment of Committee and Commission Members for a term of three years.

To maintain staggered terms, the term expiration date for appointments will be December 31, 2027 unless otherwise stated.

Attachment(s): None Attachment(s): none

Amount of fiscal impact:		**Account information:**
x	No fiscal impact	

Planning Commission

Alex Wasierski has applied for re-appointment; term expiration is December 31, 2027.

Community Parks and Recreation Committee

Jessica Pew has applied for re-appointment; term expiration is December 31, 2027.

City of Bethel Action Memorandum

Action memorandum No.	25-02		
Date action introduced:	January 14, 2025	Introduced by:	Council Member Springer
Date action taken:	January 14, 2025	Approved	Denied
Confirmed by:			

Title: Approve City Council Member Travel to Juneau for Alaska Municipal League Winter Conference.

Attachment(s): Council Travel Policy Resolution 20-03

Amount of fiscal impact:		**Account information:**
Per Traveler Estimate for AML Winter Conference $2,994.00 Additional Estimate for Council Member Springer $1,486		100-52-6060 Current balance for Council Travel and Training $13,328.98

The Alaska Municipal League (AML) will be holding their winter conference February 18-20, 2025 (travel dates February 17-21). City representatives use this travel as an opportunity to:

- Hear from State agency officials
- Learn more about current legislation and activities
- Visit with legislators and legislative staff
- Address priority issues
- Contribute to AML's legislative strategy
- Advance AML's legislative priorities
- Learn more about specific topics relevant to municipal government
- Connect AML members with legislators and administration officials

The AML meetings consist of the AML Board of Directors Meeting, Mayor's Meeting and a Legislative Meeting. Mayor Henderson will be attending the Alaska Conference of Mayor's Meeting, Council Member Springer will be attending the Alaska Municipal League Board Meetings, as a Board member. AML will not be reimbursing any travel costs.

Currently, the estimated travel for the Mayor Henderson and Council Member Springer is 4,994. This is expected to lower the amount of available travel funds to approximately 8,325.

In accordance with Resolution 20-03, additional travelers would need to be approved by the city council.

Per Diem Per Traveler: $300

AML Registration per Traveler: $250

Airfare Per Traveler: $1,127

Hotel Per Traveler: $1,317

City of Bethel Action Memorandum

Action memorandum No.	25-02		
Date action introduced:	January 14, 2025	Introduced by:	Council Member Springer
Date action taken:	January 14, 2025	Approved	Denied
Confirmed by:			

Total Per Traveler: $2,994

Since Council Member Springer is attending an AML Board meeting on February 17, the estimated additional cost to attend the AML Winter Conference is 1,486.

This AM authorizes travel to the AML Winter Conference for all Council Members. If the City Council would like to exclude this travel authorization for any council members, an amendment would need to be made to exclude them.

This AM further directs the City Clerk to prepare and submit a Budget Modification to account for the increased travel costs if they exceed the budgeted amount.

City of Bethel Action Memorandum

Action memorandum No.	AM 25-03		
Date action introduced:	January 14, 2025	Introduced by:	City Manager Strickler
Date action taken:		Approved Denied	
Confirmed by:			

Action Title: Authorizing Administration to initiate early termination of the contract for services with Health Fitness in accordance with Article 21(C) of the contract covering the service period between July 1, 2023 and June 30, 2026 and begin working on a transition plan for a City operated facility.

Attachment(s) Contract with Health Fitness 2023-2026. Notice of Termination Letter.

Account information:	**Amount of fiscal impact:**
YK Fitness Center Operations	Budgeted through Fiscal Year 2025. Unfunded appropriations >$14,999 in Fiscal Year 2026.

Summary Statement

As the City works to revive the Community Parks and Recreation Department, the City is also working to take over the contracted operations of the YK Fitness Center. This has been the goal since the facility was constructed in 2014.

In accordance with the Health Fitness contract renewed in 2023 but initiated in 2016, the City must provide six months advance notice of the termination. In accordance with that timeline but also to ensure staff have the time they need to become familiar with the complexities of the building, the termination will be effective August 1, 2025. Along with the notice of termination, the City will work with Health Fitness in accordance with Article 9G, of the contract, to establish a transition plan that meets the City's needs.

In accordance with the contract terms, the City will provide payment on a month-by-month pro-rated bases. The rate is set to increase July 1, 2025, to $178,785 annually from $171,109, which does not include the direct operational and personnel costs necessary at the facility.

Health Fitness has been a contractor with the City since 2016 and has provided exceptional service to our community. The City is thankful for their dedication and service to our community and appreciate their partnership. With their expertise and guidance, City staff will be ready to take over operations on August 1, 2025.

CITY OF BETHEL

City Manager's Office

January 15, 2025

<u>CITY OF BETHEL'S NOTICE OF TERMINATION AND INTENT TO TRANSITION THE YUKON-KUSKOKWIM REGIONAL AQUATIC HEALTH AND SAFETY CENTER TO A CITY-RUN FACILITY</u>

Pursuant to the Operations and Maintenance Agreement dated October 26, 2023 (hereafter "Agreement") between the City of Bethel, owner of the Yukon Kuskokwim Regional Aquatic Health & Safety Center (hereafter "City"), and Health Fitness Corporation (hereafter "Operator") the City hereby gives notice of its intent to terminate the Agreement and invoke the transition plan contemplated by the Agreement.

Specifically, Article 21(C) (Termination for Convenience) provides in full:

> Either party may terminate this Agreement at any time and for any reason whatsoever upon providing at least six months prior written notice to the non-terminating party.

Article 9(G) (Transition Plan) provides:

> Notwithstanding the renewal options outlined in this Agreement, it is understood by both parties that, to the maximum extent possible, the City intends to transition the facility to a City-run facility within three years. To that end, during the course of this Agreement, the City and Operator may execute an amendment to this Agreement pursuant to which Operator shall endeavor to train City personnel and actively work to develop a Transition Plan as further described in this section in exchange for fees set forth in the amendment . . . Nothing in this section shall be read to preclude the City from seeking bids for transition services from other contractors.

Accordingly, this letter serves as notice of termination under Article 21(C), effective June 30, 2025. The City will work with Operator to promptly execute an amendment to the Agreement consistent with Article 9(G).

The City is incredibly grateful to Health Fitness for the service and commitment to our community over the years. Your expertise and professionalism have made the YK Fitness Center, and the recreational programs provided a success. We believe with the stability you have provided, we will be prepared for the transition to the long awaited City operated facility.

Sincerely,

Lori Strickler
City Manager
City of Bethel

YUKON KUSKOKWIM REGIONAL AQUATIC HEALTH & SAFETY CENTER

CITY OF BETHEL

Bethel, Alaska

OPERATIONS AND MAINTENANCE AGREEMENT

Covering the period between July 1, 2023 through June 30, 2026

Yukon Kuskokwim Regional Aquatic Health & Safety Center
Operations and Maintenance Agreement

This Facility Operations and Maintenance Agreement (hereinafter **"Agreement")** is made and entered into on this 1st day of July 2023 (the **"Effective Date")** by and between the **CITY OF BETHEL,** a municipal corporation (hereinafter **"City")** and Health Fitness Corporation____ (hereinafter **"Operator").**

1. PURPOSE OF AGREEMENT

Operator is in the business of managing, operating, and maintaining community swimming pools and recreational facilities.

City is a municipal corporation that owns and operates a community swimming pool and recreational facility with related fixtures, amenities, and equipment for its residents, members and guests (collectively, **"Visitors")** and is seeking an Operator to assume the supervision, control, maintenance, and operation of the Yukon Kuskokwim Regional Health and Safety Center (hereinafter the **"Facility")** under the terms of this Agreement.

In consideration of the mutual covenants set forth below, the parties agree as follows:

2. SCOPE OF OPERATOR SERVICES

Operator shall operate and maintain the Facility as a public facility commencing on July 1, 2023 Operator and City shall determine the dates and hours that the Facility shall be opento the public (per Operation Plan described more fully below in Section 7 - Required Plans). Operator's professional services shall include, at a minimum, the services described in this Agreement (the **"Services").** The parties may mutually agree to amend or modify the Services during the Term of this Agreement or any Extended Period to include additional Services or exclude unnecessary Services by doing so in a writing signed by both parties.

Operator is an independent contractor under this Agreement. Services provided by Operator pursuant to this Agreement shall be subject to the supervision of the Operator. In providing such services, neither Operator nor Operator's agents shall act as officers, employees, or agents of the City. No partnership, joint venture or other joint relationship is created by this Agreement. City does not extend to Operator or Operator's agents any authority of any kind to bind City in any respect whatsoever.

Operator shall perform Operator's duties, obligations, and services under this Agreement in a skillful and professional manner. The quality of Operator's performance and interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards. Operator shall permit representatives of City to inspect, review, or observe the services under this Agreement at any reasonable time.

4. LIST OF FACILITIES

The Operator shall perform services under this Agreement at the Facility described in Exhibit A (List of Facilities). The City and the Operator shall, from time to time, amend Exhibit A to reflect changes in the Facilities that shall be covered under this Agreement, including, without limitation, amending Exhibit A to reflect the addition of real property improvements, if any, completed in accordance with the terms and conditions of this Agreement and to reflect withdrawal of Facilities as set forth below.

A. Condition of Facility: Upon termination of this Agreement, the City and Operator will inspect the Facility and all property listed under Exhibit A. All property shall be accounted for and in good and operating condition, less reasonable wear and tear. The City shall give written notice to Operator of any defects in the condition of any of the equipment or property that is being provided to Operator under this Agreement. Operator will be responsible for repairs to or replacement of any damaged property at the sole cost and expense of the City.

B. Facility Withdrawal: The City may withdraw all or portions of the Facility listed on Exhibit A at any time during the term of this Agreement if:

   a. The withdrawal is necessary for the purpose of protecting the public safety or to protect, conserve, and preserve the Facility;
   b. The operations utilizing the listed Facility have been terminated or suspended by the City;
   c. Land or real property improvements that are made available to the Operator are no longer necessary for the operation; or
   d. The withdrawal is necessary for use by the City or other reasonable need of the City.

C. Effect of Withdrawal: Any permanent withdrawal of listed Facilities that the City or the Operator considers to be essential for the Operator to provide the services required by this Agreement will be treated as a termination pursuant to Section 21 of this Agreement. The Operator will be compensated pursuant to Section 3 for the value of any allowable incurred costs up to the date of the withdrawal. No other compensation is due the Operator in these circumstances.

D. Personal Property: The City will provide certain items of personal property, including, without limitation, removable equipment, furniture, and goods, for the Operator's use in the performance of this Agreement. The City hereby provides to the Operator personal property listed in Exhibit A - Land, Real Property Improvements and Equipment.

E. Utilities and Expenses Provided by the City: The City will provide the following utilities and expenses at no cost to the Operator for use in connection with the operations required or authorized hereunder:

- ✓ Gasoline/Diesel/Oil
- ✓ Electricity

- ✓ Water
- ✓ Sewer
- ✓ Garbage
- ✓ Fuel Oil
- ✓ Internet and Voice Over Internet Protocol (VOiP) Telephone
- ✓ Solid Waste Disposal
- ✓ Emergency Communications Line for Security and Fire
- ✓ Heat

The following utilities are provided by the City. The Operator will not be responsible for making payment for these items. Invoices must be presented to the City for payment.

- ✓ Cable (if desired by Operator and submitted in the approved budget); Fees associated with cable will be passed through to the City.
- ✓ Cleaning and laundry supplies
- ✓ Laundry Supplies (towels, detergent, etc.)
- ✓ First Aid, AED and CPR equipment and supplies
- ✓ Postage and delivery fees in connection with the Facility, as needed

F. Vehicle. The City will provide a vehicle for Operator's exclusive use during the term of this Agreement. This vehicle will be the sole property of City with Operator expected to use reasonable care in the operation and maintenance of the vehicle. Costs for maintenance and/or replacement of the vehicle will be the responsibility of the City.

G. Capital Expenditures. The City is responsible for making capital expenditures for the Facility. Capital expenditures include all items for the Facility including, but not limited to, office equipment and furniture, computer hardware and connectivity, and audio/visual equipment.

5. COMPENSATION: PAYMENT SCHEDULE AND FEES

A. Cost-Plus Fixed Fee Type Agreement: This is a cost-plus fixed fee type Agreement. This Agreement provides for the Operator to make purchases and the City to pay the vendors and service providers for those purchases. In rare instances, the Operator may make a purchase, pay for the purchase, and seek reimbursement from the City. The approved annual budget establishes the maximum total cost for the purpose of obligating funds and establishing a ceiling that the Operator may not exceed (except at their own risk) without the approval of the City. Allowable costs are those costs directly attributable to operations and maintenance of the Facility or as otherwise permitted under this Agreement (such as vehicle maintenance). For purposes of this Agreement, allowable costs are those defined in the approved annual budget, are reasonable and prudent, and conform to generally accepted accounting practices.

Operator shall collect all revenue, including sales taxes, generated from operation of the Facility for and on behalf of the City. Operator shall remit that revenue to the City daily.

Revenue derived from operation of the Facility is the property of the City and not compensation to the Operator. The City shall be responsible for any tax-related payments due and owing to the applicable taxing authority that are derived from the operation of the Facility.

B. **Fee:** **The fixed fee payable by the City to Operator is** $166,902 for FY 2023 (July 1, 2022 – June 30, 2023 – prorated) and $171,909 for FY 2024 (July 1, 2023 – June 30, 2024) and $178,785 (July 1, 2024 – June 30, 2025) and $185,937 (July 1 2025 – June 30, 2026) (the "Fee") and shall be pro-rated monthly andbilled to the City. The Fee includes profit and indirect costs that are not directly attributable to the operations and maintenance of the Facility, are generally considered to be overhead, and are generally provided off-site. The Fee includes, but is not limited to,proportionate share of home office expenses, management oversight and travel, accountingand clerical personnel, human resources management, payroll processing, invoicing and required reporting.

C. Compensation for Personal Property: No compensation is due to the Operator from the City or a successor operator for the Operator's personal property used in operations under this Agreement. However, the City or a successor operator may purchase such personal property from the Operator subject to mutually agreed-upon terms. Personal property not removed from the Facility by the Operator in accordance with the terms of this Agreement shall be considered abandoned property subject to disposition by the City, at full cost and expense of the Operator, in accordance with applicable laws. Any cost or expense incurred by the City because of such disposition may be offset from any amounts owed to the Operator by the City to the extent consistent with applicable laws.

D. Invoicing: The Operator shall invoice its Fee each month in advance and clearly distinguish the fixed fee for the provision of recreation organization services from the fixed fee to operate the facility. For example, the fixed fee for July shall be billed in June. City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.

Operator shall remit invoices to the City so that the City can make payment to the vendors and service providers. All purchases must be approved by the Finance Department. Rarely will the Operator purchase something, make payment, and expect reimbursement from the City. Copies of all receipts and other invoices for which reimbursement is requested shall be included with the Operator's invoice. Such costs shall be in accordance with the approved budget. The City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.

E. Late Payment: City Payments not submitted in a timely manner (within 30 days of receipt) shall incur a five (5) percent penalty. If for any reason not the fault of the Operator, the Operator does not receive payment from the City within thirty-five (35) days after the time such payment is due, then the Operator shall assess a five (5) percent finance charge to the invoice. If payment is not received within t h i r t y (30) days, the Operator has the right to send written notice to the City, alerting it of a fourteen (14) day remedy period. If payment is not received after that fourteen (14) day remedy period, the Operator shall have the right, at its option, and within its sole discretion, to interrupt its personnel and supplies from, and stop providing Services to, the City's Facility without any further or additional notice to the City.

F. Disputed Invoices: In the event of a dispute regarding an invoice or part of an invoice, the City shall provide the Operator written notice of the dispute within ten (10) business days of receipt of the invoice. Operator and City agree to work cooperatively to resolve the matter. If the parties are unable to resolve the dispute within thirty (30) calendar days after written notice, the parties agree to follow the dispute process laid out in this Agreement.

G. Fee Adjustment: In the event this Agreement expires and the Services continue to be performed without a new Agreement, there will be a five (5) percent increase to the Fees that will apply until the parties enter into a new Agreement. This fee increase will be waived in the event that the renewal delay is caused by the Operator.

The Fees total can be adjusted either upward or downward if both parties decide on a change, which would affect the totals (e.g., Facility hours or number of staff). A written amendment to this Agreement will be executed so that proper billing can be made and such terms made a part of this Agreement. No amendment may be made to this Agreement that will lower the minimum standards established in the Agreement. Both parties must sign any amendment to this Agreement before the respective terms will be binding.

6. TERM OF AGREEMENT/RENEWAL

This Agreement shall commence at midnight on July 1, 2023 and terminate on June30, 2026 at 11:59 pm (the "Term").

A. Renewal Options: The Operator has the option to renew this contract for two years (2026-2028) and then another option to renew this contract for two additional years (2028-2030). Both renewal options are contingent on mutual satisfaction by both parties with respect to all aspects of the contract and past contract performance.

B. Ongoing Eligibility to Contract: During the course of the Contract, the City shall ensure that Operator continues to be eligible to contract with the City (i.e., maintains a valid City of Bethel business license, a valid State of Alaska business license, and is not delinquent on any sales taxes or other fees with the City); and verify that the Operator's certificates of insurance are current. With each renewal, the City must confirm that the renewal is in the City's best interest; the rates are acceptable; and any proposed changes are acceptable.

7. CITY'S RESPONSIBILITIES AND OBLIGATIONS

A. Cooperation: In order for Operator to provide the level and quality of Services under this Agreement as expected by City, the City shall:

a. Make available to Operator: access to the City's Facility as necessary to provide Services;

b. Respond to all reasonable requests of Operator to facilitate performance of the Services;
c. Provide good faith cooperation reasonably necessary for Operator to perform the Services;
d. Provide and maintain a telephone that has restrictions on long distance, 900 and 976 calls. Such telephones are intended for business use only and lifeguards may use them for necessary 911 calls and to page supervisors and managers. Operator will be responsible for ensuring long distance phone bills are kept to those necessary for operation of the Facility. For safety reasons, the pool will be closed if phone is not operable;
e. Support Operator in the enforcement of all Facility rules and regulations. Enforcement may include temporary or permanent expulsion from the Facility of any person who fails to comply with any safety rule or regulation;
f. Provide Operator with three (3) sets of keys to all doors and gates;
g. Cooperate with and assist, the Operator who will procure, in City's name and at City's sole cost and expense, all applicable music licenses;
h. Designate at least one (1) management level employee as the City Representative. On an ongoing basis, the City Representative will devote an adequate amount of their time to provide management oversight for the program;
i. Provide IT services/licenses and support; and
j. Provide major building maintenance outside the maintenance expected from Operator.

Office Space. City will and provide a lockable and enclosed office space for the on-site program management staff that will contain:

a. Telephone with conferencing and long-distance capability;
b. Computer containing the City's standard software systems;
c. Color printer with fax capability;
d. Internet access with secure firewall system; and
e. File cabinets with capability of being locked.

8. DUTY TO NOTIFY

Without prejudice to the other obligations in this Agreement:

A. Operator shall, as soon as practicable after it becomes aware of the same, inform the City of any circumstances which affect, or will affect, Operator's ability to perform the requirements under this Agreement;

B. Operator shall notify City of any maintenance issues that it observes or should reasonably observe;

C. Operator shall notify City of any IT issues that it observes or should reasonably observe;

D. City shall, as soon as reasonably practicable after it becomes aware of the same, inform Operator of any circumstances that affect, or will affect, its ability to operate the Facilities.

9. REQUIRED PLANS

Operator will provide facility manager, lifeguards, and other personnel as reasonably required to operate the Facility in accordance with the pool schedules, hours of operation, and staffing requirements as shown in the most recent Operations Plan. City personnel may enter the Facility for inspections and routine and emergency maintenance, as required.

Operator shall operate the Facility according to the current Plans set out in Exhibit C. These Plans set out the dates, times, hours and other essential operating parameters for the Facility. Operator will have Policies and Procedures in place for managing its personnel and those policies and procedures will be utilized for personnel management at the Facility. Thereafter, Operator shall amend and update each plan in accordance with the process and timeline set out in subsection (I) below.

A. Operations Plan: Operator shall submit a proposed Operations Plan annually to the City that shall include, at a minimum:

a. Proposed Facility schedules;
b. Recommended changes to the Fees and Rates set out in the most current City of Bethel Fee & Rate schedule, if any;
c. Proposed hours of operation;
d. Proposed program offerings;
e. Proposed staffing;
f. Draft checklists for Natatorium/Pool Maintenance (daily, weekly, monthly, quarterly, annually); and
g. Draft Cleaning and Maintenance Checklists (daily, weekly, monthly, quarterly, annually).

B. Personnel Policy and Procedure Manual. The Operator shall utilize its own personnel policy and procedure manual (hereinafter "Manual") for all Operator personnel. A copy of the Manual shall be provided to the City upon signing this Agreement. Operator shall review its Manual by November 1 of each year to ensure it fully complies with State and local laws. Any deficiencies shall be addressed and corrected by Operator and a revised Personnel Policy and Procedure Manual shall be prepared. Operator shall provide City with a copy of any updates or changes to Operator's Personnel Policy and Procedure Manual within a week after such updates or changes occur. If the City hires any of Operator’s management staff including the Facility Director and Program Manager (or equivalent) within 30 days of their separation from Operator, the City will owe Operator a 25 % of that parties previously billable salary for these positions.

C. Employee Orientation. Operator shall conduct orientation with each new employee and such orientation shall cover the health and safety practices of Operator and the City.

D. Hazards (Health and Safety) Meetings. Operator shall conduct a hazards (health and safety) orientation for all employees at least quarterly. This orientation shall cover, at a minimum, at least two (2) of the following topics:

a. The safety rules specific to Operator and/or City.
b. The Health, Safety and Wellness policies of Operator.
c. A tour of the work areas and Facility and explanation of work area hazards and safe work practices.
d. Demonstrations and education on how to use emergency eyewashes, first aid kits, fire extinguishers, fire exits, and fire alarm pull boxes.
e. Identification and training, where applicable, of workspaces and where hazardous materials are used, stored and/or disposed.
f. Review of Emergency Evacuation Plan; evacuation signals and procedures, pointing out proper exit routes and a designated assembly area.
g. Review of Personal Protective Equipment (PPE) that may be required for any position/employee.
h. Review of proper reporting procedures in the event of an injury and/or accident.
i. Review of the Facility telephone list with names of Health and Safety Committee members highlighted as well as location of safety bulletin board and list of persons who may be contacted in case of an emergency.

Operator shall document and maintain a record of all health and safety trainings/meetings and forward a summary of the training/meeting and attendance to the Human Resources Manager within three (3) weeks of completion of the training or meeting.

E. Budget. Operator shall submit a proposed a n n u a l operating Budget to the City for review no later than February 15 of each year. City shall review the proposed budget, discuss any requested modifications with Operator, and present the proposed operating budget to the City Council for review and approval during the annual budget process each year. Annual budgets should be based on fiscal years from July 1 to June 30.

Because the Facility is a public facility, Operator and Operator's staff must observe a strict impartiality as to rates and services charged to all visitors in all circumstances. Operator shall have discretion to set reduced and/or complimentary rates for such things as corporate memberships; sponsorship of events; or other situations where such rate changes are a customary or reasonable business practice.

The City reserves the right to review and modify the Operator's complimentary or reduced rate policies and practices as part of its budget approval or whenever the City has concerns regarding a decision by Operator to provide a complimentary or reduced rate.

F. Maintenance Plan. The Maintenance Plan shall include, but is not limited to, addressing how Operator will provide ongoing maintenance of the Facility and the equipment located within the Facility. Examples of areas to be addressed include but are not limited to:

a. Maintenance, incorporating the manufacturers recommended procedure to comply with and maintain warranties of new equipment;

b. Upkeep and maintenance of building equipment, including fitness equipment, pumps, valves, and regulators;

c. Upkeep and maintenance of sanitation and hygiene throughout Facility;

d. Training of personnel on maintaining proper Facility cleanliness;

e. Checklists and schedules for daily, weekly, monthly, quarterly, and annual cleaning; and

f. Recommended cleaning and maintenance supply list;

G. **Transition Plan.** . Notwithstanding the renewal options outlined in this Agreement, it is understood by both parties that, to the maximum extent possible, the City intends to transition the facility to a City-run facility within three years. To that end, during the course of this Agreement, the City and Operator may execute an amendment to this Agreement pursuant to which Operator shall endeavor to train City personnel and actively work to develop a Transition Plan as further described in this section in exchange for fees set forth in the amendment. The City and Operator may execute an amendment to this Agreement pursuant to which Operator shall endeavor to train City personnel and actively work to develop a Transition Plan as further described in this section in exchange for fees set forth in the amendment. Nothing in this section shall be read to preclude the City from seeking bids for transition services from other contractors.

H. Amendment or Modification: Schedules, hours of operation, or staffing requirements may be amended or modified. Any amendment or modification to the hours of operation will be in writing, signed by both parties and attached as an addendum to this Agreement and incorporated into this Agreement. The parties agree that any amendment or modification will be in accordance with the fees and budget set out in this Agreement.

I. Summary of Plan Deadlines: Operator shall provide draft Plans per the deadlines outlined below. City shall review the drafts and provide any feedback to Operator. Thereafter, Operator shall complete and submit the final plan to City.

Description	Draft Deadline	City Response Deadline	Final Plan Due
Operation Plan July 1 to June 30	August 1	August 15	September 1
Maintenance Plan	August 1	August 15	September 1
Annual Operating Budget July 1 to June 30	February 15	February 28	March 15
Transition Plan (if needed)	120 days prior to Transition	90 days prior to Transition	60 days prior to Transition

10. PERSONNEL

A. Operator shall employ only personnel who have been properly trained, certified (if appropriate for the position), and screened by Operator in accordance with Operator's personnel policy rules.

B. Non-Discrimination: In carrying out this Agreement, Operator shall not discriminate against any employee or applicant for employment because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran. Operator's Personnel Policies and Procedures Manuals shall clearly reflect a non-discrimination policy.

C. Personnel Approval: All personnel will be pre-screened, hired, trained, disciplined (if appropriate), and terminated (when appropriate) by Operator in accordance with Operator's personnel policies and procedures manual.

D. Employer. All personnel who work at the Facility under the terms of this Agreement shall be employees, agents, or contractors of Operator, and not employees, agents, or contractors of City. Operator will pay the following for Operator's employees:

a. Wages;
b. Income tax withholdings;
c. Social security withholdings;
d. Medicare withholdings;
e. State unemployment insurance;
f. Workers' Compensation insurance; and
g. Any other city, State of Alaska, or federal requirements.

E. Reporting: Operator shall be solely responsible for complying with all State of Alaska and Federal employment reporting requirements such as, but not limited to, OSHA injury reporting, worker's compensation reporting, child labor reporting, etc.

F. Certification: All lifeguards employed by Operator shall have, at a minimum, current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates, or equivalent Lifeguard Training Certificates as required by the State of Alaska.

At all times during the term of this Agreement, Operator shall have at least two (2) employees with current certification as a Certified Pool Operator (CPO). At least one (1) of the CPO's shall serve in a management capacity.

G. Identification: Lifeguards and all other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t-shirt displaying Operator's name and/or logo as well as identification badges.

H. Authority. To create a safe and enjoyable experience, Lifeguards and management staff shall have the authority to discipline all individuals, including expulsion, who use the Facility and will consistently enforce all published and posted rules of the Facility and minimum safety standards. City agrees to support Lifeguard or management staff in enforcing the Facility rules and regulations to provide a safe environment.

I. Drug. Alcohol and Tobacco Free Workplace. The Operator shall maintain, to the greatest extent possible, a drug, alcohol, and tobacco-free environment within and outside the Facility. The Operator shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, marijuana, or alcohol, is prohibited in the Facility, and specifying actions that will be taken against the employees for violating the prohibition. In addition,

Operator shall establish a drug, alcohol, and tobacco-free awareness program to inform employees about the dangers of drug, alcohol and tobacco abuse in the workplace and the Facility and Operator's policy of maintaining a drug, alcohol and tobacco-free environment both in the workplace and in the Facility. Subject to applicable laws, the Operator shall take appropriate personnel action, up to and including termination, for any employee that is found to be in violation of any of these prohibitions.

J. Minimum Staffing/Services

a. Lifeguards: Operator will provide a sufficient number of qualified lifeguards to maintain adequate safety standards at the Facility and to comply with all applicable State of Alaska rules and regulations. The lifeguards shall be responsible for maintaining orderly and safe conditions in and around the pool.

b. Instructors: Operator shall provide qualified instructors to regularly provide swim lessons, exercise lessons, and instruction for proper use of Facility equipment. The goal of providing lessons shall be to generate revenue and attendance at the Facility.

c. Gatekeepers/Concession Workers: Under this Agreement, Operator will provide a sufficient number of gatekeepers/concession workers to be on duty at all times during hours of operation.

d. Maintenance/Housekeeping: Operator will provide a sufficient number of employees to ensure the Facility remains reasonably clean at all times. Sufficient personnel must be on duty at all times to ensure regular inspections of the restrooms, mechanical rooms, and locker rooms. Locker rooms are to be checked at a minimum once every fifteen (15) minutes in order to ensure the water is not left running, the area is reasonably clean, and theft is reasonably deterred.

11. FACILITY CLOSURE

A. In case of emergency, Operator may temporarily close the Facility. An emergency may include, but is not limited to, any failure or threatened failure of Facility equipment or other unforeseen causes outside Operator's control. Such action will be documented in writing to City. City will be notified immediately by phone and email of such closure. Further, Operator will publicly post the reason for such closure at the location, will advise the local radio station as soon as practicable and will take all reasonable steps to inform the general public of the closure. No refunds will be given for temporary closings without the authorization of the City Council.

In no event shall a scheduled Facility Closing be cause for the amendment or modification of this Agreement and Operator will not refund any amounts of compensation paid by City because of a Facility Closing, except as allowed in the immediately following paragraph below.

Should more than seven (7) days elapse from the Facility Closing Date to perform repairs and/or restore the Facility to normal operations due to the negligent acts or omissions of Operator, then beginning on the tenth (10th) day, Operator shall refund to City one half percent (0.5%) per day of the total Agreement compensation. If the Facility is not opened for normal operation within ten (10) days after the Facility Closing Date due to the negligent acts or omissions of Operator, then the City may terminate this Agreement by giving seven (7) days advance written notice to Operator.

The date on which the Facility is closed for any reason under this section will be the Facility Closing Date. The Facility may be closed by Operator for the following:

a. Emergency Closing: Operator reserves the right to close the Facility if, in Operator's personnel's reasonable belief, there is a threat to the safety or welfare of visitors that may result from (without limitation): hazardous weather advisories or contamination. Operator personnel will reasonably attempt to contact City's Representative if it is necessary to close the Facility early.

b. Breakdown and Repair of Facility: In Operator's best judgment, Operator reserves the right to close the Facility due to a breakdown of the Facility including, without limitation, if the Facility:
   1. Is significantly inoperable for whatever reason;
   2. Requires repairs that must be performed during Facility hours of operation; or
   3. Requires repairs necessitating the pool being drained of water.

c. Annual Maintenance Closure: Operator and City may schedule an annual closure of the Facility for necessary cleaning and other repairs. If the parties choose to exercise this option, the closure shall be no longer than two (2) weeks in duration and shall be done in sections so as to minimize disruption to users of the Facility (for example, the pool area will be closed while the work-out rooms are open). Based on previous usage data, such annual closure, if it occurs, will be scheduled for the summer months whenever possible. This schedule may be amended however, as more reliable user data is collected.

12. PRIVATE USE OF FACILITY

The Facility is a municipal facility required to be made available to all members of the public. For this reason, the Facility may not be closed to the public for the sole purpose of accommodating the private use of the Facility.

Operator may make the Facility available for private use only after regular Facility hours. Private groups may be booked by the Operator and staffed by lifeguards and other necessary personnel provided by the Operator. The Operator will strictly enforce the Facility rules at these private events. If for any reason the persons attending do not adhere to the Facility rules, the Facility may be closed.

13. ADDITIONAL FACILITIES

City acknowledges that neither the parking lot nor the wind turbine used to provide additional power to the Facility are under the direct supervision of Operator's personnel and shall be beyond the parties' intended scope of services to be provided by Operator.

In no event shall Operator be liable to any party for any loss or claim arising from any injury, damage, cost or other event or occurrence that takes place in any area not directly to the responsibility of Operator under this Agreement, including but not limited to the Facility parking lot and the wind turbine (and area surrounding the wind turbine) used to provide additional power to the Facility.

14. REPAIRS/MAINTENANCE

A. City's Responsibilities: City is solely responsible for all reasonable maintenance and repair of the Facility except for damages from the negligent or otherwise actionable conduct of the Operator. City will maintain the Facility free of any mechanical, structural, electrical, or fire hazards; in compliance with all applicable local and state codes; and in a good state of general repair and maintenance suitable for the Operator's use. City may enter the Facility at all reasonable times to examine the condition of the Facility.

B. Operator's Responsibilities: Operator shall be responsible for general maintenance, preventative maintenance, repairs, and housekeeping of the Facility to the reasonable satisfaction of the City. Operator maintenance includes, but is not limited to, all surfaces, furniture, fixtures, and equipment. This includes pool systems, fitness and exercise equipment, and concession equipment. Operator is not expected to make major repairs but is expected to maintain the Facility in reasonably good shape, less normal wear and tear. Operator is responsible for notifying City of any maintenance issues.

C. Maintenance: Operator shall notify City of any significant maintenance or repair issues that occur at the Facility as soon as practicable but in no case no more than forty-eight (48) hours after the incident has occurred.

D. Operator shall at all times during the term of this Agreement provide and maintain adequate safety equipment as outlined in Exhibit B.

E. Maintenance Records and Logs. The Operator shall maintain maintenance records and logs. At a minimum, these records shall include:

a. To the extent that the following pertains to matters for which Operator is responsible and that are included in the services to be performed by Operator under this Agreement and/or all other related documents, demonstrated compliance with current Alaska Department of Environmental Conservation (ADEC) regulations, including, but not limited to, the recording of the following information for each day that the Facility is open to the public:

- The hours of operation.
- The length of time that the pumps and filters are in operation, and the rate of pressure, vacuum, and rate of flow readings.
- The date that each filter is backwashed or cleaned.
- The frequency and results of alkalinity and hardness tests.
- The frequency and results of pH and disinfectant tests (pH and disinfectant tests must be made two [2] or more times, and depending upon chlorine or bromine demand).
- The amount of water and chemicals added to maintain water quality. Equipment failure.
- Any water contamination (e.g., vomiting, feces).
- Repair while the pool is in operation.

b. The Operator shall submit duplicate records on a monthly basis to ADEC while the Facility is in operation.

c. Checklists for routine maintenance, preventative maintenance, and janitorial duties (daily, weekly, monthly, quarterly, bi-annual and annual).

d. Equipment logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines, and specifications.

e. Confined space entry equipment (as specified by manufacturer).

f. All logs and records must be maintained for a minimum of three (3) years.

g. City shall be responsible for completing all major structural repairs. Operator shall be solely responsible for reporting any repair needs to the City as soon as they are identified. The City will provide snow plowing of the parking lot and will maintain the Wind Turbine. The City shall not provide any other routine maintenance of the Facility.

h. Operator shall supply all necessary personnel and chemicals to provide the services required by this Agreement and all such materials, services, and repairs shall comply with the annual approved budget and shall be charged to the City. The Parties understand that equipment breakdowns are not always foreseeable. Operator will do everything reasonable to maintain the Facility in good repair. Any extra usage of chemicals or labor as a result of repair will be billed to City. Operator assumes no liability or responsibility for water quality or facility maintenance due to breakdowns of City's Facility (unless caused by Operator), during periods of repair, or other unforeseen reasons causing damage to the Facility, and Operator shall not be responsible or liable to City for a facility closure due to a breakdown or repair unless that breakdown or repair was caused by Operator or Operator's failure to reasonably act. Operator will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. If additional services or chemicals are needed to restore the Facility to operational standards, the cost of these services and chemicals will be charged to the City. Operator may close the Facility under this Section during which time Section 9 (Facility Closing) of this Agreement shall apply.

i. Any repairs required as the result of Operator's gross negligence or willful conduct shall be done at Operator's sole expense and shall not be subject to reimbursement.

15. SIGNAGE AND POSTING OF RULES

Operator shall prominently display a sign at the Facility in a conspicuous place stating Operator's name, address, and phone number and designating Operator personnel as being responsible for the safety and welfare of users, the quality of the Facility, and performance of Operator personnel.

16. DAMAGES DUE TO VANDALISM, WEATHER, AND ACTS OF GOD

A. Operator shall not be responsible for any vandalism or mischief, inclement weather, or Acts of God that cause damage to the Facility or related facilities, and Operator shall not be responsible for any additional expenses to restore Facility to working order as a result thereof. Operator shall report any incidents of vandalism or mischief, or damages caused by inclement weather or Acts of God to City's Representative prior to undertaking any repairs.

B. In the event of vandalism or mischief, inclement weather, or Acts of God, Operator personnel will take steps reasonably necessary to prevent additional damage to the Facility but assumes no duty or responsibility for any failure to prevent damage and shall not be liable for any damages other than those caused due to the negligence of Operator or its agents or employees.

17. CHEMICAL AND MAINTENANCE SUPPLIES

A. Operator shall provide Facility chemicals including but not limited to, chlorine tablets, liquid chlorine, muriatic acid, stabilizers, calcium chloride, soda ash, soda bicarbonate, and other chemicals needed for normal Facility operation and to maintain Water Quality in a safe and sanitary manner.

B. Operator shall provide miscellaneous cleaning and operating supplies, including Facility test equipment and reagents, restroom cleaning materials, toilet paper, paper towels, light bulbs, trash bags, Facility tile cleaner, hand soap, and sponges.

C. Operator shall order sufficient quantities of all chemical and maintenance supplies during the summer barge season to have a full-year of stock on hand by the close of barge transportation (late summer). Chemical and maintenance supplies shall include all critical spare parts needed for proper operation of the Facility.

18. VISITOR SAFETY EQUIPMENT

Based upon the recommendations and training programs of the American Red Cross, the City mandates the equipment identified and set out in Exhibit B (Minimum Safety Equipment) of this Agreement be present at the Facility at all times. This equipment is the property of the Facility.

Operator will inventory and inspect this equipment prior to the Facility transfer, will notify and inform City of any shortfalls and necessary purchases and repairs of same, and will ensure the proper supplies are ordered, on hand, and, if feasible, will order any recommended spares.

19. INDEMNITIFICATION, INSURANCE, AND LIABILITY LIMITS

A. Indemnification and Notification of Legal Action

Except for the sole negligence or willful misconduct of the City of Bethel (BETHEL) its employees, agents or any other third party and to the fullest extent permitted by law, the contractor shall defend, indemnify, and hold harmless BETHEL and any of the BETHEL's applicable subsidiaries, from any and all claims demands, losses, andliabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with any negligent act or omission or any willful misconduct of Operator, while performing Services at the Facility under this Agreement, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this agreement shall not be limited in any way by any restriction on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by BETHEL.

The City agrees to indemnify, defend, and hold harmless Operator against all claims, demands, suits, judgments, court costs, reasonable attorney's fees, attachments, and other legal action for loss of life, injury, or damage to property of any third party to the extent growing out of or by reason of any negligent act or omission or any willful misconduct of City even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this agreement shall not be limited in any way by any restriction on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by Operator. The City shall not have any obligation to indemnify, defend and hold harmless to the extent that any such claim is caused by the sole negligence or willful misconduct of the Operator, its employees, its agents or any other third party.

Right to Defend Actions: The indemnifying Party shall have the right, but not the duty, to assume the defense of any claim for which indemnification is sought. Any Party shall, as soon as practicable after receiving notice of any claim brought against it, deliver to the indemnifying Party full particulars thereof and shall render all reasonable assistance requested by the indemnifying Party in the defense of such claim.

Indemnified Party not to Compromise: Where any Party has an obligation to indemnify the other Party, such other Party shall not compromise or in any way settle any claim, lawsuit, action or cause of action without the express written consent of the other Party who has the obligation of indemnifying. Where such consent is not obtained prior to such compromise in settlement, and the claim is, in fact, settled, then the Party who had the obligation of indemnifying shall be released and discharged from all obligations.

Any payment payable by the indemnifying Party to the indemnified Party pursuant to this Section shall be paid within forty-five (45) days from the date on which a claim for such payment accrues to the indemnified Party under this Agreement.

B. **No Third Party Benefit**: This Agreement does not create a third- party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Agreement to maintain suit based on this Agreement or any term or provision of the Agreement, whether for personal injuries, property damage, or any other claim or cause of action.

C. **Required Insurance:** The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by BETHEL, such insurance as will protect the contractor from claims set forth below and others, which may arise out of or as a result from the contractor's operations under this contract, whether such operations are by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

a. Claims under worker's compensation, employer's liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this contract.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the contractor's employees.

Claims for damages insured by usual personal injury liability insurance coverage.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the contractor's contractual obligations and assumption of liability under this contract.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

Premises/Operations Liability
Products/Completed Operations Liability
Personal/Advertising Injury Liability
Fire Damage Liability
Medical Payments

b. The insurance required in II including subsection (a.), shall be written for not less than the limits listed in (c). below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of final payment, or termination of any insurance required to be maintained after final payment.

c. The insurance required in II including subsection a. shall be written for not less than the following limits:

1. Worker's Compensation Insurance:
   Statutory Requirements of the State of Alaska, and
   Employer Liability Insurance limits of:
   $500,000.00 each accident.
   $500,000.00 disease each employee.
   $500,000.00 disease policy limit.

2. Commercial General Liability Insurance:
   $1,000,000.00 Combined Single Limit of Liability per Occurrence
   $1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence
   $2,000,000.00 Annual General Aggregate Limit of Liability
   $2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability
   $100,000.00 Fire Damage Limit of Liability Any One Fire
   $5,000.00 Medical Payment Limit Any One Person

3. Commercial Automobile Liability Insurance:
   $1,000,000.00 Combined Single Limit of Liability per Accident
   For all Owned, Hired, and Non-Owned Vehicles.

4. Professional (Errors & Omissions) Liability Insurance:
   $1,000,000.00 Limit of Liability per Claim.
   $2,000,000.00 Limit of Liability Annual Aggregate for all Claims.
   Retroactive date: Prior to effective date of contract.
   Effective date: Prior to effective date of contract, and for at least 24 months after completion of contract.

d. Worker's compensation insurance and employer's liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employer's liability insurance shall contain a waiver of subrogation provision in favor of BETHEL.

e. The commercial general liability insurance shall include BETHEL as an additionalinsured as respects this contract.

f. Certificates of insurance acceptable to BETHEL shall be filed with BETHEL prior to the commencement of the beginning of any services by the Contractor.

   If any of the insurance policies required above are canceled for any reason, the Contractor shall provide immediate notice to BETHEL of the cancellation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancellation by the Contractor.

Failure to maintain these insurance provisions required of the Contractor or failure to immediately notify BETHEL of cancellation shall be considered a material breach of this contract by the Contractor, subject to termination provisions of this contract.

Certificate of Insurance - The Operator shall furnish evidence of insurance to the City upon renewal annually. The evidence shall be issued to the City and shall be a certificate of insurance:

1. Denoting the type, amount, and class of operations covered;
2. Showing the effective dates of the policy;
3. Showing the expiration date of the policy;
4. Including all required endorsements, upon request;
5. Be executed by the carrier's representative; and

.

Liability Limits - Both parties mutually agree to waive any remedy or claim for indirect, incidental, special or consequential damages or claims for loss of business or profits.

18. BONDING (Fidelity Bonds)

Fidelity Bonds - For the duration of this Agreement, Operator shall show evidence of, and maintain in force the following:

1) An employee's blanket fidelity bond which provides coverage for honesty and loss from fraudulent or dishonest acts by employees.
2) A computer fraud fidelity bond that provides coverage for the fraudulent transfer by computer causing wrongful abstraction of money, securities, or other property.
3) The two items above (a) and (b) may be separate or combined into one form of bond in an amount not less than Two Hundred Fifty Thousand Dollars ($250,000).

19. ACCOUNTING RECORDS AND REPORTS

A. **Accounting System** - Operator shall maintain an accounting system with an easy-to-understand account classification system under which its accounting can be readily identified. Such accounting system shall be capable of providing the information required by this Agreement, including but not limited to, revenues collected, repair and maintenance expenses, operating expenses, etc. The Operator's system of accounts classification shall be directly related to the Operator's annual budget, monthly and annual financial reports, and invoicing.

B. **Monthly Reports** - The Operator shall prepare and email monthly reports to the City Manager and Finance Director by 5 pm on the Tuesday before the second regularly scheduled City Council meeting of each month. The reports shall be in narrative and numerical accounting format and include copies of all invoices supporting claimed expenses.

C. **Narrative Report.** The Narrative Report shall clearly state whether the overall operations, both revenue and expenses, are over or under budget for the month and the year, identify specifically what cost areas are over budget or revenue areas are under budget, explain any deviation, and explain what corrective actions, if any Operator will take.

D. **Cumulative Accounting Report.** The Cumulative Accounting Report shall provide actual costs and revenues versus budgeted amounts for each category of account classification, reported for the specific month and cumulative for the year. Deviations from the operations plan, annual budget, or maintenance plan require advance written approval from the City Manager. The monthly report shall provide a record of all such approvals provided by the City Manager the previous month.

A statement should appear on one of the reports that says, "The Narrative Report, Cumulative Accounting Report, Facility Usage Report, and all other reports and invoices submitted herein are true and correct." The statement should be dated and signed by an officer of the Operator.

E. **Invoices.** Operator shall prepare and submit the following two distinct and separate invoices to the City:

1. Invoices for City to pay vendors and occasionally, expenditures paid by Operator for reimbursement.
2. Invoice of fixed fee for the following month (an advance) with fixed fee for recreation organizing services.

F. **Sales Tax Report.** The Sales Tax Report should be prepared monthly and submitted with the sales taxes collected for the previous month. Operator shall familiarize themselves with, at a minimum, that portion of the Bethel Municipal Code (hereinafter "Code") governing Sales Tax. Operator shall collect the appropriate sales taxes for each sale and rental at the facility (currently 6%). The taxes shall be in addition to the sales and rental costs.

G. **Facility Usage Report.** The Operator shall provide a monthly statistical and narrative report on the usage of the Facility. The report shall be in a form and format approved by the City. Operator shall submit the report monthly with the invoices and annually with the other annual reports.

H. **Miscellaneous Reports and Data.** From time to time, the City may require the Operator to submit other reports and data regarding its performance under the Agreement or otherwise, including, but not limited to, operational information. This may include presentations to the City Council on such things as programs, and local hire and training results.

I. **Annual Inventory.** The Operator shall perform an annual inventory of the real property as set forth in Exhibit A -Land, Real Property Improvements and

Equipment. The inventory report shall be certified as true and correct by an officer of the Operator and submitted by July 15.

J. **Accounting Records** - For all expenditures made for the operations and maintenance of the Facility, the Operator shall maintain and make available, on reasonable notice, for inspection and examination, at all reasonable times, all records relating to this Agreement and of transactions performed pursuant to this Agreement for a minimum of five (5) years from the date of the record. If the City has reasonable cause to believe that any information on the monthly or annual financial report is not accurate, the City may audit the books and/or estimate the figures based on any information available.

The City shall notify the Operator, in writing, that the City has estimated the amount of sales and revenue, stating the estimated amount. The City shall serve notice on the Operator by delivering the notice to the Operator as per the notice section of this Agreement.

The City's estimate shall become a final determination unless:

1) The Operator, within thirty (30) days after service of notice of the estimate, files a formal appeal to the City Manager; or
2) The Operator files a complete and accurate financial statement indicating the figures in question and explaining them to the satisfaction of the City.
3) In either event above, Operator consents to an independent audit and agrees to cooperate fully with the audit process.
4) The City may request, and the Operator must furnish, any additional information deemed necessary for a correct evaluation of the finances of the Facility.

K. **Audit by City:** The City reserves the right to conduct an annual audit by an external expert and/or industry professional at any time for any reason; provided, however, the City shall not seek or use the services of a competitor of Operator. Operator agrees to cooperate by providing, upon reasonable notice which shall be not less than thirty (30) days prior to the date of audit, and at no additional cost, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the request by the City's finance director or City Manager. In the case of an audit, the City shall be responsible for selecting and scheduling the audit. The audit may include, but is not limited to:

1) Agreement Compliance;
2) Review of Financial Records that relate to the services performed under this Agreement;
3) Staff Skills Assessment;
4) Staff Selection and Training Procedures;
5) Policies and Procedures Review;
6) Site Inspection;
7) Code Compliance and Record Keeping Practices;
8) Adherence to Aquatic Safety Standards; and
9) Facility and Equipment Maintenance

In the event deficiencies are identified in the audit, the Operator and the City will be required to discuss, in good faith, such findings as well as the extent to which any corrections may be made.

If the independent audit discovers more than five percent (5%) of the annual budget in errors resulting from Operator's failure to accurately report revenues, expenses, and/or sales and taxes due thereupon, the Operator shall be responsible for the full cost of the audit. Otherwise, the cost of the audit will be borne solely by the City.

L. **Dispute:** If any dispute arises between the Parties, all records relating to matters involved in such Dispute shall be preserved until the resolution of such Dispute. Certified copies of such records as are required to be maintained by this Agreement shall be made available at the requesting Party's cost and expense.

20. NOTICES

A. <u>Safety:</u> It is the Operator's duty and responsibility to notify the City of any problems or areas of concern pertaining to safety of the Facility and its patrons.

B. <u>Injury:</u> Operator shall notify the City of any injuries requiring medical attention or any significant incidents (such as potential drowning) as soon as practicable but in no case no more than forty-eight (48) hours after the incident has occurred.

All notices required or permitted under this Agreement shall be in writing and sent to:

OPERATOR: [Name]
[Address]
Attention: [Title]
Facsimile: [Numeral]
Email: [Email address]

CITY: City of Bethel
Attn: City Manager
PO Box 1388
Bethel AK 99559-1388

with copy to: City of Bethel
Attn: City Attorney's Office
PO Box 1388
Bethel AK 99559-1388

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

OPERATOR: [Name, Title, contact information]

Either party may notify the other Party of a change to its name, relevant addressee, or address or facsimile number, provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place or, if no date is specified or the date specified is less than fifteen (15) business days after the date on which notice is given, the date falling thirty (30) business days after notice of any such change has been given.

21. SUSPENSION/TERMINATION

A. Suspension. In the event of danger to life or significant damage to the Facility, the City may temporarily suspend operations under this Agreement in whole or in part. As soon as practicable, the City shall give notice to the Operator and determine a re-open plan. During such period of suspension, the City shall continue to pay to Operator all amounts due under this Agreement.

B. Cancelation for Unappropriated Funds: The City reserves the right, in its best interest and sole discretion as determined by the City, to terminate this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Operator at least one hundred twenty (120) days prior to the effective date of such termination. The obligation of the City for payment to Operator is limited to and contingent upon the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

C. Termination for Convenience: Either party may terminate this Agreement at any time and for any reason whatsoever upon providing at least six months prior written notice to the non-terminating party.

D. Events of Default:

   a. **Cancelation for Non-Payment:** If for any reason payment in full of any charge is not received within thirty (30) days from the due date, the Operator may cancel this Agreement and terminate all services by giving a fourteen (14) day written notice to terminate at the end of such fourteen (14) day period without further liability.

   b. **Cancelation by Mutual Agreement:** Operator and City may terminate this Agreement at any time by mutual written agreement. Each party shall be required to continue full performance under the terms of this Agreement until the effective cancelation date.

c. **City's Event of Default:** Each of the events described below shall constitute a City Event of Default:

1) A material breach by City of any obligation under this Agreement, which (where capable of remedy) has not been remedied within thirty (30) days following notice from Operator stating that such breach has occurred, identifying the breach and demanding it to be remedied, provided that if City has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within thirty (30) days, City shall be allowed such further period of up to sixty (60) days or as may be reasonably necessary and approved by Operator to complete the remedial action;
2) City has made material misrepresentation in the representations and warranties set out in this Agreement or has not disclosed any material fact that renders any such representation or warranty materially misleading;
3) The reorganization, merger, consolidation, amalgamation, dissolution or reconstruction of City, except to the extent that such events does not affect the ability of the resulting entity to perform its obligations under this Agreement;
4) Except for the purposes permitted under subsection 3, the occurrence of any of the following events (other than as a direct result of Operator Event of Default):
    - Passing of a resolution or initiation of any proceeding for the bankruptcy, insolvency, winding up, liquidation of or other similar proceedings relating to the Facility;
    - The appointment of a trustee, liquidator, custodian or a similar person, which appointment has not been set aside or stayed within sixty (60) days of such appointment; or
    - A court of competent jurisdiction issuing an order winding up or otherwise confirming the bankruptcy or insolvency of the Facility, which order has not been set aside or stayed within sixty (60) days; or
5) City ceasing to hold a license, permit, or consent, as a result of breach by City of the terms and conditions of such license, permit or consent, making it unlawful for City to operate.

d. **Operator Event of Default:** Each of the events described below shall constitute an Operator Default:

1) A material breach by Operator of any obligation under this

Agreement, which
(where capable of remedy) has not been remedied within thirty (30) days following notice from City stating that such breach has occurred, identifying the breach, and demanding it to be remedied, provided that if Operator has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within thirty (30) days, Operator shall be allowed such further period of up to sixty (60) days or as may be reasonably necessary to complete the remedial action;

2) Operator has made material misrepresentation in the representations and warranties set out in this Agreement and has not disclosed any material fact that renders any such representation or warranty materially misleading;
3) The reorganization, merger, consolidation, amalgamation, dissolution, or reconstruction of Operator, except to the extent that it does not affect the ability of the resulting entity to perform its obligations under this Agreement;
4) Except for the purposes permitted under subsection (3) of this section, the occurrence of any of the following events (other than as a direct result of City Event of Default):
   - Passing of a resolution or initiation of any proceeding for the bankruptcy, insolvency, winding up, liquidation of or other similar proceedings relating to Operator;
   - The appointment of a trustee, liquidator, custodian or a similar person, which appointment has not been set aside or stayed within sixty (60) days of such appointment; or
   - A court of competent jurisdiction issuing an order winding up or otherwise confirming the bankruptcy or insolvency of Operator, which order has not been set aside or stayed within sixty (60) days; or
5) Operator ceasing to hold a license, permit or consent, as a result of breach by Operator of the terms and conditions of such license, permit or consent, making it unlawful for City to operate.

e. **Consequences in the Event of Default** If either party experiences an Event of Default consistent with this section, either party may issue a notice ("Termination Notice") to the other, whereupon this Agreement shall terminate upon the date specified in such Termination Notice or such later date as the Parties may have agreed.

f. **Sole Grounds for Termination:** The provisions of this

Agreement governing termination shall be the sole and exclusive grounds on which the Parties may terminate this Agreement.

g. **Damages/Payment in the Event of Termination:** In the event of termination of this Agreement for breach, the total compensation due to the Operator for such termination shall be calculated based on the work completed through the effective date of termination.

Upon termination of this Agreement for any reason or upon its expiration, and except as otherwise provided in this section, the Operator shall, at the Operator's sole expense, promptly vacate the premises, remove all of the Operator's personal property, repair any damages caused by installation or removal of such property (reasonable wear and tear excepted), and ensure the Facility is in at least as good condition as it was at the beginning of the term of this Agreement, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Agreement. Operator shall comply with all applicable requirements of the transition plan. All documents, manuals, logs and other records prepared by Operator during the operation of the Facility shall be provided to the City at the termination or expiration of this Agreement.

22. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve all issues.

1) Should an issue arise, the party believing itself to be aggrieved shall provide written notice to the other party within ten (10) days of the alleged grievance.
2) Upon receipt of the grievance, the parties will schedule a teleconference to attempt to resolve the issue. The teleconference shall occur within fourteen (14) days of the grievance notice.
3) If the parties are unable to resolve the matter during the teleconference, they shall schedule a face-to-face meeting. Said meeting shall be attended by those persons from City and Operator empowered to resolve the matter. The meeting shall occur within thirty (30) days from the date of the grievance notice unless otherwise extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.
4) If the face-to-face meeting fails to resolve the matter; the parties may litigate the matter in a court of competent jurisdiction.

23. CONFIDENTIALITY AND SECURITY

Each party shall take all reasonable and proper steps to keep confidential any trade secrets or confidential information obtained by or about the other party or its customers during the course of this Agreement. Each party shall protect the keys and other secure property of the other party and shall take appropriate and reasonable steps to ensure security is maintained. In the event of a breach of security, the party whose security is breached shall notify the other party as soon as practicable.

24. CONFLICTS

Neither Operator nor any of Operator's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Operator's loyal and conscientious exercise of judgment and care related to Operator's performance under this Agreement.

Operator further agrees that none of Operator's officers, agents, or employees shall, during the term of this Agreement, serve as an expert witness against the City in any legal or administrative proceeding in which they or the Operator is not a party, unless compelled by court process. Further, Operator agrees that such persons shall not give sworn testimony or issue a report in writing, as an expression of expert opinion, that is adverse or prejudicial to the interests of the City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Operator or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

To the extent Operator is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Operator agrees to require such subcontractors, by written contract, to comply with all applicable provisions of this Agreement to the same extent as Operator. If Operator is unable to require a subcontractor to comply with the provisions of this section, Operator shall notify the City and the parties agree to discuss, in good faith, reasonable alternatives.

25. SUBCONTRACTORS

Operator may hire or retain such employees and subcontractors as it deems reasonably necessary or appropriate to perform the Services contemplated or required by this Agreement. Prior to hiring any subcontractors, Operator shall ensure the subcontractor is eligible to work on City facilities. Eligible subcontractors are those that:

A. Are not delinquent in their remittance of city sales taxes or other fees;
B. Have a State of Alaska business license;
C. Are properly licensed and/or certified to perform the services for which they are being retained (when applicable);
D. Are in full compliance with any other applicable state, federal, or local law.

If Operator engages any subcontractor to perform any part of this Agreement, Operator shall ensure that all of Operator's subcontractors perform in accordance with the terms and conditions of this Agreement. Operator shall be fully responsible for all of Operator's subcontractors' performance, and liable for any of the Operator's subcontractors' non-performance and all of subcontractor's negligent acts and omissions. Operator shall defend, at Operator's sole expense, and indemnify and hold harmless City and City's officers, employees, and agents from or against any claim, lawsuit, third party action, fine, penalty, settlement or judgment, including any award of reasonable attorneys' fees and any award of reasonable costs, by or in favor of any of Operator's subcontractors for payment for work performed for City by any of such subcontractors; provided that City made available and paid to Operator the funds necessary to pay such subcontractor for work performed for the City, and from or against any third party claim, lawsuit, action, fine, penalty, settlement or judgment, including any award of reasonable attorney fees and any award of reasonable costs, to the extent occasioned by or arising out of any negligent act or omission by any of Operator's subcontractors.

26. GENERAL PROVISIONS

A. Amendments: This Agreement may only be amended or varied by the written agreement of both Parties.

B. Assignment and Performance: Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party whose consent shall not be unreasonably withheld, conditioned, or delayed.

C. Captions/Headings: The captions or headings of this Agreement are for convenience or reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.

D. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior agreements, relationships or negotiations, written or oral. Any rights or liabilities arising by reason of any prior written or oral representations, whether or not at the date of this Agreement, are superseded by this Agreement to the extent they have any bearing on this Agreement.

E. Further Assurance: Each Party agrees to execute and deliver all such further instruments and do and perform all such further acts and things as shall be necessary to perform and implement this Agreement.

F. Good Faith: The Parties undertake to act in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its objectives.

G. Governing Law: This Agreement shall be deemed to have been entered into in Bethel, Alaska. All questions regarding the validity, interpretation or performance of any of this Agreement's terms or of any rights or obligations of the parties to this Agreement shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Agreement shall be filed in the appropriate local or federal court. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

H. Joint Drafting and Neutral Construction: The parties expressly agree that each Party had the opportunity to negotiate the terms of this Agreement and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed in a neutral manner, neither against nor in favor of either Party.

J. Hazardous Materials: Operator will be working with pool chemicals that are considered hazardous materials. Operator is required to follow all Alaska Department of Environmental Conservation (DEC) rules and regulations regarding the proper storage, use, and disposal of the Facility chemicals. Any spills shall be reported immediately to the City and DEC and clean-up will be undertaken as per 18 AAC 75.300, et al. If a spill or hazardous condition is caused by or materially contributed to or by Operator and/or its use of the Facility, Operator shall be solely responsible for the safe clean-up and disposal of the hazardous material(s).

K. Legal, Regulatory And Policy Compliance: This Agreement, operations thereunder by the Operator, and the administration and implementation of this Agreement by the Parties shall be subject to all applicable state, federal and local laws, especially, but not limited to, 18 AAC 30.500-590 (Regulations for Public Swimming Pools and Spas). Operator agrees to comply with all applicable laws in fulfilling its obligations under this Agreement at its sole cost and expense; provided, however, Operator shall have no responsibility or liability for any costs or expenses associated with compliance with applicable federal state, and/or local laws, rules or regulations governing public access to the Facility (e.g., the American Disabilities Act access standards).

L. Materiality: City and Operator agree that each requirement, duty, and obligation set forth here was bargained for at arm's length and is agreed toby the parties in exchange for *quid pro quo,* that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

M. Public Release: All information required to be submitted to the City by the Operator pursuant to this Agreement is subject to public release by the City.

N. Intellectual Property. Each party acknowledges that the other party owns Intellectual Property as of the effective date of this Agreement, the possession of which shall not be challenged while this Agreement is in effect nor upon expiration or termination of this Agreement. Each party agrees that, except as explicitly and specifically provided in this Agreement, it shall acquire no license, right, title or interest in or to the other party's Intellectual Property by virtue of this Agreement. For purposes of this Agreement, **"Intellectual Property"** means the collective reference to all rights, title, interest, and privileges in or relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including all creative or proprietary interests, data, tools, business processes, methods, symbols, copyrights, patents, trademarks, service marks, trade names, trade secrets, internet domain names and licenses, whether now or hereafter existing.

The City shall own and continue to own: (i) all Intellectual Property owned by the City prior to the date of this Agreement, and (ii) all Intellectual Property developed or purchased by the City independent of and apart from this Agreement (collectively, **"City Intellectual Property"),** and nothing herein grants or transfers to Operator any ownership interest in such City Intellectual Property.

Operator (including, for all purposes, Operator's Affiliates, and third party licensors) shall own and continue to own all Intellectual Property owned by Operator prior to the date of this Agreement, including, without limitation, (i) all registrations worldwide for a family of trademarks used for a variety of health- related goods and services and (ii) all programming and operational manuals prepared by Operator for delivery of services and management of the Facility under this Agreement and all systems and methods of delivery for the services and management of the Facility (collectively, **"Operator Intellectual Property"),** and nothing herein grants or transfers to the City any ownership interest in such Operator Intellectual Property, even if such Intellectual Property is embodied in any services or deliverables provided to the City under this Agreement. Notwithstanding the foregoing, the City shall have the right to use and reproduce, for its business purpose and not in any way that competes with Operator, such reports and manuals produced for it by Operator under this Agreement without having to pay a royalty to Operator and (ii) Operator shall have the right to use, consistent with its customary business practices, any Operator Intellectual Property (which shall not include any City data) contained in such reports. For purposes of this Agreement, the term

"Affiliate" shall mean any other entity directly or indirectly controlling, controlled by or under common control with entity. An entity shall be deemed to control another entity if the controlling entity owns fifty-one percent (51%) or more of any class of voting securities (or other ownership interests) of the controlled entity or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled entity, whether through ownership of stock or other ownership interests, by contract or otherwise.

O. Relationship of Parties: This Agreement does not create an association, joint venture, or partnership between the Parties. Neither Party has any right, power, or authority to enter into any agreement or undertaking for, or to act on behalf of, or to act as an agent or representative of, or to otherwise bind, the other.

P. Right of Entry: The City shall have the right at any time to enter upon or into the Facility for any purpose it may deem necessary for the administration of this Agreement.

Q. Rights and Remedies: The parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be those expressly set forth in this Agreement, as well as permitted at law or in equity.

R. Severability: If a court of competent jurisdiction invalidates or finds one or more of the provisions of this Agreement unenforceable such finding shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

S. Successors: This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.

T. Taxes: Any and all taxes or assessments of any nature that may be lawfully imposed by a taxing authority upon the business, including sales taxes, shall be collected and paid promptly by the Operator.

U. Third Parties: This Agreement does not grant rights or benefits of any nature to any third party.

V. Waiver: Neither the failure of either party to insist, enforce or require strict performance of any provision in the Agreement or to act on the defaults of the other Party, nor any acceptance of payment or performance during the continuance of any such default, precludes any right, relief or remedy available to the non-defaulting Party, and may not be relied upon by the other Party as a consent to those defaults.

Signature: Alan Lanning

Email: alanning@cityofbethel.net

Signature: Steven A. Alavi
Steven A. Alavi (Oct 6, 2023 19:11 CDT)

Email: steve.alavi@hfit.com

27. REPRESENTATION AND WARRANTIES

A. Operator represents and warrants to City that:

a. It has the full legal ability and authority to enter into and carry out its obligations under this Agreement, and this Agreement constitutes a valid, legally binding, and enforceable obligation of Operator and does not conflict with the terms of any other agreement by which it may be bound.

b. All approvals necessary to allow Operator to enter into this Agreement and to carry out the obligations contemplated herein have been given or received and shall remain in full force and effect.

c. There are no applicable constitutional provisions, laws, regulations, decrees or rules of Competent Authorities of Alaska in force on the date of execution of this Agreement, that restrict or prohibit the ability of Operator to enter into and perform the terms of this Agreement. Operator is not entitled to immunity from legal process or jurisdiction on grounds of sovereignty or otherwise.

d. This Agreement does not conflict with any provisions of any law, including any regulation of the State of Alaska in effect on the date of execution of this Agreement.

B. City represents and warrants to Operator that:

a. City is a municipal corporation under the laws of the State of Alaska;

b. City has the full legal ability and authority to enter into and carry out its obligations under this Agreement and this Agreement constitutes a valid, legally binding and enforceable obligation of City and does not conflict with the terms of any agreement by which it may be bound; and

c. There are no provisions of any organizational document of t h e City which restrict or prohibit the ability of City to enter into and perform the terms of this Agreement.

28. EXHIBITS

Exhibit A -Land, Real Property Improvements and Equipment (updated 7/1/18).

CITY OF BETHEL
Alan Lanning,
Interim City Manager

A

Dated:
Oct 6, 2023

HEALTH FITNESS CORP.
Steve Alavi,
HealthFitness Chief Financial Officer

10/

Dated:
Oct 6, 2023

CITY OF BETHEL

City Manager's Office

DATE ISSUED: December 17, 2024

ATTENTION: City of Bethel Governing Body

SUBJECT: Marijuana License Retail Store #21227 Renewal, Essenkay, LLC
Doing Business as Kusko Kush

On December 5, the Alcohol and Marijuana Control Office provided notice of a marijuana license retail store license renewal for store #21227 Essenkay, LLC, owned by Naim Sabani, and Jarred Karr, located 781 3rd Avenue, doing business as Kusko Kush. The City has until February 3, 2025 to protest the renewal.

In accordance with Bethel Municipal Code 5.10.020, the application was submitted for review as follows:

1. To the planning director or their designee is to determine if the applicant has complied with the conditional use provisions of the Bethel Municipal Code;

2. To the finance director or their designee is to determine whether the licensee or license transferee is delinquent in paying to the city any tax, assessment, business license fee, or fee or charge for utility service for the business and/or affiliate (as defined in 3 AAC 304.990) that operates or will operate under the liquor license;

3. Public Safety is to determine whether, in their opinion, there have been excessive calls for service, excessive numbers of convictions or arrests for unlawful activity at the license location, police or ambulance reports, reports of unlawful activity at the license location, or police, fire or ambulance dispatches to the license location.

After a review of the required items, Administration does not find the business to be out of compliance with planning requirements, business licensing, sales tax, or other fees or charges, and has not an excessive number of police for fire related calls to the location. The Administration has not found cause to protest the issuance of the renewal under BMC 5.10.020.

Sincerely,

Lori Strickler
City Manager

CC:
Essenkay, LLC
Via email: kuskokush@gmail.com

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 5, 2024

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Essenkay, LLC
DBA: Kusko Kush
VIA email: kuskokush@gmail.com
Local Government: Bethel
Via Email: lstrickler@cityofbethel.net cityclerk@cityofbethel.net
Community Council:
Via Email:
CC: n/a

Re: Retail Marijuana Store #21227 Combined Renewal Notice

License Number:	#21227
License Type:	Retail Marijuana Store
Licensee:	Essenkay, LLC
Doing Business As:	Kusko Kush
Physical Address:	781 3rd Ave Bethel, AK 99559
Designated Licensee:	Jared Karr
Phone Number:	907-545-4977
Email Address:	kuskokush@gmail.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2024/2025 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2).

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

Hunter Carrell

For Lizzie Kubitz, Acting Director
907-269-0350

Alcohol & Marijuana Control Office

License Number: 21227
License Status: Active-Operating
License Type: Retail Marijuana Store
Doing Business As: Kusko Kush
Business License Number: 2084675
Designated Licensee: Jared Karr
Email Address: kuskokush@gmail.com
Local Government: Bethel
Local Government 2:
Community Council:
Latitude, Longitude: 60.795355, -161.761337
Physical Address: 781 3rd Avenue
Bethel, AK 99559
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10096634
Alaska Entity Name: Essenkay, LLC
Phone Number: 907-545-4977
Email Address: kuskokush@gmail.com
Mailing Address: PO BOX 2343
BETHEL, AK 99559
UNITED STATES

Entity Official #1

Type: Individual
Name: Jared Karr
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-545-4977
Email Address: kuskokush@gmail.com
Mailing Address: PO Box 2511
Bethel, AK 99559
UNITED STATES

Entity Official #2

Type: Individual
Name: Naim Sabani
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-545-4977
Email Address: kuskokush@gmail.com
Mailing Address: PO Box 2343
Bethel, AK 99559
UNITED STATES

Note: *No affiliates entered for this license.*

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-20: 2024-2025 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Essenkay, LLC	**License Number:**	21227		
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	**State:**	Alaska	**ZIP:**	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Naim Sabani
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	DS NS
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	DS NS
I certify that a notice of violation has **not** been issued for this license between July 1, 2023 and June 30, 2024.	DS NS

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	N/A

Alaska Marijuana Control Board

Form MJ-20: 2024-2025 Renewal Application Certifications

Section 5 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement: Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued. DS NS

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application. DS NS

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state. DS NS

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board. DS NS

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees. DS NS

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board. DS NS

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed. N/A

If multiple licenses are held, list all license numbers below:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification. DS NS

Naim Sabani	DocuSigned by: Naim Sabani 5EC09E0BC65645E...
Printed name of licensee	Signature of licensee

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-20: 2024-2025 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Essenkay, LLC			**License Number:**	21227
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	**State:**	Alaska	**ZIP:**	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Jared Karr
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	DS
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	DS
I certify that a notice of violation has **not** been issued for this license between July 1, 2023 and June 30, 2024.	DS

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	N/A

Form MJ-20: 2024-2025 Renewal Application Certifications

Section 5 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement: Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued. DS

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application. DS

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state. DS

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board. DS

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees. DS

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board. DS

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed. N/A

If multiple licenses are held, list all license numbers below:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification. DS

Jared Karr
Printed name of licensee

DocuSigned by:
C1610C1A8DBF4D9...
Signature of licensee

City of Bethel, Alaska

City Manager's Office

December 12, 2024 – January 8, 2025

Personnel

Resignations:
Caleb Sleppy, Piped Services Foreman
Allie Batchelor, Accounting Specialist II

Both employees provided significant value to our organization. We are sad to see them go but with them the very best in their new endeavors.

Capital Project Updates

Public Safety Communications Tower

This construction project was funded primarily through a State Legislative appropriation of $500,000 with a $200,000 City match. This project consists of the construction of a City owned radio tower at the Police Department for first responders communications. The project is near completion. The final step is to remove the antennas located on the KYUK tower which the City is playing a leas on. This removal is planned to take place prior to January 17, 2025.

Community Center Design

A meeting was held with UIC, the construction contractors, DOWL, the City's engineering team and Architects Alaska, the design team to go over the final concepts for the design before the 65% design is due near the end of January. One item discussed was the mezzanine walking track as requested by the public, council, and committee. It was determined to design and make accommodations for a future install of a walking track on the second floor, the City should expect to pay an additional $2 million now. The increased costs would be in response to the need for an elevator to access the walking track as well as needing to widen the area to ensure the walking track wouldn't interfere with the basketball courts. The team determined the cost was too great to consider the phased inclusion of the walking track mezzanine.

Grant Updates

Safe Streets for All

The City has been awarded $52,800 to develop a pedestrian safety plan. There is a $13,000 match for the City. The City will work with DOWL to create the plan through community outreach. We won't have the funds for another two months. In the meantime, I will be requesting a subcommittee consisting of one member of Planning, Public works, Public

citymanager@cityofbethel.net
907-543-1373

Safety and Community Parks be created. I hope to have that approval document drafted for the January 14th meeting so that we can add the appointments to the agendas for February.

Financial Updates

As of December 31, 2024:

Total Taxes Collected were $7,179,197 out of the budgeted $11,669,000, this is 38.5% of expected earnings and we are 50% through the fiscal year.

Operational Updates

Finance General

- Continuation-The end of the year is busy for our sales tax team. They are working with just over twenty businesses that are delinquent in their sales tax so that they can be compliant with the code requirements for their sales tax certificate renewals.
- Continuation-We continue to work on a plan for our FY26 budget. The goal of this budget cycle will be to streamline the processes from start to finish.
- The City should expect to see the FY23 draft audit the second week of February. The contracted third party auditor will begin auditing the City's FY24 audit likely in November, and the FY25 Audit in January. This progression should get us back on a regular audit review rotation for FY26.
- We look forward to publishing the sales tax delinquency list within the first quarter of 2025.
- We will be releasing a request for proposals for business audit services in the month of January.
- We have created an online form to allow new businesses to register their business. Business registration renewals are able to use their current online account to renew, saving everyone time.
- Administration has been paying close attention to the Alaska Remote Sellers list which is managed by the Alaska Remote Sellers Sales Tax Commission. We will be providing a list of sellers to the public to help ensure those vendors operating outside of Bethel are fully registered and paying taxes.
- We are preparing public education materials for residents and business owners to help ensure those operating a business know that they are and know what to do to maintain compliance with our sales tax remittance requirements.
- The State of Alaska Public Employees Retirement System has been facing challenges accepting PERS contributions from agencies since November. In late December the City worked with the state to set up a manual entry process not yet afforded to many municipalities. While our employee contributions are now held with the State and will be for future months, many employees will still see a delay in the way those contributions are applied because there is a manual entry process required. The State is testing the new system out now and we are hopeful that the situation improves soon.

citymanager@cityofbethel.net
907-543-1373

Finance Utility Billing/Utilities

- Utility Billing and their coordination with hauled utilities will be changing a bit to help support the operations when staff is out of the office. Additional admin support will be trained to help cover offices to ensure uninterrupted communication with our customers.
- The hauled utility department will begin calling residents if a property isn't accessible for the hauled service. This will be in conjunction with the familiar blue tag but will provide more immediate notice to the customer which may allow them to correct the impacts of the delivery prior to the end of the route allowing for a later delivery.

Human Resources

- We are reviewing our travel and training policy and have updated the employee travel and training form. We hope to release the new policy and form by the end of January.

Port

- There are two Request for Proposals/Bids nearly ready for release to contractors. The first is for the smaller port wall repairs, the east wing wall, and the impact location.

citymanager@cityofbethel.net
907-543-1373

CITY OF BETHEL
OFFICE OF
JAMES C. HARRIS
CHIEF OF PUBLIC SAFETY
harrisjc@cityofbethel.net

November 2024 Monthly Report
Police Department

Personnel:

Current Staffing			
Position	**Allocated**	**Staffed**	**Vacant**
Safety Patrol (three grant funded)	3	3	0
Community Service Officer	2	2	0
Evidence and Record Custodian	1	1	0
Administrative Assistant/Taxi Inspector	1	1	0
Public Safety Dispatcher (one E911 funded)	5	5	0
Public Safety Dispatch Supervisor	1	1	1
Peace Officers (one grant funded/reimbursed SRO)	20	15	5

Operations:

Operations Tempo				
	December 2024	**November 2024**	**December 2023**	**2024 Total**
Calls Total	1311	958	1029	19541
Reports Total	95	91	82	1478
Intoxicated Pedestrian Calls	170	150	180	1986
Driving Under Influence Calls	21	13	5	176
Domestic Violence Reports	17	9	18	302
Disturbance Calls	85	73	71	1066
Subject Removal Calls	113	85	109	910
Animal Calls	35	40	17	428
Animal Bite Reports	2	2	0	12
Sexual Assault Reports	5	4	6	42
Death Investigation Reports	1	0	2	13

Dispatch: (907) 543-3781 FAX: (907) 543-5086

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PERSONNEL:

Background has been completed on Mr. James Harrington, Certified officer from Indiana, request to hire has been submitted. Mr. Harrington is going to move to bethel to live full time.

Background has been completed on Ceaira Preuett, certified officer out of Fairbanks and Michelle Griesheimer From Washington, Both will begin work on January 27,2025

Background has been completed on Jamarsa Hill from Luisiana. Will begin work on

Karen Pitts has been hired as dispatch supervisor, will start work 01/06/2025.

Bethel Police Department and Fire Department teamed up to conduct a cops with kids event during the Christmas Holiday. With the assistance of AC toys were provided to children in need.

Bethel Fire Department December Report
Total Calls: 137
Fire Calls: 17
EMS Calls: 120
Most fire calls were either false alarms, odor/smoke removal or vehicle/house lockouts.
Notable Fire Calls
On 12/11/2024 Firefighters responded to the area of 2nd ave for a powerline on fire, Upon arrival crews witnessed an arcing wire that had disconnected and was shorted to another wire. AVEC was notified crews shut down the road while AVEC secured the power. There were no injuries reported.
On 12/14/2024 Firefighters responded to the area of Larson for a steamhouse that was on fire. Crews were able to extinguish the fire before it could reach any nearby buildings. The fire was extinguished and there were no injuries reported.
Notable EMS Calls
On 12/6/2024 EMS responded to the area of tundra ridge for a report of a Pt bleeding from the head. Bleeding was controlled and pt was seen for further care.
STAFFING
Career staffing: 9 out of 12 positions are filled
Volunteer Staffing: 26 Volunteers
Injury's: Currently there are no injuries to be reported

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William Arnold, Public Works Director
1155 Ridgecrest Drive
PO Box 649 Bethel, AK 99559
P: (907) 543-3110
F: (907) 543-2046
warnold@cityofbethel.net

MEMORANDUM
DATE: 12.31.2024
TO: City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department
Programs/Divisions
Chemical Storage Building is about 90% complete, Work at the Bethel Heights Water Treatment Plant is about 95% complete.

Hauled Utilities: I would like to thank the V&E department for the time and efforts they have put into the water and sewer trucks to keep them on the road. I need to acknowledge the help we have routinely received from road maintenance. Thank you building maintenance for keeping Tamara warm and for the other repairs you have done on the hauled services end of the building. Hauled water and sewer have had a successful month. We have kept all service routes on schedule with help from Jim Boan, Randy Turner and Buzz Chaney.

- **Utility Maintenance: 5 alarms on residential lift stations were responded to, requiring 4 repairs.**
- **Monthly meter readings and service connections/ shut offs were completed.**
- **Tundra Center lift station is still in dire need of repairs/ replacement. Currently, lift station is not functioning at full capacity/ has required creativity to modify pump to continue to operate.**
- **Mixing and degreasing our larger lift-stations to prevent FOG build up.**
- **Leveling activities on low-flow and plugged sewer lines.**

Currently have 2 vacant positions.

Property Maintenance:

Pool Building	

	12/03 Go over water heating system with Long technician
	12/06 Look at broken lock assembly on storage room door.
	12/09 Work on broken lock assembly and order new one
	12/18 Check computer for windmill controls
	12/19 Work on handles in women's showers
	12/19 Repair late in women's locker room
	12/28 Work on glycol pumps upstairs for heating system
	12/30 Work on Pumps 13 and 14 at Pool
Public Works Building	
	12/03 Thaw floor drain southside
	12/03 Adjust thermostats in building
	12/04 Work on exhaust duct for waste oil burner
	12/05 Replace coil in steamer 1
	12/06 Replace coil in steamer 2
	12/07 Lower all flags half-mast for Pearl Harbor Day observance
	12/12 Made Court House key for Midnight Sun Cleaners
	12/12 Replace fuel pump on steamer
	12/16 Clear clog in upstairs toilet
	12/16 Worked on HPL
	12/17 Worked spray nozzle for pressure washer wand
	12/18 Order cores and keys for new chemical storage building
	12/18 Work on exhaust duct for waste oil burner
	12/23 Stamped 30 new keys CS1 for new chemical storage building
City Hall	12/04 Salt side entrance
	12/04 Pickup trash front entrance
	12/05 Check zone valve in city manager's office
	12/17 Attend Parks and Rec meeting
	12/26 Unlock IT office door so Finance could get a printer ribbon
Fire Department	12/04 Check holding tank pump for reported noise
	12/11 Relace air intake control on boiler
	12/16 Clear clog in toilet
Police Department	12/02 Turn downstairs temp up
	12/04 Unstop toilet

	12/10 Boiler in shop hard lockout. Cleaned Eye
	12/11 Replace photocell for outside lighting
	12/20 Replace glycol pump
	12/27 Work on wind block for shop boiler air intake
	12/30 Work on lift station
Bethel Heights Water Plant	**12/2 Replace fuel gauge on boiler**
	12/12 Replace pressure relief valve boiler 1
	12/12 Added glycol to boiler system
Courthouse Building	**12/03 Replace fuel pump on boiler**
	12/04 Clean pee trap
	12/05 Replace fill valve on toilet
	12/06 Check for cause of reported burning smell planning department
	12/23 Boiler in lockout. Reset
	12/27 Escort elevator inspector
Transit Bus Building	**12/03 Cut trees behind building**
	12/04 Build cover for rear entrance to hook up HPL
	12/06 Move hook up and turn on HPL
	12/08 Refuel HPL
	12/10 Refuel HPL
	12/11 Start HPL adjust unit temp for outside temp
	12/16 Drop off fuel for boilers
	12/16 Fill fuel HPL
	12/17 Move HPL to recycle building
	12/24 Move old glycol pumps to Facility Maintenance office
Port Office Building	**12/23 Replace fire stop on boiler 1**
Streets and Roads Building	**12/16 Bleed fuel for unit heater**
Teen Center	**12/11 Replaced photocell for outside lighting**
	12/17 Move HPL to recycle building for frozen lift station

	12/18 HPL not starting move to public works building for repairs
	12/18 Place HPL back to continue thawing lift station
	12/18 Add fuel to HPL
	12/19 Remove HPL and bring to public works for service
City Center Generator Building	12/26 Replaced fan motor and fan on heater
Dog Pound	12/27 Work on fresh water holding tank.
Play Parks in General	
x10 Parks	12/16 Check all city parks for trash
	12/01/2024 Building checks and rounds
All City Buildings	12/02/2024 Building checks and rounds
	12/03/2024 Building checks and rounds
	12/04/2024 Building checks and rounds
	12/05/2024 Building checks and rounds
	12/06/2024 Building checks and rounds
	12/06/2024 Building checks and rounds
	12/07/2024 Building checks and rounds Lower and raise flags for Pearl Harbor Day
	Refuel HPL
	12/08/2024 Building checks and rounds Refuel HPL
	12/09/2024 Building checks and rounds
	12/10/2024 Building checks and rounds
	12/11/2024 Building checks and rounds
	12/12/2024 Building checks and rounds
	12/13/2024 Building checks and rounds
	12/14/2024 Building checks and rounds
	12/15/2024 Building checks and rounds
	12/16/2024 Building checks and rounds
	12/17/2024 Building checks and rounds
	12/18/2024 Building checks and rounds
	12/19/2024 Building checks and rounds
	12/20/2024 Building checks and rounds
	12/21/2024 Building checks and rounds
	12/22/2024 Building checks and rounds
	12/23/2024 Building checks and rounds
	12/24/2024 Building checks and rounds
	12/25/2024 Building checks and rounds
	12/26/2024 Building checks and rounds
	12/27/2024 Building checks and rounds

	12/28/2024 Building checks and rounds
	12/29/2024 Building checks and rounds
	12/30/2024 Building checks and rounds
	12/31/2024 Building checks and rounds

Road Maintenance: Business as usual. Clear and cold.

Vehicles and Equipment: Servicing and repairing all city vehicles and equipment as needed

Transit System: First of all, I would like to thank my Transit Drivers for an awesome year that they provided for the riders of City of Bethel. Huge thanks also to the Maintenance crew for keeping the Transit buses on the road along with the Streets and Roads crew for always keeping the roads and driveways of the Transit Barn clear of snow and the Water and Sewer crew for always providing water and keeping the sewer tank empty.
December's riders consisted of 2,695 Seniors, 21 Youth, 106 Adults, 82 Disabled, and 1,058 Pass riders. TS 1 logged 1,591 miles and used 181.251 gallons of fuel and TS 2 logged 938 miles and 86.753 gallons.
86 Day and 13 Month passes were purchased making the total fares of $2,935.00.
ONC purchased for their clients JAN-MAR month passes.
Looking forward to 2025 new year!

Landfill & Hauled Refuse: First of all, I would like to thank the crew that I have working for me. December the Dumpster trash truck brought 82 loads of trash to the landfill, Misc. city trucks brought 5 loads to the landfill, there was 918 cubic yards of trash brought in by Commercial customers, we received 4 refrigerators to remove the freon from before we dispose of them, and 1 auto.

Staffing Issues/Concerns/Training:

City of Bethel

Finance Department

Manager's Report for December 2024

Date: January 6, 2025

To: Lori Strickler, City Manager

From: Cynthia Sharp, Deputy Finance Director

Subject: Management Report

Current Events within the Finance Department

December has been a busy and productive month for the Finance Department.

Front Desk stays busy answering phone calls, processing payments, taking care of walk in customers

Sales Tax has been busy getting the Sales Tax Certificate renewals processed and sent out.

Utility Billing is now sending all Commercial Account bills VIA email.

AP/Payroll: Is getting ready to launch the new online timecard

General Ledger: Keeps us all in balance-Sam is busy as always

We are still working on the FY23 Audit as well as the FY26 Budget

Finance Committee

The Finance Committee had a quorum and was able to meet. Discussed revision of BMC 4.14.050-Transient Lodging Delinquency Penalties Proposal, Approval of 2025 Meeting calendar and declared a vacancy for the Finance Committee.

Personnel/Open positions: Finance Director

Accounting Specialist I

MEMORANDUM

DATE: January 6, 2025

TO: Lori Strickler, Acting City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report for January 14, 2025 Bethel City Council Meeting

Grant Award

Energy Efficiency and Conservation Block Grant

The City of Bethel was awarded $75,220 from the U.S. Department of Energy to purchase and install solar panels on the rooftop of the YK Fitness Center. Upon installation of the 20.50 kW system, the City is expected to save $4,642/yr. In electricity cost.

Grant Applications in Preparation

State Capital Requests

I am preparing three State Capital Requests for funds based on the three capital priorities established by Bethel City Council: 1) Expansion of Bethel Community Center; 2) Planning, Permitting, and Design of Port of Bethel East Wall; and 3) Planning, Permitting, and Design of New Public Works Building.

EPA Grant for Removal of Derelict Vessels

The City must apply for a grant from the Environmental Protection Agency in order to secure the $5.018 million appropriation from Senator Murkowski's Office.

State Homeland Security Program Grant

I will prepare and submit three equipment requests for the City's State Homeland Security Program Grant application: 1) Port of Bethel cameras, 2) security cameras for Police Station, and 3) card reader system for Police Station doors.

State Revolving Loan Fund

I am preparing three Questionnaires for three projects: 1) Sewer Haul Truck, 2) Water Haul Truck, and 3) Q2 Lift Station Rehabilitation. The City is hopeful that the loan requests result in an allocation of forgiveness money for one or more projects.

Grant Administration

Health & Equitable Communities Grant

As the City's Healthy & Equitable Communities grant drew to a close on December, 31, 2024, the City obtained permission to spend the balance of $959.16 on floating dumbell weights and floating punching bags for the pool. Stacey Reardon made the purchase before the deadline. The City used this grant to purchase and install two playgrounds in Bethel, purchase a volleyball net, and exercise equipment for the fitness center. The City also contributed $13,500 in grant funds to the Winter House. This grant was a COVID-19 inspired grant that the City chose to use to support healthy outdoor and indoor recreation and fitness activity.

Current Grants

See list on following pages.

City of Bethel Current Grants

#	Grant	Amount	Expiration
1	**Coronavirus Capital Project Fund**	$ 9,000,000	12/31/2026
	Design and construction of Bethel Multiuse Community Center (gym, computer facilities). This fund has yet to be tapped for design/construction costs.		
2	**Denali Commission Grant**	$ 500,000	9/30/2026
	Design and construction of Bethel Multiuse Community Center (gym, computer facilities). This fund has yet to be tapped for design/construction costs.		
3	**CSP - DHSS FY 2025**	$ 323,081	6/30/2025
	The new report asks for verification that the CSP program saves lives of those unable to care for themselves.		
4	**23SHSP-GY23 – Virtual Simulator & Fencing**	$ 268,000	9/30/2025
	The City must complete the Environmental, Historical and Preservation documents necessary for		
5	**Coronavirus Local Fiscal Recovery Fund (ARPA)**	$ 3,361,604	12/31/2024
	The City must spend the remaining grant funds by December 31, 2024. The construction of the Chemical Storage Building and engineer fees are expected to consume the grant balance.		
6	**Designated Legislative Grant > YK Fitness Center Gym/Track Design**	$ 500,000	6/30/2026
	DOWL, LLC and Architects Alaska are working on the 65% design of the new Community Center to be attached to the YK Fitness Center. The City needs about $3.5 million in additional funds to cover the construction cost revealed at the 35% Design stage. A cost estimating firm was hired to complete an independent cost estimate at the 95% Design stage.		
7	**Designated Legislative Grant > Public Safety Communication Tower**	$ 500,000	6/30/2028
	STG, Inc. is nearly complete with the installation of the Public Safety Communications Tower.		
8	**Designated Legislative Grant** > **Dust Control**	$ 1,200,000	6/30/2029
	City will make purchases that include hydroseeder equipment, calcium chloride, and gravel.		
9	**State and Local Cybersecurity Grant Program (SLCGP)**	$ 75,000	9/30/2026
	The City of Bethel plans to hire a consultant to conduct a cybersecurity review of the City's IT network, equipment, software, and physical layout. The City plans to use recommendations in the plan as grant requests next year.		
10	**Healthy & Equitable Communities Funding**	$ 242,057	12/31/2024
	I will prepare and submit the final progress report and final financial report in January 2025. The City is preparing to close this grant by December 31, 2024.		
11	**VSW Capital Improvement Project Grant**	$ 13,860,000	
	City hired Sturgeon Electric to complete the water treatment plant improvements. These improvements are necessary to make the plant ready to connect water pipes to the new school and the Martina Oscar Subdivision.		

12	**APEI Safety Grant**	$ 5,000	9/30/2025
	The City's Streets and Roads Division purchased orange cones and barricades to keep workers and the public safe during road work.		
13	**Last Frontier Housing Initiative**	$ 5,000,000	12/31/2026
	Alaska Housing Finance Corporation is the grantor. City hired Urban KNKT to construct and operate three rental units to serve low-income residents. The City hired Kuqo Construction to construct three professional housing two-bedroom units.		
14	**State Homeland Security Program Grant - SFY 25**	$ 9,000	9/30/2026
	This grant will cover the cost of paying a trainer to come to Bethel to teach ICS-300, an Incident Command System course for first responders and municipal administrators who may play a role in a major emergency situation.		
15	**Safe Streets 4 All Grant**	$ 52,800	TBD
	The City was awarded a grant to pay DOWL to develop a Safety Action Plan for the community of Bethel. Infrastructure, equipment, road signs, and other hardware recommended in the safety plan become eligible for funding in the next Safe Streets 4 All grant opportunity.		
16	**Justice Assistance Grant (JAG)**	$ 11,116	9/30/2025
	Security cameras and access control system installation at Police Station. The City is applying for Homeland Security grant funds to match this grant for the full purchase of cameras and card reader equipment.		
17	**Energy Efficiency and Conservation Block Grant (EEBG)**	$ 75,220	9/30/2026
	Solar panel installation on YK Fitness Center.		
18	**Rasmuson Foundation Grant**	$ 250,000	TBD
	This grant will cover part of the cost of constructing a new animal shelter in Bethel.		
	Total	$ 35,787,416	

MEMORANDUM

Date: January 2, 2025
To: Lori Strickler, City Manager
From: Lee Foley. Planning Director
Subject: Planning Director's December 2024 Report

December 2024 Events

- Property Issues/Public Nuisance Updates
    1. 244 Akiak – Owner in non-compliance
    2. 410 Owl Street – Landlord lives in Billings, Montana. Certified letter received but no response to date
    3. 229 Akiak – Owner in non-compliance
    4. 808 Ptarmigan Road – Owner in non-compliance
    5. 800 & 800A Tundra Road – Owner in non-compliance
    6. 236 Akiak – Nuisance issues being corrected
    7. 9330 Nengqerralria – Owner in non-compliance
    8. 1111 Uivik – Certified letter received but no response
    9. IPHC – Alaska 4th & Main – No updates
    10. 9316 Nengqerrarlia Drive – Still trying to determine ownership
    11. Abandoned Home on 6th Avenue with no address: Nuisance issues Corrected. Case closed
    12. 017 A, B, & C Kwethluk – Sent certified letter to possible owner in Las Vegas, Nevada, but the letter came back undelivered.
    13. 140 Togerson – Owner in non-compliance
    14. 621 Setter – Owner in non-compliance

Planning will work with the City Attorney and City Manager to bring the cases of non-compliant owners before the City Council for initial resolution.

- Site Plan Permits – No Site Plan Permit Applications for December 2024

- Planning Commission – Provided updates on property issues/public nuisances, Blue Sky Subdivision open space/park use, and proposed creation of new City Park on Fifth Avenue

- Abandoned Vehicles – Addressed in nuisance letters

- Vacancies – Fully staffed

- Large Projects:
  1. Ptarmigan Street Encroachments – No updates
  2. City of Bethel Professional Housing Project – Checked site 01/02/25. The external appearance of buildings has not changed. All possible entrances are boarded up and no one was on the site so I could not view the internal spaces.
  3. AC Store Construction – No updates

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311

To: Lori Strickler, City Manager

From: Edward Flores, Port Director

Subject: December 2024 Managers Report

- **Small Boat Harbor**
  December was a quite month for the Small Boat Harbor. Vehicles in the harbor is at zero to one at anytime. We have worked for the past few winters to clear out all the vehicles during the off season. hopefully the weather has been cold enough to make sufficient ice in the harbor, next week we are planning on checking the ice to see if we can start work on the approaches. We will start with the northwesternmost approach the week of the 7th of January.

- **City Dock/Beach 1/Petro Port**
  The City Dock and Beach 1 are at their slowest points of the year. I believe we had maybe three companies access the dock and beach 1 this last month. Bowhead Transport's footprint on the dock is spread out more than what they would like but this is due to lack of stackable equipment on their part. I have talked with the company and they are trying to get a representative out here to try and lessen their footprint, for the Port it is a non issue we can work around their stuff without a problem.
- **Port Office**
  The port office is running well. We have no issues with connectivity or heat. Building Maintenance Has turned on the second boiler, so now we are running both boilers for the winter months. We did have an incident where one of the boilers went down near the end of last year, but building Maintenance took care of the problem and it is resolved now. we will be spreading ice melt as needed for foot traffic around the office.

- **Admin**
  Our monthly storage is prepared and will leave the Port office this first week of January.. The Port Commission did not meet in December, Our next scheduled meeting will be at 7 p.m. on January 20th, 2024. At City Council Chambers.

- **Misc.**
  We do have a couple of ramps for the small boat harbor that need to be worked on, we have identified ones that need the most work and have taken the first one to the sand shed to be assessed and fixed. And when that one is done we will bring the next one down.
  The Port has been helping out with the mail since the last half of November and will continue to do so for the rest of the month of January. We will be working on an RFP for the floats in the Harbor.

BETHEL TRANSIT SYSTEM

03 JAN 2025

Happy New Year!

Bethel Transit System has been a busy year. Both buses (439 & 440) were getting to be on their last legs. After a site visit from both state and federal representatives, I was told that the primary bus 440 which was in operation had to have a backup. The Maintenance crew did an awesome job making 439 operable. Both buses had many Bethel miles on them, which made them rattle a lot mainly from the chairlifts.

Huge thanks go to John Sargent, who made it all possible with FTA grant funds for the City to purchase 2 new buses which Transit desperately needed. Both buses arrived at the last barge in September 2024. After the maintenance inspection, TS 1 made its first debut on 04 OCT 2024. TS 2 will be a back up. I have received a lot of good comments from the riders regarding the new buses.

Here are the following numbers for the year 2024. 7,352 Elders, 186 Youth, 1,124 Adults, 1,196 Disabled, and 14,255 Pass riders. Total for all riders is 24,113.

1,211 Day and 189 Month passes were purchased and Transit profited $25,433.00.

The annual road miles were 23,592 and fuel purchased was 3,193.736 gallons

Looking for to 2025. Thank you.

Regards,

Evon A. Fox, Jr.

Transit Manager

CITY OF BETHEL
COMBINED CASH INVESTMENT
DECEMBER 31, 2024

COMBINED CASH ACCOUNTS

010-10200	CASH-GENERAL WELLS FARGO	(2,182,961.24)
010-10205	CASH-SWEEP WELLS FARGO	517,241.79
010-10210	CASH-PAYROLL WELLS FARGO	(612,986.72)
010-10220	CASH-UTILITY WELLS FARGO	2,459,120.65
010-10221	CASH-YKH&F WELLS FARGO	(201,349.95)
010-10225	CASH-XPRESS PAY DEPOSIT ACCT	555,378.17
010-10230	CASH-COMMUNITY ACTION GRANT	17.75
010-10360	CASH WF PC TICKETS	805,725.46
	TOTAL COMBINED CASH	1,340,185.91
010-10100	CASH IN COMBINED FUND	(15,583,774.50)
	TOTAL UNALLOCATED CASH	(14,243,588.59)

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO COMBINED CASH ACCOUNTS	(15,583,774.50)
100	ALLOCATION TO GENERAL FUND	7,869,635.14
160	ALLOCATION TO POLICE ASSET FORFEITURE	(66,780.50)
170	ALLOCATION TO VSW-HEAT TRACE REPLACEMENT	(15,408.79)
180	ALLOCATION TO BOARDWALK LIGHTING PROJECT	88,148.05
190	ALLOCATION TO AVENUES W&S GRANT USDA	(6,798.94)
200	ALLOCATION TO AVENUES W&S LOAN USDA	(2,905,681.00)
210	ALLOCATION TO STATE REVOLVING LOAN FUND-DWA	173,786.00
250	ALLOCATION TO LAND PLANNING AND DEVELOPMENT	21,172.97
260	ALLOCATION TO PARKS DEVELOPMENT FUND	40,845.33
270	ALLOCATION TO COMMUNITY SERVICE PATROL GRANT	143,485.51
280	ALLOCATION TO RECOVERY ACT JAG GRANT	(13,508.00)
330	ALLOCATION TO VOL. FIRE ASSISTANCE-DOF	4,963.68
400	ALLOCATION TO YK REG AQUA HLTH & SAFETY CTR	(3,800,832.18)
410	ALLOCATION TO E-911 SYSTEM/SURCHARGE	135,878.79
430	ALLOCATION TO WATER & SEWER GRANT PROJECTS	(16,000.00)
450	ALLOCATION TO INSTITUTIONAL CORRIDOR PROJECT	(115,901.89)
470	ALLOCATION TO PORT OFFICE CP FUND	(22,466.07)
490	ALLOCATION TO F49 PORT MULTI-FACILITY IMPRV.	(22,200.00)
500	ALLOCATION TO SOLID WASTE SERVICES	4,133,628.81
510	ALLOCATION TO WATER & SEWER SERVICES	2,593,853.22
520	ALLOCATION TO MUNICIPAL DOCK	6,304,270.26
530	ALLOCATION TO LEASED PROPERTIES	1,390,903.33
540	ALLOCATION TO EMPLOYEE GROUP HEALTH BEN.	(784,431.14)
560	ALLOCATION TO BETHEL PUBLIC TRANSIT SYSTEM	(557,109.23)
570	ALLOCATION TO VEHICLES & EQUIP MAINTENANCE	(466,814.40)
580	ALLOCATION TO FLEET REPLACEMENT FUND	1,999,240.35
600	ALLOCATION TO RASMUSON GRANT	4,430.32
603	ALLOCATION TO RVCR GRANT	(13,058.74)
605	ALLOCATION TO GRANTS UNDER $15,000	(16,121.36)
625	ALLOCATION TO COPS	(199,074.00)
630	ALLOCATION TO LAGOON UPGRADES DESIGN SERV	(163,867.62)
631	ALLOCATION TO FUND 631	(163,294.41)
650	ALLOCATION TO TRANSIT HEATING UPGRADES & BUS	(385,042.17)
660	ALLOCATION TO COVID-19 CARES ACT FUND	73,824.38
670	ALLOCATION TO THE AK COMMUNITY FOUNDATION	15,000.00

680	ALLOCATION TO HOMELAND SECURITY PROGRAM	(399,240.19)
720	ALLOCATION TO CARES ACTAK COMMUNITY TRANSIT	(414,243.07)
740	ALLOCATION TO FUND 740	(72,557.48)
780	ALLOCATION TO YK FITNESS CENTER DESIGN	(261,479.77)
830	ALLOCATION TO FUND 830	(1,428.20)
900	ALLOCATION TO BETHEL ENDOWMENT FUND	1,452,117.61
	TOTAL ALLOCATIONS TO OTHER FUNDS	(21,929.90)
	ZERO PROOF IF ALLOCATIONS BALANCE	(21,929.90)

CITY OF BETHEL

BALANCE SHEET

DECEMBER 31, 2024

COMBINED CASH ACCOUNTS

	ASSETS		
010-10100	CASH IN COMBINED FUND	(15,583,774.50)	
010-10200	CASH-GENERAL WELLS FARGO	(2,182,961.24)	
010-10205	CASH-SWEEP WELLS FARGO	517,241.79	
010-10210	CASH-PAYROLL WELLS FARGO	(612,986.72)	
010-10220	CASH-UTILITY WELLS FARGO	2,459,120.65	
010-10221	CASH-YKH&F WELLS FARGO	(201,349.95)	
010-10225	CASH-XPRESS PAY DEPOSIT ACCT	555,378.17	
010-10230	CASH-COMMUNITY ACTION GRANT	17.75	
010-10360	CASH WF PC TICKETS	805,725.46	
010-11210	INVESTMENT-AMLIP	73,640.91	
010-11750	CASH CLEARING - UTILITY	(755,640.94)	
010-11751	CASH CLEARING - CEMETERY	(582.66)	
010-11755	CASH CLEARING - A/R	(13,085.84)	
010-11756	CASH CLEARING - BUS.LICENSE	(9,900.00)	
010-11757	CASH CLEARING - BUSINESS TAX	(1,025,143.46)	
010-11759	CASH CLEARING - YKH&F	(135,597.61)	
010-12900	TVI-CENTRAL TREASURY ACCT	15,247,267.21	
	TOTAL ASSETS		(862,630.98)
	LIABILITIES AND EQUITY		
	LIABILITIES		
010-20100	VOUCHERS PAYABLE	(4,829.33)	
	TOTAL LIABILITIES		(4,829.33)
	TOTAL LIABILITIES AND EQUITY		(4,829.33)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

GENERAL FUND

ASSETS

100-10100	CASH IN COMBINED FUND	7,869,635.14	
100-11010	PETTY CASH/CASH IN TILL-YOUTH	70.00	
100-11020	PETTY CASH/CASH IN TILL-POLICE	256.18	
100-11030	PETTY CASH/CASH IN TILL-FINANC	500.00	
100-12000	ACCOUNTS RECEIVABLE-EMP ADV	(2,700.00)	
100-12020	ACCOUNTS RECEIVABLE-BTC MODULE	326,301.39	
100-12030	ACCOUNTS RECEIVABLE-AR MODULE	8,535.44	
100-12040	ACCOUNTS RECEIVABLE-BL MODULE	19,950.00	
100-12200	INTEREST RECEIVABLE	25,003.26	
100-12800	ACCRUAL - TAXES	1,631,520.32	
100-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(18,360.75)	
100-13200	INVENTORY - HEATING FUEL	55,324.72	
100-13300	INVENTORY-TREATED LUMBER	2,361.99	
100-13500	INVENTORY - PIPE	29,098.50	
100-17600	PREPAID INSURANCE	513,156.29	
100-17700	PREPAID WORKERS COMP	43,748.03	
100-17800	PREPAID - OTHER EXPENSES	12,099.19	
100-18000	SUSPENSE	(150,661.90)	
100-18300	SUSPENSE - BULK DIESEL FUEL	22,066.42	
100-19500	MISC RECEIVABLES - GENERAL FUN	2,925,632.54	
	TOTAL ASSETS		13,313,536.76

LIABILITIES AND EQUITY

LIABILITIES

100-20100	VOUCHERS PAYABLE	27,351.69	
100-20700	PAYABLE - CHILD SUPPORT	1,057.23	
100-20710	PAYABLE - GARNISHMENT	278.40	
100-20720	PAYABLE - SOCIAL SECURITY	15,438.97	
100-21000	ACCRUED PAYROLL	200,469.80	
100-21200	PAYABLE FED W/H	118,250.88	
100-21300	PAYABLE MEDICARE FICA	34,463.12	
100-21410	PAYABLE - PERS	253,787.62	
100-21600	PAYABLE - HEALTH INSURANCE	121,786.92	
100-21610	PAYABLE - AFLAC	(504.42)	
100-21700	PAYABLE - UNION DUES	(2,396.92)	
100-21900	PAYABLE - OTHER DEDUCTIONS	(151.75)	
100-22100	ACCRUED VACATION	(691.06)	
100-23200	UNCLAIMED PROPERTY PAYABLE	15,156.01	
	TOTAL LIABILITIES		784,296.49

FUND EQUITY

100-26900	INSURANCE CONTINGIENCY	1,815.00	
100-27000	DEFERRED REVENUE - SALES TAX	17,297.99	

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	(629,309.76)		
BALANCE - CURRENT DATE		(629,309.76)	
TOTAL FUND EQUITY			(610,196.77)
TOTAL LIABILITIES AND EQUITY			174,099.72

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
100-40-4300	TAX - SALES	2,923,043.53	2,923,043.53	8,400,000.00	5,476,956.47	34.8
100-40-4301	PENALTIES & INT - SALES TAX	25,597.81	25,597.81	160,000.00	134,402.19	16.0
100-40-4310	TAX - TRANSIENT LODGING	250,106.80	250,106.80	512,000.00	261,893.20	48.9
100-40-4320	CIGARETTE AND TOBACCO TAX	265,916.36	265,916.36	620,000.00	354,083.64	42.9
100-40-4322	MARIJUANA TAX	377,269.51	377,269.51	850,000.00	472,730.49	44.4
100-40-4330	TAX - ALCOHOL USE	167,837.26	167,837.26	430,000.00	262,162.74	39.0
100-40-4340	TAX - MOTOR VEH REGISTRATION	24,416.44	24,416.44	47,000.00	22,583.56	52.0
100-40-4342	AK REMOTE SELLER SALES TAX	455,614.90	455,614.90	650,000.00	194,385.10	70.1
	TOTAL TAXES	4,489,802.61	4,489,802.61	11,669,000.00	7,179,197.39	38.5
	STATE & FEDERAL REVENUES					
100-42-4102	PILT PROGRAM - STATE	1,106,744.41	1,106,744.41	950,000.00	(156,744.41)	116.5
100-42-4201	SOA - JURY DUTY REIMBURSEMENT	250.00	250.00	.00	(250.00)	.0
100-42-4203	COMMUNITY DIVIDEND	149,258.13	149,258.13	150,500.00	1,241.87	99.2
100-42-4204	PERS ON BEHALF	.00	.00	400,000.00	400,000.00	.0
100-42-4345	SOA ELECTRIC CO-OP TAX SHARE	20,896.88	20,896.88	20,000.00	(896.88)	104.5
	TOTAL STATE & FEDERAL REVENUES	1,277,149.42	1,277,149.42	1,520,500.00	243,350.58	84.0
	CHARGES FOR SERVICES					
100-43-4374	AMBULANCE REVENUE	61,866.70	61,866.70	160,000.00	98,133.30	38.7
100-43-4379	POLICE DEPT MISC FEES	85.00	85.00	2,000.00	1,915.00	4.3
	TOTAL CHARGES FOR SERVICES	61,951.70	61,951.70	162,000.00	100,048.30	38.2
	LICENSES, PERMITS & FEES					
100-45-4341	GAMING TAX	257,822.32	257,822.32	420,000.00	162,177.68	61.4
100-45-4377	PARKS & REC JULY 4TH FEES	550.00	550.00	800.00	250.00	68.8
100-45-4500	TAXI PERMITS	68,905.00	68,905.00	145,000.00	76,095.00	47.5
100-45-4502	BUSINESS LICENSES	23,600.00	23,600.00	32,000.00	8,400.00	73.8
100-45-4504	ANIMAL CONTROL LICENSES	1,979.00	1,979.00	2,200.00	221.00	90.0
100-45-4510	PLANNING FEES	5,225.00	5,225.00	5,000.00	(225.00)	104.5
100-45-4511	PLAT/RECORDING FEES	1,460.00	1,460.00	100.00	(1,360.00)	1460.0
100-45-4512	SITE REVIEWS	720.00	720.00	17,000.00	16,280.00	4.2
100-45-4559	MISC PERMITS/LICENSES/FEE	3,321.00	3,321.00	11,000.00	7,679.00	30.2
	TOTAL LICENSES, PERMITS & FEES	363,582.32	363,582.32	633,100.00	269,517.68	57.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS					
100-49-4202	SOA COURT FINES/FEES	6,518.00	6,518.00	12,000.00	5,482.00	54.3
100-49-4361	100 YRS PUBLICATION	.00	.00	30.00	30.00	.0
100-49-4362	PC TICKETS	1,492.89	1,492.89	8,000.00	6,507.11	18.7
100-49-4379	POLICE DEPT MISC	3,233.00	3,233.00	6,000.00	2,767.00	53.9
100-49-4439	MISCELLANEOUS REVENUE	2,489.55	2,489.55	30,000.00	27,510.45	8.3
100-49-4566	CLEANUP GREENUP DONATIONS	.00	.00	150.00	150.00	.0
100-49-4590	INVESTMENT INCOME	464,523.26	464,523.26	650,000.00	185,476.74	71.5
100-49-9481	ONC GRAVEL CONTRACT	(130,000.00)	(130,000.00)	.00	130,000.00	.0
100-49-9482	SNOW REMOVAL	.00	.00	32,000.00	32,000.00	.0
	TOTAL MISCELLANEOUS	348,256.70	348,256.70	738,180.00	389,923.30	47.2
	TOTAL FUND REVENUE	6,540,742.75	6,540,742.75	14,722,780.00	8,182,037.25	44.4

GENERAL FUND

ADMINISTRATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-51-6000	SALARIES	102,367.61	102,367.61	382,261.00	279,893.39	26.8
100-51-6002	RELOCATION EXPENSES	.00	.00	15,000.00	15,000.00	.0
100-51-6003	RECRUITMENT COSTS	6,449.00	6,449.00	20,000.00	13,551.00	32.3
100-51-6010	OVERTIME	80.94	80.94	2,000.00	1,919.06	4.1
100-51-6023	LEAVE CASHOUT	.00	.00	17,252.00	17,252.00	.0
100-51-6030	SOCIAL SECURITY EXPENSE	1,477.70	1,477.70	2,432.00	954.30	60.8
100-51-6031	PAYABLE MEDICARE FICA	1,477.90	1,477.90	5,572.00	4,094.10	26.5
100-51-6032	UNEMPLOYMENT	5,348.76	5,348.76	2,841.00	(2,507.76)	188.3
100-51-6033	WORKERS' COMPENSATION	134.25	134.25	993.00	858.75	13.5
100-51-6034	PERS	12,628.63	12,628.63	75,907.00	63,278.37	16.6
100-51-6040	EMPLOYEE GROUP BENEFITS	5,319.57	5,319.57	54,288.00	48,968.43	9.8
100-51-6041	UTILITY BENEFIT	1,729.71	1,729.71	9,120.00	7,390.29	19.0
100-51-6044	YK FITNESS CENTER MEMBERSHIPPR	40,000.00	40,000.00	40,000.00	.00	100.0
100-51-6060	TRAVEL/TRAINING	6,649.61	6,649.61	10,000.00	3,350.39	66.5
100-51-6100	SUPPLIES	2,426.38	2,426.38	7,000.00	4,573.62	34.7
100-51-6150	GASOLINE/DIESEL/OIL	.00	.00	500.00	500.00	.0
100-51-6153	HEATING FUEL	12,311.77	12,311.77	25,000.00	12,688.23	49.3
100-51-6155	WATER/SEWER/GARBAGE	10,931.25	10,931.25	13,100.00	2,168.75	83.4
100-51-6160	ELECTRICITY	8,511.82	8,511.82	24,150.00	15,638.18	35.3
100-51-6170	TELEPHONE	2,371.20	2,371.20	7,500.00	5,128.80	31.6
100-51-6171	STAFF CELLULAR PHONES	919.64	919.64	2,500.00	1,580.36	36.8
100-51-6200	MINOR EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
100-51-6230	VEHICLE MAINT/REPAIR	361.00	361.00	1,111.00	750.00	32.5
100-51-6320	OTHER PROFESSIONAL FEES	200.00	200.00	38,000.00	37,800.00	.5
100-51-6325	CONSULTING FEES	19,897.50	19,897.50	20,000.00	102.50	99.5
100-51-6333	JANITORIAL	8,415.50	8,415.50	15,000.00	6,584.50	56.1
100-51-6335	OTHER PURCHASED SERVICES	34,394.35	34,394.35	34,000.00	(394.35)	101.2
100-51-6400	INSURANCE	7,767.90	7,767.90	21,000.00	13,232.10	37.0
100-51-6401	INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
100-51-6430	ALLOWANCE FOR SPECIAL EVENTS	9,936.41	9,936.41	20,000.00	10,063.59	49.7
100-51-6500	DRUG TESTING/BCKGRND CKS	2,303.27	2,303.27	10,000.00	7,696.73	23.0
100-51-6502	ADVERTISING	1,638.00	1,638.00	2,500.00	862.00	65.5
100-51-6503	DUES & SUBSCRIPTIONS	.00	.00	2,000.00	2,000.00	.0
100-51-6506	POSTAGE	217.25	217.25	1,000.00	782.75	21.7
100-51-6539	MISCELLANEOUS EXPENSES	(176.03)	(176.03)	1,500.00	1,676.03	(11.7)
100-51-6700	INDIRECT COST RECOVERY	(110,792.36)	(110,792.36)	373,986.00	484,778.36	(29.6)
100-51-6711	ADMIN OVERHEAD-IT SVCS	17,292.49	17,292.49	40,438.00	23,145.51	42.8
100-51-6890	CAPITAL EXPENDITURES	6,719.31	6,719.31	.00	(6,719.31)	.0
	TOTAL ADMINISTRATION	219,310.33	219,310.33	1,308,951.00	1,089,640.67	16.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY CLERKS OFFICE					
100-52-6000	SALARIES	111,981.06	111,981.06	221,339.00	109,357.94	50.6
100-52-6023	LEAVE CASHOUT / PAYOUT	6,317.60	6,317.60	11,067.00	4,749.40	57.1
100-52-6031	PAYABLE MEDICARE FICA	1,696.15	1,696.15	3,209.00	1,512.85	52.9
100-52-6032	UNEMPLOYMENT	193.39	193.39	1,420.00	1,226.61	13.6
100-52-6033	WORKERS' COMPENSATION	77.30	77.30	572.00	494.70	13.5
100-52-6034	P.E.R.S.	22,246.65	22,246.65	48,695.00	26,448.35	45.7
100-52-6040	EMPLOYEE GROUP BENEFITS	23,374.40	23,374.40	36,192.00	12,817.60	64.6
100-52-6041	UTILITY BENEFIT	4,017.17	4,017.17	9,120.00	5,102.83	44.1
100-52-6060	TRAVEL/TRAINING-COUNCIL	5,671.02	5,671.02	19,000.00	13,328.98	29.9
100-52-6061	TRAVEL/TRAINING	1,504.80	1,504.80	5,300.00	3,795.20	28.4
100-52-6100	SUPPLIES-CLERK	437.32	437.32	500.00	62.68	87.5
100-52-6101	SUPPLIES-COUNCIL	212.96	212.96	500.00	287.04	42.6
100-52-6171	STAFF CELLULAR PHONES	602.41	602.41	1,750.00	1,147.59	34.4
100-52-6321	LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
100-52-6335	OTHER PURCHASED SERVICES	31,968.28	31,968.28	37,520.00	5,551.72	85.2
100-52-6430	ALLOWANCE FOR SPECIAL EVENTS	.00	.00	600.00	600.00	.0
100-52-6503	DUES & SUBSCRIPTIONS	7,208.20	7,208.20	7,700.00	491.80	93.6
100-52-6505	ELECTION EXPENSES	7,718.38	7,718.38	14,900.00	7,181.62	51.8
100-52-6507	DONATIONS & AWARDS	757.07	757.07	800.00	42.93	94.6
100-52-6700	INDRIECT COST RECOVERY	(104,621.08)	(104,621.08)	229,151.00	333,772.08	(45.7)
100-52-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
	TOTAL CITY CLERKS OFFICE	135,525.33	135,525.33	687,453.00	551,927.67	19.7

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FINANCE					
100-53-6000	SALARIES	211,641.23	211,641.23	605,274.00	393,632.77	35.0
100-53-6010	OVERTIME	5,144.25	5,144.25	21,000.00	15,855.75	24.5
100-53-6023	LEAVE CASHOUT	3,250.62	3,250.62	11,846.00	8,595.38	27.4
100-53-6031	PAYABLE MEDICARE FICA	3,295.34	3,295.34	9,081.00	5,785.66	36.3
100-53-6032	UNEMPLOYMENT	562.99	562.99	5,149.00	4,586.01	10.9
100-53-6033	WORKERS' COMPENSATION	218.75	218.75	1,618.00	1,399.25	13.5
100-53-6034	PERS	47,692.82	47,692.82	137,780.00	90,087.18	34.6
100-53-6040	EMPLOYEE GROUP BENEFITS	35,168.01	35,168.01	131,196.00	96,027.99	26.8
100-53-6041	UTILITY BENEFIT	8,539.50	8,539.50	33,060.00	24,520.50	25.8
100-53-6060	TRAVEL/TRAINING	2,390.53	2,390.53	20,000.00	17,609.47	12.0
100-53-6100	SUPPLIES	4,021.88	4,021.88	16,000.00	11,978.12	25.1
100-53-6150	GASOLINE/DIESEL/OIL	119.25	119.25	1,200.00	1,080.75	9.9
100-53-6170	TELEPHONE	33.40	33.40	100.00	66.60	33.4
100-53-6171	STAFF CELLULAR PHONES	598.08	598.08	1,750.00	1,151.92	34.2
100-53-6200	MINOR EQUIPMENT	1,167.81	1,167.81	8,000.00	6,832.19	14.6
100-53-6230	VEHICLE MAINT/REPAIR	719.74	719.74	2,215.00	1,495.26	32.5
100-53-6231	VEHICLE PARTS & TOOLS	19.78	19.78	.00	(19.78)	.0
100-53-6310	ADMIN-OUTSOURCED SERVICES	.00	.00	90,000.00	90,000.00	.0
100-53-6311	AUDITING EXPENSE	40,516.19	40,516.19	205,500.00	164,983.81	19.7
100-53-6331	HARDWARE/SOFTWARE SUPPORT	21,619.00	21,619.00	32,904.00	11,285.00	65.7
100-53-6335	OTHER PROFESSIONAL FEES	172,001.23	172,001.23	250,000.00	77,998.77	68.8
100-53-6400	INSURANCE	2,626.30	2,626.30	7,100.00	4,473.70	37.0
100-53-6502	ADVERTISING	.00	.00	2,500.00	2,500.00	.0
100-53-6503	DUES & SUBSCRIPTIONS	414.00	414.00	5,000.00	4,586.00	8.3
100-53-6506	POSTAGE	58.70	58.70	.00	(58.70)	.0
100-53-6530	FINANCE CHARGES/PENALTIES	450.49	450.49	300.00	(150.49)	150.2
100-53-6531	BANK CHARGES	25,194.83	25,194.83	52,000.00	26,805.17	48.5
100-53-6532	CASH OVER/SHORT	.00	.00	500.00	500.00	.0
100-53-6533	IRS PENALTIES AND INTEREST	.00	.00	2,000.00	2,000.00	.0
100-53-6539	MISCELLANEOUS EXPENSES	2,828.21	2,828.21	4,000.00	1,171.79	70.7
100-53-6700	INDIRECT COST RECOVERY	(250,761.16)	(250,761.16)	608,829.00	859,590.16	(41.2)
100-53-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
	TOTAL FINANCE	353,694.02	353,694.02	2,299,020.00	1,945,325.98	15.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING					
100-54-6000	SALARIES	78,321.04	78,321.04	160,880.00	82,558.96	48.7
100-54-6010	OVERTIME	206.08	206.08	.00	(206.08)	.0
100-54-6023	LEAVE CASHOUT	.00	.00	2,589.00	2,589.00	.0
100-54-6031	PAYABLE MEDICARE FICA	1,186.48	1,186.48	2,333.00	1,146.52	50.9
100-54-6032	UNEMPLOYMENT	141.48	141.48	2,864.00	2,722.52	4.9
100-54-6033	WORKERS' COMPENSATION	56.20	56.20	206.00	149.80	27.3
100-54-6034	PERS	17,275.98	17,275.98	35,394.00	18,118.02	48.8
100-54-6040	EMPLOYEE GROUP BENEFITS	23,210.87	23,210.87	36,192.00	12,981.13	64.1
100-54-6041	UTILITY BENEFIT	3,503.91	3,503.91	9,120.00	5,616.09	38.4
100-54-6061	TRAVEL/TRAINING	.00	.00	11,000.00	11,000.00	.0
100-54-6100	SUPPLIES	332.44	332.44	4,500.00	4,167.56	7.4
100-54-6103	WEARING APPAREL	.00	.00	400.00	400.00	.0
100-54-6150	GASOLINE/DIESEL/OIL	717.91	717.91	1,500.00	782.09	47.9
100-54-6153	HEATING FUEL	.00	.00	3,402.00	3,402.00	.0
100-54-6155	WATER/SEWER/GARBAGE	.00	.00	760.00	760.00	.0
100-54-6160	ELECTRICITY	.00	.00	3,930.00	3,930.00	.0
100-54-6170	TELEPHONE	13.36	13.36	50.00	36.64	26.7
100-54-6171	STAFF CELLULAR PHONES	299.04	299.04	750.00	450.96	39.9
100-54-6200	MINOR EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
100-54-6230	VEHICLE MAINT/REPAIR	549.72	549.72	1,661.00	1,111.28	33.1
100-54-6231	VEHICLE PARTS & TOOLS	98.54	98.54	1,000.00	901.46	9.9
100-54-6320	OTHER PROFESSIONAL FEES	9,577.50	9,577.50	50,000.00	40,422.50	19.2
100-54-6502	ADVERTISING	.00	.00	3,000.00	3,000.00	.0
100-54-6503	DUES & SUBSCRIPTIONS	.00	.00	5,000.00	5,000.00	.0
100-54-6539	MISCELLANEOUS EXPENSES	300.00	300.00	5,000.00	4,700.00	6.0
100-54-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
100-54-9694	COMPREHENSIVE PLAN	2,869.39	2,869.39	26,770.60	23,901.21	10.7
	TOTAL PLANNING	152,822.19	152,822.19	402,419.60	249,597.41	38.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TECHNOLOGY DEPARTMENTS					
100-55-6032	UNEMPLOYMENT	171.55	171.55	.00	(171.55)	.0
100-55-6033	WORKERS' COMPENSATION	69.85	69.85	.00	(69.85)	.0
100-55-6040	EMPLOYEE GROUP BENEFITS	(346.34)	(346.34)	.00	346.34	.0
100-55-6060	TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
100-55-6100	SUPPLIES	86.88	86.88	7,000.00	6,913.12	1.2
100-55-6150	GASOLINE/DIESEL/OIL	254.75	254.75	4,000.00	3,745.25	6.4
100-55-6171	STAFF CELLULAR PHONES	1,056.84	1,056.84	45,000.00	43,943.16	2.4
100-55-6179	CONNECTIVITY SERVICES	160,045.45	160,045.45	350,000.00	189,954.55	45.7
100-55-6200	MINOR EQUIPMENT	.00	.00	30,000.00	30,000.00	.0
100-55-6210	EQUIPMENT RENTAL	61,489.45	61,489.45	220,000.00	158,510.55	28.0
100-55-6230	VEHICLE MAINT/REPAIR	1,079.45	1,079.45	3,322.00	2,242.55	32.5
100-55-6231	VEHICLE PARTS & TOOLS	2,797.77	2,797.77	3,000.00	202.23	93.3
100-55-6320	OTHER PROFESSIONAL FEES	32,089.72	32,089.72	204,712.00	172,622.28	15.7
100-55-6331	HARDWARE/SOFTWARE SUPPORT	111,297.27	111,297.27	115,000.00	3,702.73	96.8
100-55-6335	OTHER PURCHASED SERVICES	2,092.67	2,092.67	10,000.00	7,907.33	20.9
100-55-6400	INSURANCE	3,317.65	3,317.65	8,969.00	5,651.35	37.0
100-55-6539	MISCELLANEOUS EXPENSES	429.79	429.79	2,000.00	1,570.21	21.5
100-55-6700	INDIRECT COST RECOVERY	(305,057.87)	(305,057.87)	(746,489.00)	(441,431.13)	(40.9)
100-55-6711	ADMIN OVERHEAD-IT SVCS	.00	.00	33,118.00	33,118.00	.0
100-55-6890	CAPITAL EXPENDITURES	.00	.00	100,000.00	100,000.00	.0
	TOTAL TECHNOLOGY DEPARTMENTS	70,874.88	70,874.88	399,632.00	328,757.12	17.7
	CITY ATTORNEY'S OFFICE					
100-56-6000	SALARIES	76,722.49	76,722.49	157,813.00	81,090.51	48.6
100-56-6023	LEAVE CASHOUT	.00	.00	3,156.00	3,156.00	.0
100-56-6031	PAYABLE MEDICARE FICA	1,104.68	1,104.68	2,288.00	1,183.32	48.3
100-56-6032	UNEMPLOYMENT	138.19	138.19	2,809.00	2,670.81	4.9
100-56-6033	WORKERS' COMPENSATION	55.15	55.15	103.00	47.85	53.5
100-56-6034	PERS	16,878.94	16,878.94	34,719.00	17,840.06	48.6
100-56-6040	EMPLOYEE GROUP BENEFITS	16,033.29	16,033.29	18,096.00	2,062.71	88.6
100-56-6060	TRAVEL/TRAINING	2,541.96	2,541.96	12,000.00	9,458.04	21.2
100-56-6100	SUPPLIES	.00	.00	300.00	300.00	.0
100-56-6171	STAFF CELLULAR PHONES	299.04	299.04	800.00	500.96	37.4
100-56-6320	OTHER PROFESSIONAL FEES	.00	.00	20,000.00	20,000.00	.0
100-56-6321	LEGAL FEES	856.00	856.00	15,000.00	14,144.00	5.7
100-56-6335	OTHER PURCHASED SERVICES	3,379.40	3,379.40	7,000.00	3,620.60	48.3
100-56-6400	INSURANCE	887.75	887.75	2,400.00	1,512.25	37.0
100-56-6503	DUES & SUBSCRIPTIONS	50.00	50.00	1,000.00	950.00	5.0
100-56-6539	MISCELLANEOUS EXPENSES	11.21	11.21	1,200.00	1,188.79	.9
100-56-6700	INDIRECT COST RECOVERY	(21,461.12)	(21,461.12)	(59,185.00)	(37,723.88)	(36.3)
100-56-6711	ADMIN OVERHEAD-IT SVCS	7,371.92	7,371.92	17,239.00	9,867.08	42.8
	TOTAL CITY ATTORNEY'S OFFICE	104,868.90	104,868.90	236,738.00	131,869.10	44.3

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPARTMENT					
100-60-6000	SALARIES	306,103.85	306,103.85	856,863.00	550,759.15	35.7
100-60-6010	FLSA OVERTIME	64,802.62	64,802.62	150,000.00	85,197.38	43.2
100-60-6011	CALL BACK OVERTIME	29,116.85	29,116.85	75,000.00	45,883.15	38.8
100-60-6022	HOLIDAY PAY	.00	.00	20,800.00	20,800.00	.0
100-60-6023	LEAVE CASHOUT	17,771.60	17,771.60	60,484.00	42,712.40	29.4
100-60-6030	SOCIAL SECURITY EXPENSE	399.95	399.95	1,290.00	890.05	31.0
100-60-6031	PAYABLE MEDICARE FICA	6,427.00	6,427.00	16,134.00	9,707.00	39.8
100-60-6032	UNEMPLOYMENT	833.67	833.67	8,523.00	7,689.33	9.8
100-60-6033	WORKERS' COMPENSATION	6,966.10	6,966.10	28,735.00	21,768.90	24.2
100-60-6034	PERS	90,842.17	90,842.17	227,514.00	136,671.83	39.9
100-60-6040	EMPLOYEE GROUP BENEFITS	48,933.84	48,933.84	217,152.00	168,218.16	22.5
100-60-6041	UTILITY BENEFIT	15,684.43	15,684.43	54,720.00	39,035.57	28.7
100-60-6060	TRAVEL/TRAINING	12,031.95	12,031.95	59,800.00	47,768.05	20.1
100-60-6100	SUPPLIES	7,363.76	7,363.76	27,400.00	20,036.24	26.9
100-60-6103	WEARING APPAREL	8,124.31	8,124.31	20,800.00	12,675.69	39.1
100-60-6150	GASOLINE/DIESEL/OIL	10,818.29	10,818.29	16,400.00	5,581.71	66.0
100-60-6153	HEATING FUEL	12,355.06	12,355.06	40,000.00	27,644.94	30.9
100-60-6155	WATER/SEWER/GARBAGE	10,607.61	10,607.61	11,600.00	992.39	91.4
100-60-6160	ELECTRICITY	7,979.40	7,979.40	25,300.00	17,320.60	31.5
100-60-6170	TELEPHONE	975.12	975.12	2,400.00	1,424.88	40.6
100-60-6171	STAFF CELLULAR PHONES	1,370.94	1,370.94	4,000.00	2,629.06	34.3
100-60-6200	MINOR EQUIPMENT	8,269.33	8,269.33	23,700.00	15,430.67	34.9
100-60-6230	VEHICLE MAINT/REPAIR	6,477.04	6,477.04	19,933.00	13,455.96	32.5
100-60-6231	VEHICLE PARTS & TOOLS	17,660.71	17,660.71	32,000.00	14,339.29	55.2
100-60-6240	PROPERTY MAINT	2,177.65	2,177.65	30,000.00	27,822.35	7.3
100-60-6335	OTHER PURCHASED SERVICES	5,868.31	5,868.31	31,000.00	25,131.69	18.9
100-60-6400	INSURANCE	39,949.15	39,949.15	108,000.00	68,050.85	37.0
100-60-6502	ADVERTISING	.00	.00	5,000.00	5,000.00	.0
100-60-6503	DUES & SUBSCRIPTIONS	4,253.70	4,253.70	15,200.00	10,946.30	28.0
100-60-6530	FINANCE CHARGES/PENALTIES	.00	.00	500.00	500.00	.0
100-60-6534	COLLECTION/SMALL CLAIMS	35,545.32	35,545.32	31,200.00	(4,345.32)	113.9
100-60-6537	FIRE PREVENTION PROGRAM	7,426.44	7,426.44	7,500.00	73.56	99.0
100-60-6539	MISCELLANEOUS EXPENSES	2,292.00	2,292.00	1,500.00	(792.00)	152.8
100-60-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
100-60-6890	CAPITAL EXPENDITURES	.00	.00	35,900.00	35,900.00	.0
100-60-6891	CAPITAL EXP-LADDER TRUCK LEASE	.00	.00	71,218.00	71,218.00	.0
100-60-9649	VOLUNTEER STIPEND	12,645.38	12,645.38	10,000.00	(2,645.38)	126.5
	TOTAL FIRE DEPARTMENT	816,235.80	816,235.80	2,380,684.00	1,564,448.20	34.3

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
100-61-6000	SALARIES	976,630.70	976,630.70	2,296,714.00	1,320,083.30	42.5
100-61-6002	RELOCATION EXPENSES	.00	.00	10,000.00	10,000.00	.0
100-61-6010	OVERTIME	240,442.95	240,442.95	266,208.00	25,765.05	90.3
100-61-6023	LEAVE CASHOUT	81,212.30	81,212.30	134,442.00	53,229.70	60.4
100-61-6030	SOCIAL SECURITY EXPENSE	954.76	954.76	.00	(954.76)	.0
100-61-6031	PAYABLE MEDICARE FICA	18,839.92	18,839.92	37,162.00	18,322.08	50.7
100-61-6032	UNEMPLOYMENT	3,878.24	3,878.24	45,620.00	41,741.76	8.5
100-61-6033	WORKERS' COMPENSATION	11,775.95	11,775.95	66,208.00	54,432.05	17.8
100-61-6034	PERS	260,104.71	260,104.71	563,843.00	303,738.29	46.1
100-61-6040	EMPLOYEE GROUP BENEFITS	173,095.02	173,095.02	504,878.00	331,782.98	34.3
100-61-6041	UTILITY BENEFIT	20,406.12	20,406.12	127,224.00	106,817.88	16.0
100-61-6060	TRAVEL/TRAINING	28,326.82	28,326.82	80,000.00	51,673.18	35.4
100-61-6100	SUPPLIES	18,942.98	18,942.98	32,000.00	13,057.02	59.2
100-61-6102	SART EXAMS	(2,010.00)	(2,010.00)	10,000.00	12,010.00	(20.1)
100-61-6103	EMPLOYEE WEARING APPAREL	1,638.18	1,638.18	25,000.00	23,361.82	6.6
100-61-6150	GASOLINE/DIESEL/OIL	27,648.52	27,648.52	45,000.00	17,351.48	61.4
100-61-6153	HEATING FUEL	17,139.56	17,139.56	59,500.00	42,360.44	28.8
100-61-6155	WATER/SEWER/GARBAGE	6,468.80	6,468.80	19,000.00	12,531.20	34.1
100-61-6160	ELECTRICITY	21,854.98	21,854.98	45,000.00	23,145.02	48.6
100-61-6170	TELEPHONE	11,732.59	11,732.59	28,000.00	16,267.41	41.9
100-61-6171	STAFF CELLULAR PHONES	7,407.79	7,407.79	20,000.00	12,592.21	37.0
100-61-6200	MINOR EQUIPMENT	3,876.63	3,876.63	30,000.00	26,123.37	12.9
100-61-6230	VEHICLE MAINT/REPAIR	7,690.06	7,690.06	22,812.00	15,121.94	33.7
100-61-6231	VEHICLE PARTS & TOOLS	11,213.32	11,213.32	35,000.00	23,786.68	32.0
100-61-6335	OTHER PURCHASED SERVICES	32,963.63	32,963.63	99,000.00	66,036.37	33.3
100-61-6400	INSURANCE	92,104.95	92,104.95	249,000.00	156,895.05	37.0
100-61-6401	INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
100-61-6503	DUES & SUBSCRIPTIONS	1,796.30	1,796.30	6,000.00	4,203.70	29.9
100-61-6711	ADMIN OVERHEAD-IT SVCS	14,788.29	14,788.29	34,582.00	19,793.71	42.8
100-61-6890	CAP EXP	374,081.72	374,081.72	2,963,969.00	2,589,887.28	12.6
100-61-6892	FY25 AK VIDEO COMMUNICATIONS	109,901.50	109,901.50	.00	(109,901.50)	.0
	TOTAL POLICE	2,574,907.29	2,574,907.29	7,866,162.00	5,291,254.71	32.7

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS-ADMIN					
100-65-6000	SALARIES	14,178.45	14,178.45	29,698.00	15,519.55	47.7
100-65-6010	OVERTIME	6.84	6.84	.00	(6.84)	.0
100-65-6023	LEAVE CASHOUT	.00	.00	172.00	172.00	.0
100-65-6031	PAYABLE MEDICARE FICA	178.66	178.66	431.00	252.34	41.5
100-65-6032	UNEMPLOYMENT	26.94	26.94	529.00	502.06	5.1
100-65-6033	WORKERS' COMPENSATION	10.40	10.40	77.00	66.60	13.5
100-65-6034	PERS	3,112.64	3,112.64	6,533.00	3,420.36	47.6
100-65-6040	EMPLOYEE GROUP BENEFITS	3,052.79	3,052.79	5,429.00	2,376.21	56.2
100-65-6041	UTILITY BENEFIT	307.44	307.44	1,368.00	1,060.56	22.5
100-65-6060	TRAVEL/TRAINING	3,057.59	3,057.59	10,000.00	6,942.41	30.6
100-65-6100	SUPPLIES	1,439.16	1,439.16	4,000.00	2,560.84	36.0
100-65-6150	GASOLINE/DIESEL/OIL	1,034.40	1,034.40	2,000.00	965.60	51.7
100-65-6153	HEATING FUEL	17,987.58	17,987.58	9,000.00	(8,987.58)	199.9
100-65-6155	WATER/SEWER/GARBAGE	2,111.51	2,111.51	500.00	(1,611.51)	422.3
100-65-6160	ELECTRICITY	3,486.96	3,486.96	1,725.00	(1,761.96)	202.1
100-65-6170	TELEPHONE	13.36	13.36	50.00	36.64	26.7
100-65-6171	STAFF CELLULAR PHONES	748.07	748.07	1,500.00	751.93	49.9
100-65-6230	VEHICLE MAINT/REPAIR	1,547.36	1,547.36	4,762.00	3,214.64	32.5
100-65-6231	VEHICLE PARTS & TOOLS	5,975.35	5,975.35	3,000.00	(2,975.35)	199.2
100-65-6335	OTHER PURCHASED SERVICES	712.50	712.50	15,000.00	14,287.50	4.8
100-65-6400	INSURANCE	2,294.65	2,294.65	3,500.00	1,205.35	65.6
100-65-6503	DUES & SUBSCRIPTIONS	200.00	200.00	500.00	300.00	40.0
100-65-6539	MISCELLANEOUS EXPENSES	(202.77)	(202.77)	3,000.00	3,202.77	(6.8)
100-65-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
	TOTAL PUBLIC WORKS-ADMIN	75,442.13	75,442.13	135,892.00	60,449.87	55.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PW-STREETS & ROADS					
100-66-6000	SALARIES	204,432.85	204,432.85	488,436.00	284,003.15	41.9
100-66-6010	OVERTIME	6,130.60	6,130.60	35,000.00	28,869.40	17.5
100-66-6023	LEAVE CASHOUT	5,740.62	5,740.62	13,026.00	7,285.38	44.1
100-66-6030	SOCIAL SECURITY EXPENSE	955.89	955.89	.00	(955.89)	.0
100-66-6031	PAYABLE MEDICARE FICA	3,189.51	3,189.51	7,590.00	4,400.49	42.0
100-66-6032	UNEMPLOYMENT	425.42	425.42	4,623.00	4,197.58	9.2
100-66-6033	WORKERS' COMPENSATION	3,326.80	3,326.80	1,352.00	(1,974.80)	246.1
100-66-6034	PERS	37,730.97	37,730.97	115,156.00	77,425.03	32.8
100-66-6040	EMPLOYEE GROUP BENEFITS	55,683.66	55,683.66	94,642.00	38,958.34	58.8
100-66-6041	UTILITY BENEFIT	8,554.22	8,554.22	23,849.00	15,294.78	35.9
100-66-6100	SUPPLIES	2,435.25	2,435.25	4,500.00	2,064.75	54.1
100-66-6103	WEARING APPAREL	2,281.77	2,281.77	5,000.00	2,718.23	45.6
100-66-6111	SIGNS	1,815.70	1,815.70	4,500.00	2,684.30	40.4
100-66-6131	STREET MAINT GRAVEL	.00	.00	200,000.00	200,000.00	.0
100-66-6150	GASOLINE/DIESEL/OIL	60,284.40	60,284.40	100,000.00	39,715.60	60.3
100-66-6153	HEATING FUEL	10,530.81	10,530.81	16,250.00	5,719.19	64.8
100-66-6155	WATER/SEWER/GARBAGE	2,101.50	2,101.50	6,492.00	4,390.50	32.4
100-66-6160	ELECTRICITY	1,166.12	1,166.12	15,875.00	14,708.88	7.4
100-66-6161	ELECTRICITY (STREET LTS)	23,911.61	23,911.61	80,500.00	56,588.39	29.7
100-66-6170	TELEPHONE	6.68	6.68	50.00	43.32	13.4
100-66-6171	STAFF CELLULAR PHONES	598.08	598.08	2,500.00	1,901.92	23.9
100-66-6200	MINOR EQUIPMENT	452.00	452.00	10,000.00	9,548.00	4.5
100-66-6230	VEHICLE MAINT/REPAIR	53,975.67	53,975.67	166,109.00	112,133.33	32.5
100-66-6231	VEHICLE PARTS & TOOLS	33,492.12	33,492.12	70,000.00	36,507.88	47.9
100-66-6232	TIRES & WHEELS	.00	.00	25,000.00	25,000.00	.0
100-66-6250	STREET LIGHT MT & POLE RENTAL	18,596.58	18,596.58	20,000.00	1,403.42	93.0
100-66-6335	OTHER PURCHASED SERVICES	7,868.06	7,868.06	10,000.00	2,131.94	78.7
100-66-6400	INSURANCE	16,517.30	16,517.30	26,300.00	9,782.70	62.8
100-66-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
100-66-6892	CAPTIAL EQUIPMENT	448,568.47	448,568.47	1,123,056.00	674,487.53	39.9
100-66-6894	VEHICLE-2024 F250'S FY25	131,790.00	131,790.00	.00	(131,790.00)	.0
100-66-6897	FY25 DUST CONTROL	488,661.36	488,661.36	.00	(488,661.36)	.0
100-66-9693	STREET LIGHTS-ASHA COURTS	103,480.93	103,480.93	110,000.00	6,519.07	94.1
100-66-9703	STIP MATCH OR GRAVEL FOR ROADS	.00	.00	1,095,004.00	1,095,004.00	.0
100-66-9708	BUS BARN IMPROVEMENTS	9,261.32	9,261.32	42,812.44	33,551.12	21.6
100-66-9771	PTARMIGAN ST. CULVERT CROSSING	61,192.89	61,192.89	2,000,000.00	1,938,807.11	3.1
	TOTAL PW-STREETS & ROADS	1,819,321.41	1,819,321.41	5,950,740.44	4,131,419.03	30.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PROPERTY MAINTENANCE					
100-70-6000	SALARIES	152,739.45	152,739.45	368,943.00	216,203.55	41.4
100-70-6010	OVERTIME	27,049.01	27,049.01	50,000.00	22,950.99	54.1
100-70-6023	LEAVE CASHOUT	425.78	425.78	42,022.00	41,596.22	1.0
100-70-6030	SOCIAL SECURITY EXPENSE	411.94	411.94	1,786.00	1,374.06	23.1
100-70-6031	PAYABLE MEDICARE FICA	2,612.66	2,612.66	6,075.00	3,462.34	43.0
100-70-6032	UNEMPLOYMENT	352.12	352.12	4,239.00	3,886.88	8.3
100-70-6033	WORKERS' COMPENSATION	1,851.15	1,851.15	10,823.00	8,971.85	17.1
100-70-6034	PERS	38,089.01	38,089.01	92,167.00	54,077.99	41.3
100-70-6040	EMPLOYEE GROUP BENEFITS	51,526.63	51,526.63	92,290.00	40,763.37	55.8
100-70-6041	UTILITY BENEFIT	13,044.62	13,044.62	23,256.00	10,211.38	56.1
100-70-6060	TRAVEL/TRAINING	.00	.00	8,000.00	8,000.00	.0
100-70-6100	SUPPLIES	2,667.67	2,667.67	5,000.00	2,332.33	53.4
100-70-6103	WEARING APPAREL	53.60	53.60	5,000.00	4,946.40	1.1
100-70-6105	CLEANUP GREENUP SUPPLIES	.00	.00	1,000.00	1,000.00	.0
100-70-6106	PAINT SUPPLIES	55.19	55.19	2,000.00	1,944.81	2.8
100-70-6107	ELECTRICAL SUPPLIES	1,955.99	1,955.99	5,000.00	3,044.01	39.1
100-70-6108	PLUMBING SUPPLIES	192.12	192.12	7,000.00	6,807.88	2.7
100-70-6110	MATERIALS	82.69	82.69	5,000.00	4,917.31	1.7
100-70-6111	BOARDWALK REPAIR SUPPLIES	.00	.00	10,000.00	10,000.00	.0
100-70-6142	GLYCOL SUPPLIES	9,702.00	9,702.00	10,000.00	298.00	97.0
100-70-6150	GASOLINE/DIESEL/OIL	10,079.45	10,079.45	15,000.00	4,920.55	67.2
100-70-6153	HEATING FUEL	6,262.40	6,262.40	25,000.00	18,737.60	25.1
100-70-6155	WATER/SEWER/GARBAGE	.00	.00	8,000.00	8,000.00	.0
100-70-6160	ELECTRICITY	4,925.80	4,925.80	13,340.00	8,414.20	36.9
100-70-6170	TELEPHONE	6.68	6.68	50.00	43.32	13.4
100-70-6171	STAFF CELLULAR PHONES	570.78	570.78	1,700.00	1,129.22	33.6
100-70-6200	MINOR EQUIPMENT	6,853.59	6,853.59	8,000.00	1,146.41	85.7
100-70-6201	BOILER EXPENSE	4,817.05	4,817.05	25,000.00	20,182.95	19.3
100-70-6230	VEHICLE MAINT/REPAIR	2,231.06	2,231.06	6,866.00	4,634.94	32.5
100-70-6231	VEHICLE PARTS & TOOLS	2,471.82	2,471.82	5,000.00	2,528.18	49.4
100-70-6240	WIND TURBINE CONTRACT	7,200.00	7,200.00	11,000.00	3,800.00	65.5
100-70-6241	PARKS MAINTENANCE	1,400.24	1,400.24	45,000.00	43,599.76	3.1
100-70-6242	BOARDWALK LIGHTING PROJECT	.00	.00	343,339.21	343,339.21	.0
100-70-6250	CARPENTRY EXPENSE	2,351.29	2,351.29	5,000.00	2,648.71	47.0
100-70-6335	OTHER PURCHASED SERVICES	13,807.49	13,807.49	15,000.00	1,192.51	92.1
100-70-6400	INSURANCE	5,289.55	5,289.55	14,300.00	9,010.45	37.0
100-70-6510	4TH OF JULY	52.98	52.98	1,000.00	947.02	5.3
100-70-6539	MISCELLANEOUS EXPENSES	524.26	524.26	15,000.00	14,475.74	3.5
100-70-6700	INDIRECT COST RECOVERY	(157,206.10)	(157,206.10)	358,910.00	516,116.10	(43.8)
100-70-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
100-70-6890	CAPITAL EXPENDITURES	840.43	840.43	177,450.00	176,609.57	.5
100-70-9596	FIRE SUPRESSION & INSPECTION	35,538.81	35,538.81	65,872.00	30,333.19	54.0
	TOTAL PROPERTY MAINTENANCE	264,991.46	264,991.46	1,942,546.21	1,677,554.75	13.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 71					
100-71-6153	HEATING FUEL	376.15	376.15	.00	(376.15)	.0
	TOTAL DEPARTMENT 71	376.15	376.15	.00	(376.15)	.0
	COMMUNITY SERVICE					
100-72-6155	SENIOR CTR - W/S/G ONC	495.73	495.73	118,300.00	117,804.27	.4
100-72-6171	BETHEL FRIENDS OF CANINES	115,000.00	115,000.00	115,000.00	.00	100.0
100-72-6430	COMMUNITY ACTION GRANT	31,883.00	31,883.00	86,000.00	54,117.00	37.1
100-72-6431	UAF 4-H CONTRIBUTION	56,000.00	56,000.00	112,000.00	56,000.00	50.0
100-72-6509	LIBRARY CONTRIBUTION	92,600.00	92,600.00	92,600.00	.00	100.0
	TOTAL COMMUNITY SERVICE	295,978.73	295,978.73	523,900.00	227,921.27	56.5
	IN KIND MATCH & TRANFERS					
100-73-6640	CASH XFER POOL F40- SALES TAX	230,242.88	230,242.88	699,720.00	469,477.12	32.9
100-73-6641	CASH XFER POOL F40- ALCO TAX	5,588.98	5,588.98	14,319.00	8,730.02	39.0
100-73-6643	CASH XFER- FUND	37,952.73	37,952.73	166,766.00	128,813.27	22.8
100-73-6647	CASH XFER-FLEET REPLACE FUND	.00	.00	80,000.00	80,000.00	.0
100-73-6667	XFER FROM POOL F40-AK REMOTEST	.00	.00	54,145.00	54,145.00	.0
100-73-9552	XFER FROM GF: MARIJUANA TAX	11,919.30	11,919.30	28,305.00	16,385.70	42.1
	TOTAL IN KIND MATCH & TRANFERS	285,703.89	285,703.89	1,043,255.00	757,551.11	27.4
	TOTAL FUND EXPENDITURES	7,170,052.51	7,170,052.51	25,177,393.25	18,007,340.74	28.5
	NET REVENUE OVER EXPENDITURES	(629,309.76)	(629,309.76)	(10,454,613.25)	(9,825,303.49)	(6.0)

BPD EVIDENCE HOLDING ACCT

	ASSETS		
140-10300	NBA-BPD EVIDENCE-CHKING	13,509.59	
140-18000	SUSPENSE-HOLDING	(12,622.49)	
	TOTAL ASSETS		887.10

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

POLICE ASSET FORFEITURE

ASSETS

160-10100	CASH IN COMBINED FUND	(66,780.50)	
160-10300	BPD ASSET FORFEITURE - SAVINGS	5,407.63	
	TOTAL ASSETS		(61,372.87)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

VSW-HEAT TRACE REPLACEMENT

ASSETS

170-10100	CASH IN COMBINED FUND	(15,408.79)	
170-12000	ACCOUNTS RECEIVABLE	15,408.79	
	TOTAL ASSETS		.00

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

BOARDWALK LIGHTING PROJECT

ASSETS

180-10100	CASH IN COMBINED FUND	88,148.05	
	TOTAL ASSETS		88,148.05

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

AVENUES W&S GRANT USDA

	ASSETS		
190-10100	CASH IN COMBINED FUND	(6,798.94)	
	TOTAL ASSETS		(6,798.94)

AVENUES W&S LOAN USDA

ASSETS

200-10100	CASH IN COMBINED FUND	(2,905,681.00)	
	TOTAL ASSETS		(2,905,681.00)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

STATE REVOLVING LOAN FUND-DWA

	ASSETS		
210-10100	CASH IN COMBINED FUND	173,786.00	
	TOTAL ASSETS		173,786.00
	LIABILITIES AND EQUITY		
	LIABILITIES		
210-20100	VOUCHERS PAYABLE	11,893.00	
	TOTAL LIABILITIES		11,893.00
	TOTAL LIABILITIES AND EQUITY		11,893.00

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

LAND PLANNING AND DEVELOPMENT

ASSETS

250-10100	CASH IN COMBINED FUND	21,172.97	
	TOTAL ASSETS		21,172.97

PARKS DEVELOPMENT FUND

ASSETS

260-10100	CASH IN COMBINED FUND	40,845.33	
	TOTAL ASSETS		40,845.33

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

COMMUNITY SERVICE PATROL GRANT

	ASSETS			
270-10100	CASH IN COMBINED FUND		143,485.51	
270-12000	ACCOUNTS RECEIVABLE		(11,577.95)	
	TOTAL ASSETS			131,907.56
	LIABILITIES AND EQUITY			
	LIABILITIES			
270-20100	VOUCHERS PAYABLE		2,041.63	
270-21000	ACCRUED PAYROLL		4,352.71	
	TOTAL LIABILITIES			6,394.34
	FUND EQUITY			
270-26000	DEFERRED REVENUE		38,713.17	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(41,555.56)		
	BALANCE - CURRENT DATE		(41,555.56)	
	TOTAL FUND EQUITY			(2,842.39)
	TOTAL LIABILITIES AND EQUITY			3,551.95

COMMUNITY SERVICE PATROL GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
270-42-4200	GRANT REVENUE	80,770.25	80,770.25	.00	(80,770.25)	.0
	TOTAL SOURCE 42	80,770.25	80,770.25	.00	(80,770.25)	.0
	TOTAL FUND REVENUE	80,770.25	80,770.25	.00	(80,770.25)	.0

COMMUNITY SERVICE PATROL GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CSP PROGRAM					
270-50-6000	SALARIES	71,378.49	71,378.49	172,592.00	101,213.51	41.4
270-50-6010	OVERTIME	10,365.96	10,365.96	10,000.00	(365.96)	103.7
270-50-6023	LEAVE CASHOUT	.00	.00	8,141.00	8,141.00	.0
270-50-6031	PAYABLE MEDICARE FICA	1,177.61	1,177.61	2,648.00	1,470.39	44.5
270-50-6032	UNEMPLOYMENT	121.70	121.70	3,250.00	3,128.30	3.7
270-50-6033	WORKERS' COMPENSATION	871.75	871.75	4,717.00	3,845.25	18.5
270-50-6034	PERS	17,983.74	17,983.74	40,170.00	22,186.26	44.8
270-50-6040	EMPLOYEE GROUP BENEFITS	9,019.92	9,019.92	54,288.00	45,268.08	16.6
270-50-6041	UTILITY BENEFIT	1,579.13	1,579.13	13,680.00	12,100.87	11.5
270-50-6100	SUPPLIES	745.85	745.85	4,000.00	3,254.15	18.7
270-50-6103	WEARING APPAREL	.00	.00	1,800.00	1,800.00	.0
270-50-6150	GASOLINE/DIESEL/OIL	6,852.89	6,852.89	16,000.00	9,147.11	42.8
270-50-6153	HEATING FUEL	.00	.00	100.00	100.00	.0
270-50-6171	STAFF CELLULAR PHONES	897.12	897.12	800.00	(97.12)	112.1
270-50-6400	INSURANCE	1,331.65	1,331.65	3,600.00	2,268.35	37.0
270-50-6440	IN-KIND EXPENSES	.00	.00	32,308.00	32,308.00	.0
	TOTAL CSP PROGRAM	122,325.81	122,325.81	368,094.00	245,768.19	33.2
	TOTAL FUND EXPENDITURES	122,325.81	122,325.81	368,094.00	245,768.19	33.2
	NET REVENUE OVER EXPENDITURES	(41,555.56)	(41,555.56)	(368,094.00)	(326,538.44)	(11.3)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

RECOVERY ACT JAG GRANT

ASSETS

280-10100	CASH IN COMBINED FUND	(13,508.00)	
280-12100	ACCOUNTS RECEIVABLE STATE	9,806.68	
	TOTAL ASSETS		(3,701.32)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

VOL. FIRE ASSISTANCE-DOF

	ASSETS		
330-10100	CASH IN COMBINED FUND	4,963.68	
	TOTAL ASSETS		4,963.68

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

YK REG AQUA HLTH & SAFETY CTR

	ASSETS			
400-10100	CASH IN COMBINED FUND		(3,800,832.18)	
400-11220	INVESTMENT-AMLIP YKHF		2,506,152.47	
400-11230	INVESTMENT TVI 5EQ-491024 YKHF		1,754,103.43	
400-12020	DUE TO/FROM POOL MGMT CO.		78,289.94	
400-13200	INVENTORY-HEATING FUEL		41,535.08	
400-15200	CONSTRUCTION IN PROGRESS		1,618,081.30	
400-15400	BUILDINGS		21,831,540.08	
400-15500	MACHINERY & EQUIPMENT		1,465,627.00	
400-16400	ACCUM DEPR - BUILDINGS		(6,307,970.32)	
400-16500	ACCUM DEPR - M & E		(759,060.67)	
400-18000	SUSPENSE		709,441.00	
	TOTAL ASSETS			19,136,907.13
	LIABILITIES AND EQUITY			
	LIABILITIES			
400-20100	VOUCHERS PAYABLE		9,656.39	
	TOTAL LIABILITIES			9,656.39
	FUND EQUITY			
400-26000	DEFERRED REVENUE		15,000.00	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	81,376.77		
	BALANCE - CURRENT DATE		81,376.77	
	TOTAL FUND EQUITY			96,376.77
	TOTAL LIABILITIES AND EQUITY			106,033.16

YK REG AQUA HLTH & SAFETY CTR

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 43					
400-43-4360	PRO-SHOP REVENUE	9,990.00	9,990.00	42,000.00	32,010.00	23.8
400-43-4361	CONCESSION REVENUE	18,435.00	18,435.00	60,000.00	41,565.00	30.7
400-43-4362	ENTRY FEE	55,152.00	55,152.00	140,000.00	84,848.00	39.4
400-43-4369	PROGRAM FEES	19,966.00	19,966.00	50,000.00	30,034.00	39.9
400-43-4440	FACILITY RENTAL	13,320.00	13,320.00	40,000.00	26,680.00	33.3
400-43-9420	MEMBERSHIPS	96,116.00	96,116.00	250,000.00	153,884.00	38.5
	TOTAL SOURCE 43	212,979.00	212,979.00	582,000.00	369,021.00	36.6
	TRANSFERS IN					
400-46-4300	LOCAL SOURCES-SALES TAX REV	230,242.88	230,242.88	699,720.00	469,477.12	32.9
400-46-4330	LOCAL SOURCES-ALCOHOLTAX REV	5,588.98	5,588.98	14,319.00	8,730.02	39.0
400-46-4370	WELLNESS PROGRAM	.00	.00	40,000.00	40,000.00	.0
400-46-9415	ALASKA REMOTE SALES TAX	37,952.73	37,952.73	54,145.00	16,192.27	70.1
400-46-9417	XFER FROM GF: MARIJUANA TAX	11,919.30	11,919.30	28,305.00	16,385.70	42.1
	TOTAL TRANSFERS IN	285,703.89	285,703.89	836,489.00	550,785.11	34.2
	MISCELLANEOUS					
400-49-4590	INVESTMENT INCOME	77,458.93	77,458.93	80,000.00	2,541.07	96.8
	TOTAL MISCELLANEOUS	77,458.93	77,458.93	80,000.00	2,541.07	96.8
	TOTAL FUND REVENUE	576,141.82	576,141.82	1,498,489.00	922,347.18	38.5

YK REG AQUA HLTH & SAFETY CTR

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LOCAL FUNDED EXPENDITURES					
400-50-6150	GASOLINE/DIESEL/OIL	748.82	748.82	2,000.00	1,251.18	37.4
400-50-6153	HEATING FUEL	122,704.53	122,704.53	210,000.00	87,295.47	58.4
400-50-6155	WATER/SEWER/GARBAGE	25,105.30	25,105.30	52,600.00	27,494.70	47.7
400-50-6160	ELECTRICITY	47,783.42	47,783.42	120,000.00	72,216.58	39.8
400-50-6170	TELEPHONE	504.52	504.52	1,300.00	795.48	38.8
400-50-6200	MINOR EQUIPMENT	68.97	68.97	.00	(68.97)	.0
400-50-6230	VEHICLE MAINT/REPAIR	170.21	170.21	1,104.00	933.79	15.4
400-50-6240	PROP MAINT	39,812.19	39,812.19	50,000.00	10,187.81	79.6
400-50-6241	ICR-PROPERTY MAINTENANCE-5%	296.40	296.40	49,849.00	49,552.60	.6
400-50-6320	OTHER PROFESSIONAL FEES	74,503.75	74,503.75	178,785.00	104,281.25	41.7
400-50-6326	CONTRACTOR FEES	94,925.10	94,925.10	621,721.00	526,795.90	15.3
400-50-6335	OTHER PURCHASED SERVICES	18,700.00	18,700.00	25,100.00	6,400.00	74.5
400-50-6400	INSURANCE	22,933.75	22,933.75	62,000.00	39,066.25	37.0
400-50-6531	BANK CHARGES	6.00	6.00	.00	(6.00)	.0
400-50-6710	ADMIN OVERHEAD-GF	37,512.89	37,512.89	97,787.00	60,274.11	38.4
400-50-6711	ADMIN OVERHEAD-IT SVCS	8,989.20	8,989.20	21,021.00	12,031.80	42.8
	TOTAL LOCAL FUNDED EXPENDITURES	494,765.05	494,765.05	1,493,267.00	998,501.95	33.1
	TOTAL FUND EXPENDITURES	494,765.05	494,765.05	1,493,267.00	998,501.95	33.1
	NET REVENUE OVER EXPENDITURES	81,376.77	81,376.77	5,222.00	(76,154.77)	1558.3

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

E-911 SYSTEM/SURCHARGE

	ASSETS			
410-10100	CASH IN COMBINED FUND		135,878.79	
	TOTAL ASSETS			135,878.79
	LIABILITIES AND EQUITY			
	LIABILITIES			
410-21000	ACCRUED PAYROLL		467.54	
	TOTAL LIABILITIES			467.54
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	59,439.59		
	BALANCE - CURRENT DATE		59,439.59	
	TOTAL FUND EQUITY			59,439.59
	TOTAL LIABILITIES AND EQUITY			59,907.13

E-911 SYSTEM/SURCHARGE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	E-911 SURCHARGE					
410-42-4428	SURCHARGE FROM UNITED UTL	74,509.69	74,509.69	148,000.00	73,490.31	50.3
	TOTAL E-911 SURCHARGE	74,509.69	74,509.69	148,000.00	73,490.31	50.3
	TOTAL FUND REVENUE	74,509.69	74,509.69	148,000.00	73,490.31	50.3

E-911 SYSTEM/SURCHARGE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	E-911 SERVICES					
410-50-6000	SALARIES	6,999.98	6,999.98	72,196.00	65,196.02	9.7
410-50-6022	HOLIDAY PAY	.00	.00	2,000.00	2,000.00	.0
410-50-6023	LEAVE CASHOUT	.00	.00	3,610.00	3,610.00	.0
410-50-6031	PAYABLE MEDICARE FICA	101.08	101.08	1,047.00	945.92	9.7
410-50-6032	UNEMPLOYMENT	22.63	22.63	1,285.00	1,262.37	1.8
410-50-6033	WORKERS' COMPENSATION	25.20	25.20	187.00	161.80	13.5
410-50-6034	PERS	1,539.98	1,539.98	15,883.00	14,343.02	9.7
410-50-6040	EMPLOYEE GROUP BENEFITS	1,156.09	1,156.09	19,906.00	18,749.91	5.8
410-50-6041	UTILITY BENEFIT	(2.33)	(2.33)	5,016.00	5,018.33	(.1)
410-50-6400	INSURANCE	924.75	924.75	2,500.00	1,575.25	37.0
410-50-6410	RENTS & LEASES	4,302.72	4,302.72	13,000.00	8,697.28	33.1
	TOTAL E-911 SERVICES	15,070.10	15,070.10	136,630.00	121,559.90	11.0
	TOTAL FUND EXPENDITURES	15,070.10	15,070.10	136,630.00	121,559.90	11.0
	NET REVENUE OVER EXPENDITURES	59,439.59	59,439.59	11,370.00	(48,069.59)	522.8

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

WATER & SEWER GRANT PROJECTS

	ASSETS		
430-10100	CASH IN COMBINED FUND	(16,000.00)	
	TOTAL ASSETS		(16,000.00)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

INSTITUTIONAL CORRIDOR PROJECT

	ASSETS		
450-10100	CASH IN COMBINED FUND	(115,901.89)	
	TOTAL ASSETS		(115,901.89)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

PORT OFFICE CP FUND

	ASSETS		
470-10100	CASH IN COMBINED FUND	(22,466.07)	
	TOTAL ASSETS		(22,466.07)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

F49 PORT MULTI-FACILITY IMPRV.

ASSETS

490-10100	CASH IN COMBINED FUND	(22,200.00)	
	TOTAL ASSETS		(22,200.00)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

SOLID WASTE SERVICES

	ASSETS			
500-10100	CASH IN COMBINED FUND		4,133,628.81	
500-12000	ACCOUNTS RECEIVABLE		185,270.54	
500-12900	ALLOWANCE FOR DOUBTFUL ACCTS		(21,419.67)	
500-13200	INVENTORY - HEATING FUEL		1,439.80	
500-13220	INVENTORY - DIESEL		4,430.41	
500-15100	LAND		18,252.00	
500-15400	BUILDINGS		96,568.13	
500-15500	MACHINERY & EQUIP-GENERAL		2,397,153.86	
500-15700	VEHICLES-GENERAL		939,511.30	
500-15900	PLANTS AND LINES-GENERAL		164,282.49	
500-16400	ACCUM DEPR - BUILDINGS		(70,347.29)	
500-16500	ACCUM DEP-M&E GENERAL		(1,013,315.08)	
500-16700	ACCUM DEPR - VEHICLES		(467,591.94)	
500-16900	ACCUM DEPR-PLANT/LINE-GNL		(47,776.15)	
500-19000	DEFERRED OUTFLOW-PENSION		38,068.41	
500-19001	OPEB DEFERRED OUTFLOW		24,746.25	
500-19002	OPEB ASSET		262,214.22	
	TOTAL ASSETS			6,645,116.09
	LIABILITIES AND EQUITY			
	LIABILITIES			
500-20100	VOUCHERS PAYABLE		8,522.78	
500-21000	ACCRUED PAYROLL		9,809.60	
500-22100	ACCRUED VACATION		47,886.67	
500-22200	VACATION/SICK LEAVE		6,391.21	
500-25000	PENSION LIABILITY		349,138.16	
500-25100	NET OPEB LIABILITY		999.30	
	TOTAL LIABILITIES			422,747.72
	FUND EQUITY			
500-27100	DEFERRED INFLOW-PENSION		254,477.31	
500-27101	OPEB DEFERRED INFLOW		30,643.58	
500-28500	LANDFILL CLOSURE.POSTCLOS		3,175,557.26	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	88,712.82		
	BALANCE - CURRENT DATE		88,712.82	
	TOTAL FUND EQUITY			3,549,390.97
	TOTAL LIABILITIES AND EQUITY			3,972,138.69

SOLID WASTE SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOLID WASTE & RECYLING					
500-44-4396	COMMERCIAL GARBAGE PICKUP	359,225.64	359,225.64	800,000.00	440,774.36	44.9
500-44-4397	LANDFILL DUMP FEE	148,053.84	148,053.84	125,000.00	(23,053.84)	118.4
500-44-4398	RESIDENTIAL GARBAGE PICKUP	121,806.27	121,806.27	350,495.00	228,688.73	34.8
	TOTAL SOLID WASTE & RECYLING	629,085.75	629,085.75	1,275,495.00	646,409.25	49.3
	TOTAL FUND REVENUE	629,085.75	629,085.75	1,275,495.00	646,409.25	49.3

SOLID WASTE SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HAULED REFUSE					
500-70-6000	SALARIES	70,483.54	70,483.54	145,123.00	74,639.46	48.6
500-70-6010	OVERTIME	2,062.84	2,062.84	10,250.00	8,187.16	20.1
500-70-6023	LEAVE CASHOUT	.00	.00	5,864.00	5,864.00	.0
500-70-6030	SOCIAL SECURITY EXPENSE	768.65	768.65	1,790.00	1,021.35	42.9
500-70-6031	PAYABLE MEDICARE FICA	1,020.02	1,020.02	2,253.00	1,232.98	45.3
500-70-6032	UNEMPLOYMENT	109.52	109.52	1,399.00	1,289.48	7.8
500-70-6033	WORKERS' COMPENSATION	2,783.60	2,783.60	4,014.00	1,230.40	69.4
500-70-6034	PERS	10,322.86	10,322.86	34,182.00	23,859.14	30.2
500-70-6040	EMPLOYEE GROUP BENEFITS	8,557.12	8,557.12	19,906.00	11,348.88	43.0
500-70-6041	UTILITY BENEFIT	942.67	942.67	5,016.00	4,073.33	18.8
500-70-6100	SUPPLIES	971.27	971.27	1,000.00	28.73	97.1
500-70-6103	WEARING APPAREL	.00	.00	1,000.00	1,000.00	.0
500-70-6121	4 YD DUMPSTERS	59,747.82	59,747.82	60,000.00	252.18	99.6
500-70-6150	GASOLINE/DIESEL/OIL	13,019.49	13,019.49	14,000.00	980.51	93.0
500-70-6230	VEHICLE MAINT/REPAIR	29,183.83	29,183.83	79,732.00	50,548.17	36.6
500-70-6231	VEHICLE PARTS & TOOLS	19,683.41	19,683.41	20,000.00	316.59	98.4
500-70-6232	TIRES & WHEELS	677.41	677.41	8,000.00	7,322.59	8.5
500-70-6335	OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
500-70-6400	INSURANCE	2,848.20	2,848.20	7,700.00	4,851.80	37.0
500-70-6710	ADMIN OVERHEAD-GF	16,583.23	16,583.23	43,229.00	26,645.77	38.4
	TOTAL HAULED REFUSE	239,765.48	239,765.48	465,458.00	225,692.52	51.5

SOLID WASTE SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LANDFILL OPERATIONS					
500-71-6000	SALARIES	68,210.45	68,210.45	171,149.00	102,938.55	39.9
500-71-6010	OVERTIME	9,725.74	9,725.74	35,000.00	25,274.26	27.8
500-71-6023	LEAVE CASHOUT	.00	.00	20,823.00	20,823.00	.0
500-71-6030	SOCIAL SECURITY EXPENSE	360.47	360.47	.00	(360.47)	.0
500-71-6031	PAYABLE MEDICARE FICA	1,161.58	1,161.58	2,989.00	1,827.42	38.9
500-71-6032	UNEMPLOYMENT	235.00	235.00	1,847.00	1,612.00	12.7
500-71-6033	WORKERS' COMPENSATION	2,039.50	2,039.50	5,325.00	3,285.50	38.3
500-71-6034	PERS	15,864.17	15,864.17	45,353.00	29,488.83	35.0
500-71-6040	EMPLOYEE GROUP BENEFITS	4,572.71	4,572.71	47,050.00	42,477.29	9.7
500-71-6041	UTILITY BENEFIT	2,607.03	2,607.03	11,856.00	9,248.97	22.0
500-71-6060	TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
500-71-6100	SUPPLIES	1,983.85	1,983.85	3,000.00	1,016.15	66.1
500-71-6103	WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
500-71-6132	SALT	30,244.25	30,244.25	30,000.00	(244.25)	100.8
500-71-6150	GASOLINE/DIESEL/OIL	2,786.52	2,786.52	15,000.00	12,213.48	18.6
500-71-6153	HEATING FUEL	641.04	641.04	18,100.00	17,458.96	3.5
500-71-6160	ELECTRICITY	1,151.72	1,151.72	5,700.00	4,548.28	20.2
500-71-6171	STAFF CELLULAR PHONES	299.04	299.04	900.00	600.96	33.2
500-71-6200	MINOR EQUIPMENT	1,241.73	1,241.73	7,500.00	6,258.27	16.6
500-71-6230	VEHICLE MAINT/REPAIR	28,787.20	28,787.20	88,592.00	59,804.80	32.5
500-71-6231	VEHICLE PARTS & TOOLS	24,274.04	24,274.04	20,000.00	(4,274.04)	121.4
500-71-6240	PROPERTY MAINT	13,100.50	13,100.50	29,909.00	16,808.50	43.8
500-71-6335	OTHER PURCHASED SERVICES	.00	.00	4,000.00	4,000.00	.0
500-71-6400	INSURANCE	1,923.50	1,923.50	5,200.00	3,276.50	37.0
500-71-6503	DUES & SUBSCRIPTIONS	.00	.00	10,000.00	10,000.00	.0
500-71-6539	MISCELLANEOUS EXPENSES	.00	.00	4,000.00	4,000.00	.0
500-71-6710	ADMIN OVERHEAD-GF	24,636.55	24,636.55	64,222.00	39,585.45	38.4
500-71-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
500-71-6891	CAP EXP	47,414.38	47,414.38	.00	(47,414.38)	.0
	TOTAL LANDFILL OPERATIONS	297,423.22	297,423.22	693,633.00	396,209.78	42.9
	RECYCLING OPERATIONS					
500-72-6153	HEATING FUEL	3,184.23	3,184.23	.00	(3,184.23)	.0
	TOTAL RECYCLING OPERATIONS	3,184.23	3,184.23	.00	(3,184.23)	.0
	TOTAL FUND EXPENDITURES	540,372.93	540,372.93	1,159,091.00	618,718.07	46.6
	NET REVENUE OVER EXPENDITURES	88,712.82	88,712.82	116,404.00	27,691.18	76.2

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

WATER & SEWER SERVICES

ASSETS

510-10100	CASH IN COMBINED FUND		2,593,853.22	
510-11240	INVESTMENT-AMLIP W SUBS		1,633,247.96	
510-11290	INVESTMENT-AMLIP S SUBS		912,154.05	
510-12000	ACCOUNTS RECEIVABLE		804,783.24	
510-12900	ALLOWANCE FOR DOUBTFUL ACCTS		214,638.77	
510-13200	HEATING FUEL INVENTORY		62,081.09	
510-13220	DIESEL FUEL INVENTORY		55,380.10	
510-15200	W/S CONSTRUCTION IN PROGRESS		2,583,284.35	
510-15300	IMPROVEMENTS		891,716.73	
510-15400	BUILDINGS		2,869,625.96	
510-15500	MACHINERY & EQUIP-GENERAL		1,130,239.21	
510-15700	VEHICLES-GENERAL		5,417,697.81	
510-15900	PLANTS AND LINES-GENERAL		48,481,946.34	
510-16400	ACCUM DEPR - BUILDINGS		(3,036,386.76)	
510-16500	ACCUM DEP-M&E GENERAL		(391,474.02)	
510-16700	ACCUM DEPR - VEHICLES		(4,440,780.36)	
510-16900	ACCUM DEPR-PLANT/LINE-GNL		(27,042,508.93)	
510-19000	DEFERRED OUTFLOW-PENSION		334,056.04	
510-19001	OPEB DEFERRED OUTFLOW		189,863.24	
510-19002	OPEB ASSET		1,624,392.12	
	TOTAL ASSETS			34,887,810.16

LIABILITIES AND EQUITY

LIABILITIES

510-20100	VOUCHERS PAYABLE		11,798.72	
510-20800	SALES TAX PAYABLE		246.99	
510-21000	ACCRUED PAYROLL		85,560.97	
510-22100	ACCRUED VACATION		101,574.68	
510-22200	VACATION/SICK LEAVE		18,349.83	
510-24000	USDA JETTY LOAN PAYABLE		240.66	
510-25000	OPEB LIABILITY		2,815,720.45	
510-25100	OPEB LIABILITY		7,667.02	
510-25900	DUE TO/FROM OTHER FUNDS		1,996,668.23	
	TOTAL LIABILITIES			5,037,827.55

FUND EQUITY

510-26100	UTILITY DEPOSITS		306,672.17	
510-27100	DEFERRED INFLOW-PENSION		1,513,416.43	
510-27101	OPEB DEFERRED INFLOW		235,110.01	
510-27600	ACCRUED INTEREST PAYABLE		13,036.18	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(829,548.06)		
	BALANCE - CURRENT DATE		(829,548.06)	
	TOTAL FUND EQUITY			1,238,686.73

WATER & SEWER SERVICES

TOTAL LIABILITIES AND EQUITY	6,276,514.28

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WATER					
510-42-4384	CONTRACT WATER	8,456.00	8,456.00	14,783.00	6,327.00	57.2
510-42-4386	METERED PIPED WATER COMM.	395,503.28	395,503.28	967,443.00	571,939.72	40.9
510-42-4387	UNMETERED PIPED WTR RESID	414,666.28	414,666.28	961,395.00	546,728.72	43.1
510-42-4389	PUMPHOUSE WATER	17,416.10	17,416.10	24,406.00	6,989.90	71.4
510-42-4390	TRUCKED WATER	1,266,830.70	1,266,830.70	3,338,369.00	2,071,538.30	38.0
	TOTAL WATER	2,102,872.36	2,102,872.36	5,306,396.00	3,203,523.64	39.6
	SEWER					
510-43-4384	CONTRACT SEWER	27,432.87	27,432.87	14,474.00	(12,958.87)	189.5
510-43-4386	METERED PIPED SEWER COMM.	235,988.96	235,988.96	583,123.00	347,134.04	40.5
510-43-4387	UNMETERED PIPED SEWER RES	125,822.31	125,822.31	282,330.00	156,507.69	44.6
510-43-4390	TRUCKED SEWER (EVAC/HB)	992,684.23	992,684.23	1,888,920.00	896,235.77	52.6
	TOTAL SEWER	1,381,928.37	1,381,928.37	2,768,847.00	1,386,918.63	49.9
	MISCELLANEOUS					
510-45-4392	WATER SUBSCRIPTION FEES	90,545.75	90,545.75	204,946.00	114,400.25	44.2
510-45-4393	SEWER SUBSCRIPTION FEES	96,681.34	96,681.34	216,015.00	119,333.66	44.8
510-45-4394	RECONNECT FEES	.00	.00	3,000.00	3,000.00	.0
510-45-4429	SENIOR DISCOUNT	(25,444.22)	(25,444.22)	(52,000.00)	(26,555.78)	(48.9)
510-45-4430	NSF CHECKS AND FEES	(30.00)	(30.00)	.00	30.00	.0
510-45-4523	UTILITY PENALTY/INTEREST	28,975.42	28,975.42	70,000.00	41,024.58	41.4
510-45-4590	INVESTMENT INCOME	53,076.51	53,076.51	50,000.00	(3,076.51)	106.2
	TOTAL MISCELLANEOUS	243,804.80	243,804.80	491,961.00	248,156.20	49.6
	MISCELLANEOUS					
510-49-4439	MISCELLANEOUS INCOME	62,477.36	62,477.36	20,000.00	(42,477.36)	312.4
510-49-4982	UTILITY COLLECTIONS	6,006.37	6,006.37	.00	(6,006.37)	.0
510-49-6532	CASH OVER/SHORT	(120.00)	(120.00)	500.00	620.00	(24.0)
	TOTAL MISCELLANEOUS	68,363.73	68,363.73	20,500.00	(47,863.73)	333.5
	TOTAL FUND REVENUE	3,796,969.26	3,796,969.26	8,587,704.00	4,790,734.74	44.2

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
510-80-6000	SALARIES	29,566.21	29,566.21	94,134.00	64,567.79	31.4
510-80-6010	OVERTIME	345.77	345.77	3,000.00	2,654.23	11.5
510-80-6023	LEAVE CASHOUT	.00	.00	4,592.00	4,592.00	.0
510-80-6031	PAYABLE MEDICARE FICA	430.27	430.27	1,408.00	977.73	30.6
510-80-6032	UNEMPLOYMENT	50.33	50.33	1,729.00	1,678.67	2.9
510-80-6033	WORKERS' COMPENSATION	33.95	33.95	2,509.00	2,475.05	1.4
510-80-6034	PERS	6,557.14	6,557.14	21,369.00	14,811.86	30.7
510-80-6040	EMPLOYEE GROUP BENEFITS	4,532.51	4,532.51	40,716.00	36,183.49	11.1
510-80-6041	UTILITY BENEFIT	1,924.25	1,924.25	10,260.00	8,335.75	18.8
510-80-6060	TRAVEL/TRAINING	.00	.00	4,500.00	4,500.00	.0
510-80-6100	SUPPLIES	402.39	402.39	3,500.00	3,097.61	11.5
510-80-6200	MINOR EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
510-80-6335	OUTSOURCED SERVICES	28,143.43	28,143.43	49,500.00	21,356.57	56.9
510-80-6400	INSURANCE	443.90	443.90	1,200.00	756.10	37.0
510-80-6506	POSTAGE	2,348.80	2,348.80	15,000.00	12,651.20	15.7
510-80-6531	BANK CHARGES	26,056.50	26,056.50	40,000.00	13,943.50	65.1
510-80-6539	MISCELLANEOUS EXPENSES	6,006.37	6,006.37	500.00	(5,506.37)	1201.3
510-80-6710	ADMIN OVERHEAD-GF	12,969.35	12,969.35	33,808.00	20,838.65	38.4
510-80-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
	TOTAL UTILITY BILLING	133,973.42	133,973.42	364,843.00	230,869.58	36.7

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HAULED WATER					
510-81-6000	SALARIES	280,496.12	280,496.12	551,321.00	270,824.88	50.9
510-81-6010	OVERTIME	107,679.22	107,679.22	225,000.00	117,320.78	47.9
510-81-6023	LEAVE CASHOUT	.00	.00	26,545.00	26,545.00	.0
510-81-6030	SOCIAL SECURITY EXPENSE	15,463.89	15,463.89	.00	(15,463.89)	.0
510-81-6031	PAYABLE MEDICARE FICA	5,469.97	5,469.97	11,257.00	5,787.03	48.6
510-81-6032	UNEMPLOYMENT	3,430.76	3,430.76	9,450.00	6,019.24	36.3
510-81-6033	WORKERS' COMPENSATION	2,610.70	2,610.70	20,055.00	17,444.30	13.0
510-81-6034	PERS	28,672.97	28,672.97	170,791.00	142,118.03	16.8
510-81-6040	EMPLOYEE GROUP BENEFITS	22,712.17	22,712.17	169,198.00	146,485.83	13.4
510-81-6041	UTILITY BENEFIT	1,027.24	1,027.24	42,636.00	41,608.76	2.4
510-81-6060	TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
510-81-6100	SUPPLIES	2,714.50	2,714.50	15,000.00	12,285.50	18.1
510-81-6103	WEARING APPAREL	1,350.38	1,350.38	15,000.00	13,649.62	9.0
510-81-6150	GASOLINE/DIESEL/OIL	73,882.33	73,882.33	110,000.00	36,117.67	67.2
510-81-6153	HEATING FUEL	6,797.71	6,797.71	16,250.00	9,452.29	41.8
510-81-6155	WATER/SEWER/GARBAGE	2,101.50	2,101.50	6,492.00	4,390.50	32.4
510-81-6160	ELECTRICITY	4,407.78	4,407.78	15,875.00	11,467.22	27.8
510-81-6170	TELEPHONE	13.36	13.36	50.00	36.64	26.7
510-81-6171	STAFF CELLULAR PHONES	592.23	592.23	6,500.00	5,907.77	9.1
510-81-6200	MINOR EQUIPMENT	602.84	602.84	5,000.00	4,397.16	12.1
510-81-6230	VEHICLE MAINT/REPAIR	107,843.45	107,843.45	331,886.00	224,042.55	32.5
510-81-6231	VEHICLE PARTS & TOOLS	16,585.06	16,585.06	100,000.00	83,414.94	16.6
510-81-6232	TIRES & WHEELS	9,642.42	9,642.42	20,000.00	10,357.58	48.2
510-81-6240	PROPERTY MAINT	21,834.18	21,834.18	49,849.00	28,014.82	43.8
510-81-6332	LAB TESTS	.00	.00	3,000.00	3,000.00	.0
510-81-6335	OTHER PURCHASED SERVICES	(1,000.00)	(1,000.00)	3,000.00	4,000.00	(33.3)
510-81-6400	INSURANCE	52,642.06	52,642.06	122,000.00	69,357.94	43.2
510-81-6539	MISCELLANEOUS EXPENSES	456.50	456.50	2,000.00	1,543.50	22.8
510-81-6710	ADMIN OVERHEAD-GF	88,492.47	88,492.47	230,679.00	142,186.53	38.4
510-81-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
510-81-6890	CAP EXP	317,788.86	317,788.86	620,000.00	302,211.14	51.3
	TOTAL HAULED WATER	1,188,472.92	1,188,472.92	2,941,952.00	1,753,479.08	40.4

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PIPED WATER					
510-82-6000	SALARIES	38,644.16	38,644.16	145,956.00	107,311.84	26.5
510-82-6010	OVERTIME	15,368.40	15,368.40	35,000.00	19,631.60	43.9
510-82-6023	LEAVE CASHOUT	.00	.00	9,048.00	9,048.00	.0
510-82-6030	SOCIAL SECURITY EXPENSE	.00	.00	942.00	942.00	.0
510-82-6031	PAYABLE MEDICARE FICA	748.97	748.97	2,624.00	1,875.03	28.5
510-82-6032	UNEMPLOYMENT	95.08	95.08	1,953.00	1,857.92	4.9
510-82-6033	WORKERS' COMPENSATION	555.55	555.55	4,675.00	4,119.45	11.9
510-82-6034	PERS	11,877.33	11,877.33	39,810.00	27,932.67	29.8
510-82-6040	EMPLOYEE GROUP BENEFITS	18,929.30	18,929.30	49,764.00	30,834.70	38.0
510-82-6041	UTILITY BENEFIT	2,597.98	2,597.98	12,540.00	9,942.02	20.7
510-82-6060	TRAVEL/TRAINING	600.00	600.00	8,000.00	7,400.00	7.5
510-82-6100	SUPPLIES	1,715.95	1,715.95	5,000.00	3,284.05	34.3
510-82-6103	WEARING APPAREL	234.98	234.98	5,000.00	4,765.02	4.7
510-82-6108	PLUMBING SUPPLIES	.00	.00	15,000.00	15,000.00	.0
510-82-6150	GASOLINE/DIESEL/OIL	3,703.88	3,703.88	15,000.00	11,296.12	24.7
510-82-6153	HEATING FUEL	13,121.21	13,121.21	48,400.00	35,278.79	27.1
510-82-6155	WATER/SEWER/GARBAGE	1,071.53	1,071.53	2,200.00	1,128.47	48.7
510-82-6160	ELECTRICITY-UTIL MT SHOP	1,990.67	1,990.67	8,200.00	6,209.33	24.3
510-82-6170	TELEPHONE	6.68	6.68	50.00	43.32	13.4
510-82-6171	STAFF CELLULAR PHONES	1,286.22	1,286.22	2,200.00	913.78	58.5
510-82-6200	MINOR EQUIPMENT	50.45	50.45	.00	(50.45)	.0
510-82-6230	VEHICLE MAINT/REPAIR	1,043.38	1,043.38	3,211.00	2,167.62	32.5
510-82-6231	VEHICLE PARTS & TOOLS	1,992.85	1,992.85	1,500.00	(492.85)	132.9
510-82-6232	TIRES & WHEELS	.00	.00	500.00	500.00	.0
510-82-6332	LAB TESTS	.00	.00	500.00	500.00	.0
510-82-6335	OTHER PURCHASED SERVICES	.00	.00	1,500.00	1,500.00	.0
510-82-6400	INSURANCE	2,996.20	2,996.20	8,100.00	5,103.80	37.0
510-82-6401	INSURANCE-DED EXP & OTHER	.00	.00	530.00	530.00	.0
510-82-6710	ADMIN OVERHEAD-GF	21,816.33	21,816.33	56,870.00	35,053.67	38.4
510-82-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
	TOTAL PIPED WATER	154,609.35	154,609.35	517,191.00	362,581.65	29.9

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BETHEL HTS WTR TREATMENT					
510-83-6000	SALARIES	79,992.16	79,992.16	145,979.00	65,986.84	54.8
510-83-6010	OVERTIME	20,000.28	20,000.28	37,000.00	16,999.72	54.1
510-83-6023	LEAVE CASHOUT	498.24	498.24	18,648.00	18,149.76	2.7
510-83-6031	PAYABLE MEDICARE FICA	478.88	478.88	2,653.00	2,174.12	18.1
510-83-6032	UNEMPLOYMENT	156.50	156.50	1,538.00	1,381.50	10.2
510-83-6033	WORKERS' COMPENSATION	592.40	592.40	4,727.00	4,134.60	12.5
510-83-6034	PERS	17,292.97	17,292.97	40,255.00	22,962.03	43.0
510-83-6040	EMPLOYEE GROUP BENEFITS	12,763.64	12,763.64	49,764.00	37,000.36	25.7
510-83-6041	UTILITY BENEFIT	5,514.27	5,514.27	12,540.00	7,025.73	44.0
510-83-6060	TRAVEL/TRAINING	150.00	150.00	5,000.00	4,850.00	3.0
510-83-6100	SUPPLIES	1,559.85	1,559.85	4,000.00	2,440.15	39.0
510-83-6103	WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
510-83-6108	PLUMBING SUPPLIES	56.97	56.97	5,000.00	4,943.03	1.1
510-83-6140	CHEMICALS	84,254.54	84,254.54	125,000.00	40,745.46	67.4
510-83-6150	GASOLINE/DIESEL/OIL	.00	.00	2,000.00	2,000.00	.0
510-83-6153	HEATING FUEL (PUMPHOUSE)	55,593.80	55,593.80	207,800.00	152,206.20	26.8
510-83-6160	ELECTRICITY (PUMPHOUSE)	49,496.09	49,496.09	130,525.00	81,028.91	37.9
510-83-6200	MINOR EQUIPMENT	11,521.49	11,521.49	45,000.00	33,478.51	25.6
510-83-6230	VEHICLE MAINT/REPAIR	1,061.58	1,061.58	3,267.00	2,205.42	32.5
510-83-6332	LAB TESTS	255.00	255.00	4,000.00	3,745.00	6.4
510-83-6335	OTHER PURCHASED SERVICES	.00	.00	25,000.00	25,000.00	.0
510-83-6400	INSURANCE	9,839.30	9,839.30	26,600.00	16,760.70	37.0
510-83-6710	ADMIN OVERHEAD-GF	22,595.14	22,595.14	58,900.00	36,304.86	38.4
510-83-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
	TOTAL BETHEL HTS WTR TREATMENT	387,835.35	387,835.35	989,814.00	601,978.65	39.2

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY SUB WTR TREATMENT					
510-84-6000	SALARIES	83,199.94	83,199.94	188,312.00	105,112.06	44.2
510-84-6010	OVERTIME	44,152.99	44,152.99	45,000.00	847.01	98.1
510-84-6023	LEAVE CASHOUT	498.25	498.25	8,838.00	8,339.75	5.6
510-84-6031	PAYABLE MEDICARE FICA	1,742.45	1,742.45	3,383.00	1,640.55	51.5
510-84-6032	UNEMPLOYMENT	272.44	272.44	1,953.00	1,680.56	14.0
510-84-6033	WORKERS' COMPENSATION	763.60	763.60	6,027.00	5,263.40	12.7
510-84-6034	PERS	25,886.53	25,886.53	51,329.00	25,442.47	50.4
510-84-6040	EMPLOYEE GROUP BENEFITS	18,206.99	18,206.99	49,764.00	31,557.01	36.6
510-84-6041	UTILITY BENEFIT	3,316.66	3,316.66	12,540.00	9,223.34	26.5
510-84-6060	TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
510-84-6100	SUPPLIES	2,481.78	2,481.78	3,000.00	518.22	82.7
510-84-6103	WEARING APPAREL	363.44	363.44	3,000.00	2,636.56	12.1
510-84-6108	PLUMBING SUPPLIES	22.64	22.64	3,000.00	2,977.36	.8
510-84-6140	CHEMICALS	90,189.02	90,189.02	125,000.00	34,810.98	72.2
510-84-6150	GASOLINE/DIESEL/OIL	2,709.73	2,709.73	1,500.00	(1,209.73)	180.7
510-84-6153	HEATING FUEL(CS WTF)	69,673.41	69,673.41	120,000.00	50,326.59	58.1
510-84-6160	ELECTRICITY (CS WTF)	36,785.81	36,785.81	98,900.00	62,114.19	37.2
510-84-6170	TELEPHONE	511.20	511.20	50.00	(461.20)	1022.4
510-84-6200	MINOR EQUIPMENT	9,108.79	9,108.79	25,000.00	15,891.21	36.4
510-84-6230	VEHICLE MAINT (ISF)	1,439.49	1,439.49	4,430.00	2,990.51	32.5
510-84-6332	LAB TESTS	8,458.41	8,458.41	15,000.00	6,541.59	56.4
510-84-6335	OTHER PURCHASED SERVICES	5,459.50	5,459.50	15,000.00	9,540.50	36.4
510-84-6400	INSURANCE	6,103.35	6,103.35	16,500.00	10,396.65	37.0
510-84-6502	ADVERTISING	.00	.00	500.00	500.00	.0
510-84-6710	ADMIN OVERHEAD-GF	26,495.09	26,495.09	69,066.00	42,570.91	38.4
510-84-6711	ADMIN OVERHEAD-IT SVCS	15,857.80	15,857.80	37,083.00	21,225.20	42.8
510-84-6890	CAPITAL EXPENDITURES	24,837.20	24,837.20	96,500.00	71,662.80	25.7
510-84-6891	CHEMICAL STORAGE BUILDING	171,055.53	171,055.53	.00	(171,055.53)	.0
	TOTAL CITY SUB WTR TREATMENT	649,592.04	649,592.04	1,010,675.00	361,082.96	64.3

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HAULED SEWER					
510-85-6000	SALARIES	328,521.84	328,521.84	646,128.00	317,606.16	50.8
510-85-6010	OVERTIME	101,048.63	101,048.63	200,000.00	98,951.37	50.5
510-85-6023	LEAVE CASHOUT	.00	.00	31,530.00	31,530.00	.0
510-85-6030	SOCIAL SECURITY EXPENSE	13,325.99	13,325.99	20,000.00	6,674.01	66.6
510-85-6031	PAYABLE MEDICARE FICA	6,159.95	6,159.95	12,269.00	6,109.05	50.2
510-85-6032	UNEMPLOYMENT	3,433.35	3,433.35	.00	(3,433.35)	.0
510-85-6033	WORKERS' COMPENSATION	4,593.55	4,593.55	21,858.00	17,264.45	21.0
510-85-6034	PERS	41,902.66	41,902.66	186,148.00	144,245.34	22.5
510-85-6040	EMPLOYEE GROUP BENEFITS	55,449.31	55,449.31	205,390.00	149,940.69	27.0
510-85-6041	UTILITY BENEFIT	198.78	198.78	51,756.00	51,557.22	.4
510-85-6060	TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
510-85-6100	SUPPLIES	8,726.96	8,726.96	15,000.00	6,273.04	58.2
510-85-6103	WEARING APPAREL	8,143.94	8,143.94	15,000.00	6,856.06	54.3
510-85-6150	GASOLINE/DIESEL/OIL	79,546.81	79,546.81	110,000.00	30,453.19	72.3
510-85-6153	HEATING FUEL	6,797.71	6,797.71	16,250.00	9,452.29	41.8
510-85-6155	WATER/SEWER/GARBAGE	2,101.50	2,101.50	6,492.00	4,390.50	32.4
510-85-6160	ELECTRICITY	4,407.78	4,407.78	15,875.00	11,467.22	27.8
510-85-6171	STAFF CELLULAR PHONES	.00	.00	5,500.00	5,500.00	.0
510-85-6200	MINOR EQUIPMENT	1,246.85	1,246.85	5,000.00	3,753.15	24.9
510-85-6230	VEHICLE MAINT/REPAIR	106,152.15	106,152.15	326,681.00	220,528.85	32.5
510-85-6231	VEHICLE PARTS & TOOLS	28,718.13	28,718.13	100,000.00	71,281.87	28.7
510-85-6232	TIRES & WHEELS	10,677.24	10,677.24	20,000.00	9,322.76	53.4
510-85-6240	PROPERTY MAINT	21,834.18	21,834.18	49,849.00	28,014.82	43.8
510-85-6335	OTHER PURCHASED SERVICES	(1,807.05)	(1,807.05)	3,000.00	4,807.05	(60.2)
510-85-6400	INSURANCE	40,090.05	40,090.05	86,600.00	46,509.95	46.3
510-85-6539	MISCELLANEOUS EXPENSES	500.00	500.00	2,000.00	1,500.00	25.0
510-85-6710	ADMIN OVERHEAD-GF	99,232.50	99,232.50	258,676.00	159,443.50	38.4
510-85-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
510-85-6890	CAPITAL EXPENDITURES	556,929.44	556,929.44	620,000.00	63,070.56	89.8
510-85-9691	SEWER TRUCK(S)	258,107.00	258,107.00	.00	(258,107.00)	.0
	TOTAL HAULED SEWER	1,800,201.50	1,800,201.50	3,074,120.00	1,273,918.50	58.6

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PIPED SEWER					
510-86-6000	SALARIES	35,928.53	35,928.53	145,608.00	109,679.47	24.7
510-86-6010	OVERTIME	15,368.48	15,368.48	35,000.00	19,631.52	43.9
510-86-6023	LEAVE CASHOUT	.00	.00	7,120.00	7,120.00	.0
510-86-6030	SOCIAL SECURITY EXPENSE	.00	.00	942.00	942.00	.0
510-86-6031	PAYABLE MEDICARE FICA	715.08	715.08	2,619.00	1,903.92	27.3
510-86-6032	UNEMPLOYMENT	88.35	88.35	.00	(88.35)	.0
510-86-6033	WORKERS' COMPENSATION	554.35	554.35	4,666.00	4,111.65	11.9
510-86-6034	PERS	11,279.90	11,279.90	39,734.00	28,454.10	28.4
510-86-6040	EMPLOYEE GROUP BENEFITS	18,281.56	18,281.56	49,764.00	31,482.44	36.7
510-86-6041	UTILITY BENEFITS	2,547.73	2,547.73	12,540.00	9,992.27	20.3
510-86-6060	TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
510-86-6100	SUPPLIES	32,315.35	32,315.35	3,000.00	(29,315.35)	1077.2
510-86-6103	WEARING APPAREL	1,933.10	1,933.10	4,000.00	2,066.90	48.3
510-86-6108	PLUMBING SUPPLIES	1,310.91	1,310.91	7,500.00	6,189.09	17.5
510-86-6150	GASOLINE/DIESEL/OIL	5,878.76	5,878.76	15,000.00	9,121.24	39.2
510-86-6153	HEATING FUEL	12,505.59	12,505.59	60,000.00	47,494.41	20.8
510-86-6155	WATER/SEWER/GARBAGE	1,071.52	1,071.52	2,200.00	1,128.48	48.7
510-86-6160	ELECTRICITY-LIFTST & BLDG	16,412.42	16,412.42	108,000.00	91,587.58	15.2
510-86-6200	MINOR EQUIPMENT	15,416.91	15,416.91	150,000.00	134,583.09	10.3
510-86-6230	VEHICLE MAINT/REPAIR	1,295.56	1,295.56	3,987.00	2,691.44	32.5
510-86-6231	VEHICLE PARTS & TOOLS	1,882.90	1,882.90	1,500.00	(382.90)	125.5
510-86-6232	TIRES & WHEELS	.00	.00	500.00	500.00	.0
510-86-6335	OTHER PURCHASED SERVICES	268.40	268.40	20,000.00	19,731.60	1.3
510-86-6400	INSURANCE	2,959.20	2,959.20	8,000.00	5,040.80	37.0
510-86-6410	LEASED PROPERTY-LIFT STATIONS	17,381.25	17,381.25	17,000.00	(381.25)	102.2
510-86-6710	ADMIN OVERHEAD-GF	21,504.60	21,504.60	56,057.00	34,552.40	38.4
510-86-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
510-86-9693	HERMAN NELSON HEATER	.00	.00	68,000.00	68,000.00	.0
510-86-9699	PIPED SEWER CAP EXP SL ASSETS	14,474.08	14,474.08	.00	(14,474.08)	.0
	TOTAL PIPED SEWER	245,536.78	245,536.78	860,855.00	615,318.22	28.5

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER LAGOON					
510-87-6000	SALARIES	15,174.15	15,174.15	66,028.00	50,853.85	23.0
510-87-6010	OVERTIME	4,312.15	4,312.15	.00	(4,312.15)	.0
510-87-6023	LEAVE CASHOUT	.00	.00	3,301.00	3,301.00	.0
510-87-6031	PAYABLE MEDICARE FICA	267.35	267.35	957.00	689.65	27.9
510-87-6032	UNEMPLOYMENT	25.11	25.11	.00	(25.11)	.0
510-87-6033	WORKERS' COMPENSATION	104.60	104.60	1,706.00	1,601.40	6.1
510-87-6034	PERS	4,276.16	4,276.16	14,526.00	10,249.84	29.4
510-87-6040	EMPLOYEE GROUP BENEFITS	5,372.57	5,372.57	16,286.00	10,913.43	33.0
510-87-6041	UTILITY BENEFIT	764.55	764.55	4,104.00	3,339.45	18.6
510-87-6060	TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
510-87-6100	SUPPLIES	507.01	507.01	1,000.00	492.99	50.7
510-87-6103	WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
510-87-6108	PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
510-87-6150	GASOLINE/DIESEL/OIL	184.52	184.52	38,000.00	37,815.48	.5
510-87-6200	MINOR EQUIPMENT	.00	.00	1,100.00	1,100.00	.0
510-87-6231	VEHICLE PARTS & TOOLS	435.87	435.87	160.00	(275.87)	272.4
510-87-6320	LAGOON STUDY	21,252.48	21,252.48	.00	(21,252.48)	.0
510-87-6332	LAB TESTS (SAMPLES)	4,230.00	4,230.00	15,000.00	10,770.00	28.2
510-87-6335	OTHER PURCHASED SERVICES	.00	.00	500.00	500.00	.0
510-87-6400	INSURANCE	921.36	921.36	500.00	(421.36)	184.3
510-87-6503	DUES & SUBSCRIPTIONS	.00	.00	8,000.00	8,000.00	.0
510-87-6710	ADMIN OVERHEAD-GF	7,715.08	7,715.08	20,111.00	12,395.92	38.4
510-87-6892	CAPTIAL EQUIPMENT	.00	.00	190,000.00	190,000.00	.0
510-87-9692	TERRAMAC RT9-T4 MAROOKA	753.00	753.00	30,371.00	29,618.00	2.5
	TOTAL SEWER LAGOON	66,295.96	66,295.96	420,650.00	354,354.04	15.8
	TOTAL FUND EXPENDITURES	4,626,517.32	4,626,517.32	10,180,100.00	5,553,582.68	45.5
	NET REVENUE OVER EXPENDITURES	(829,548.06)	(829,548.06)	(1,592,396.00)	(762,847.94)	(52.1)

MUNICIPAL DOCK

	ASSETS			
520-10100	CASH IN COMBINED FUND		6,304,270.26	
520-11000	CASH IN TILL - PORT		50.00	
520-11211	TVI-SEAWALL MAINT ACCT		280,700.39	
520-11260	INVESTMENT-AMLIP SMALL BOAT HA		151,884.10	
520-11270	INVESTMENT-AMLIP SEWALL MAINT		15,137.83	
520-11280	INVESTMENT-AMLIP DOCK DEF MNT		427,602.09	
520-12000	ACCOUNTS RECEIVABLE		683,995.57	
520-12900	ALLOWANCE FOR DOUBTFUL ACCTS		(10,064.15)	
520-13200	INVENTORY-HEATING FUEL		2,270.58	
520-15100	LAND		1,235,999.66	
520-15110	SEAWALL LAND NON-DEPREC		1,001,356.00	
520-15200	CONSTRUCTION IN PROGRESS		42,200.00	
520-15300	IMPROVEMENTS		40,447,486.61	
520-15400	BUILDINGS		1,636,106.30	
520-15500	MACHINERY AND EQUIPMENT		974,626.52	
520-15700	VEHICLES		600,498.75	
520-15800	SEAWALL DEPRECIABLE		22,716,644.00	
520-16300	ACCUM DEPR-IMPROVEMENTS		(7,662,557.47)	
520-16400	ACCUM DEPR - BUILDINGS		(301,043.65)	
520-16500	ACCUM DEPR-MACHIN./EQUIP.		(728,358.12)	
520-16700	ACCUM DEPR - VEHICLES		(214,907.46)	
520-16800	ACCUM DEP-SEAWALL		(9,995,323.36)	
520-19000	DEFERRED OUTFLOW-PENSION		29,006.34	
520-19001	OPEB DEFERRED OUTFLOW		16,631.40	
520-19002	OPEB ASSET		144,661.24	
	TOTAL ASSETS			57,798,873.43
	LIABILITIES AND EQUITY			
	LIABILITIES			
520-20100	VOUCHERS PAYABLE		1,518.71	
520-20800	SALES TAX PAYABLE		58,633.27	
520-21000	ACCRUED PAYROLL		10,783.94	
520-22100	ACCRUED VACATION		24,653.53	
520-25000	PENSION LIABILITY		245,809.73	
520-25100	OPEB LIABILITY		671.61	
	TOTAL LIABILITIES			342,070.79
	FUND EQUITY			
520-27100	DEFERRED INFLOW-PENSION		135,256.29	
520-27101	OPEB DEFERRED INFLOW		20,594.87	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	669,583.58		
	BALANCE - CURRENT DATE		669,583.58	
	TOTAL FUND EQUITY			825,434.74

MUNICIPAL DOCK

TOTAL LIABILITIES AND EQUITY	1,167,505.53

MUNICIPAL DOCK

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
520-43-4402	CITY DOCK-STORAGE	25,946.02	25,946.02	90,000.00	64,053.98	28.8
520-43-4403	CITY DOCK-PERMITS	.00	.00	3,000.00	3,000.00	.0
520-43-4404	CITY DOCK-WHARFAGE	86,727.85	86,727.85	140,000.00	53,272.15	62.0
520-43-4405	CITY DOCK-DOCKAGE	19,362.75	19,362.75	25,000.00	5,637.25	77.5
520-43-4408	SLOUGH BERTH-DOCKAGE	.00	.00	2,000.00	2,000.00	.0
520-43-4409	SBH PETRO PORT-FUEL THRU-PUT	300,593.32	300,593.32	250,000.00	(50,593.32)	120.2
520-43-4410	PETRO YARD - STORAGE	17,768.80	17,768.80	2,000.00	(15,768.80)	888.4
520-43-4412	PETRO PORT-FUEL THRU-PUT	601,186.64	601,186.64	500,000.00	(101,186.64)	120.2
520-43-4413	PETRO PORT-DOCKAGE	27,807.48	27,807.48	20,000.00	(7,807.48)	139.0
520-43-4415	SEAWALL MOORAGE	.00	.00	30,000.00	30,000.00	.0
520-43-4416	SEAWALL DOCKAGE	24,028.75	24,028.75	30,000.00	5,971.25	80.1
520-43-4418	BEACH-STORAGE	27,952.62	27,952.62	35,000.00	7,047.38	79.9
520-43-4419	BEACH-WHARFAGE	78,425.51	78,425.51	100,000.00	21,574.49	78.4
520-43-4420	BEACH-DOCKAGE	33,605.20	33,605.20	35,000.00	1,394.80	96.0
520-43-4422	BOAT HARBOR-MOORAGE	3,101.91	3,101.91	15,000.00	11,898.09	20.7
	TOTAL CHARGES FOR SERVICES	1,246,506.85	1,246,506.85	1,277,000.00	30,493.15	97.6
	LEASE REVENUE					
520-44-4440	LEASE REVENUE	.00	.00	30,552.00	30,552.00	.0
	TOTAL LEASE REVENUE	.00	.00	30,552.00	30,552.00	.0
	MISCELLANEOUS					
520-45-4388	EXTRA WATER CALLS	32,549.70	32,549.70	25,000.00	(7,549.70)	130.2
520-45-4424	SMALL BOAT HARBOR STORAGE	1,375.00	1,375.00	3,500.00	2,125.00	39.3
520-45-4535	SMALL BOAT HARBOR PERMITS	3,320.00	3,320.00	20,000.00	16,680.00	16.6
520-45-4559	PERMITS/LICENSES/FEES	.00	.00	2,000.00	2,000.00	.0
	TOTAL MISCELLANEOUS	37,244.70	37,244.70	50,500.00	13,255.30	73.8
	MISCELLANEOUS					
520-49-4439	MISCELLANEOUS REVENUE	(6,467.76)	(6,467.76)	2,000.00	8,467.76	(323.4)
520-49-4590	INVESTMENT INCOME	14,087.43	14,087.43	20,000.00	5,912.57	70.4
520-49-4591	INVESTMENT INCOME-SEAWALL ACCT	.00	.00	20,000.00	20,000.00	.0
	TOTAL MISCELLANEOUS	7,619.67	7,619.67	42,000.00	34,380.33	18.1
	TOTAL FUND REVENUE	1,291,371.22	1,291,371.22	1,400,052.00	108,680.78	92.2

MUNICIPAL DOCK

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DOCK EXPENDITURES					
520-50-6000	SALARIES	82,363.41	82,363.41	206,186.00	123,822.59	40.0
520-50-6010	OVERTIME	2,671.56	2,671.56	5,000.00	2,328.44	53.4
520-50-6022	HOLIDAY PAY	.00	.00	2,300.00	2,300.00	.0
520-50-6023	LEAVE CASHOUT	2,422.89	2,422.89	10,058.00	7,635.11	24.1
520-50-6030	SOCIAL SECURITY EXPENSE	.00	.00	1,277.00	1,277.00	.0
520-50-6031	PAYABLE MEDICARE FICA	1,316.81	1,316.81	3,062.00	1,745.19	43.0
520-50-6032	UNEMPLOYMENT	164.41	164.41	3,759.00	3,594.59	4.4
520-50-6033	WORKERS' COMPENSATION	665.90	665.90	5,456.00	4,790.10	12.2
520-50-6034	PERS	18,707.67	18,707.67	44,255.00	25,547.33	42.3
520-50-6040	EMPLOYEE GROUP BENEFITS	27,835.43	27,835.43	45,602.00	17,766.57	61.0
520-50-6041	UTILITY BENEFIT	4,317.80	4,317.80	11,491.00	7,173.20	37.6
520-50-6060	TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
520-50-6100	SUPPLIES	306.81	306.81	8,000.00	7,693.19	3.8
520-50-6103	WEARING APPAREL	479.88	479.88	5,000.00	4,520.12	9.6
520-50-6121	MUNICIPAL DOCK GRAVEL	.00	.00	130,000.00	130,000.00	.0
520-50-6150	GASOLINE/DIESEL/OIL	2,163.65	2,163.65	15,000.00	12,836.35	14.4
520-50-6153	HEATING FUEL	2,643.59	2,643.59	5,000.00	2,356.41	52.9
520-50-6155	WATER/SEWER/GARBAGE	16,461.97	16,461.97	13,500.00	(2,961.97)	121.9
520-50-6156	WATER FOR BARGES	.00	.00	12,000.00	12,000.00	.0
520-50-6160	ELECTRICITY	1,284.83	1,284.83	18,900.00	17,615.17	6.8
520-50-6170	TELEPHONE	770.14	770.14	2,250.00	1,479.86	34.2
520-50-6171	STAFF CELLULAR PHONES	800.16	800.16	2,400.00	1,599.84	33.3
520-50-6200	MINOR EQUIPMENT	10.00	10.00	30,000.00	29,990.00	.0
520-50-6230	VEHICLE MAINT/REPAIR	1,151.58	1,151.58	3,544.00	2,392.42	32.5
520-50-6231	VEHICLE PARTS & TOOLS	1,031.06	1,031.06	20,000.00	18,968.94	5.2
520-50-6241	MUNICIPAL DOCK MAINT.	.00	.00	50,000.00	50,000.00	.0
520-50-6242	MAINT-SEAWALL	752.40	752.40	396,335.00	395,582.60	.2
520-50-6244	ICR-PROPERTY MAINTENANCE 5%	13,100.51	13,100.51	29,909.00	16,808.49	43.8
520-50-6320	OTHER PROFESSIONAL FEES	1,008.58	1,008.58	20,000.00	18,991.42	5.0
520-50-6321	LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
520-50-6324	PLANNING/ENGINEERING FEES	.00	.00	10,000.00	10,000.00	.0
520-50-6339	OTHER PURCHASED SERVICES	23,928.75	23,928.75	30,000.00	6,071.25	79.8
520-50-6400	INSURANCE	7,525.51	7,525.51	15,000.00	7,474.49	50.2
520-50-6502	ADVERTISING	.00	.00	1,000.00	1,000.00	.0
520-50-6503	DUES & SUBSCRIPTIONS	602.64	602.64	2,000.00	1,397.36	30.1
520-50-6531	BANK CHARGES	425.37	425.37	3,000.00	2,574.63	14.2
520-50-6539	MISCELLANEOUS EXPENSES	72.13	72.13	900.00	827.87	8.0
520-50-6710	ADMIN OVERHEAD-GF	24,423.88	24,423.88	63,667.00	39,243.12	38.4
520-50-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
520-50-6890	CAPITAL EXPENDITURES	250,399.36	250,399.36	150,309.00	(100,090.36)	166.6
520-50-6891	SEAWALL DESIGN AND REPAIR	38,130.50	38,130.50	.00	(38,130.50)	.0
	TOTAL DOCK EXPENDITURES	542,101.43	542,101.43	1,419,278.00	877,176.57	38.2

MUNICIPAL DOCK

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 55					
520-55-6000	SALARIES	37,082.44	37,082.44	114,901.00	77,818.56	32.3
520-55-6010	OVERTIME	1,304.17	1,304.17	1,500.00	195.83	86.9
520-55-6023	LEAVE CASHOUT	269.21	269.21	2,794.00	2,524.79	9.6
520-55-6030	SOCIAL SECURITY EXPENSE	1,392.65	1,392.65	5,248.00	3,855.35	26.5
520-55-6031	PAYABLE MEDICARE FICA	563.25	563.25	1,688.00	1,124.75	33.4
520-55-6032	UNEMPLOYMENT	30.89	30.89	341.00	310.11	9.1
520-55-6033	WORKERS' COMPENSATION	653.25	653.25	3,007.00	2,353.75	21.7
520-55-6034	PERS	3,503.44	3,503.44	25,608.00	22,104.56	13.7
520-55-6040	EMPLOYEE GROUP BENEFITS	1,834.87	1,834.87	8,686.00	6,851.13	21.1
520-55-6041	UTILITY BENEFIT	917.86	917.86	2,189.00	1,271.14	41.9
520-55-6100	SUPPLIES	1,785.33	1,785.33	3,000.00	1,214.67	59.5
520-55-6103	WEARING APPAREL	901.68	901.68	3,000.00	2,098.32	30.1
520-55-6132	SMALL BOAT HARBOR GRAVEL	.00	.00	30,000.00	30,000.00	.0
520-55-6150	GASOLINE/DIESEL/OIL	9,143.44	9,143.44	8,000.00	(1,143.44)	114.3
520-55-6155	WATER/SEWER/GARBAGE	289.02	289.02	7,100.00	6,810.98	4.1
520-55-6160	ELECTRICITY	.00	.00	2,000.00	2,000.00	.0
520-55-6200	MINOR EQUIPMENT	3,789.90	3,789.90	4,000.00	210.10	94.8
520-55-6241	SMALL BOAT HARBOR MAINTENANCE	1,717.81	1,717.81	6,000.00	4,282.19	28.6
520-55-6400	INSURANCE	2,023.35	2,023.35	5,470.00	3,446.65	37.0
520-55-6539	MISCELLANEOUS EXPENSES	507.00	507.00	1,000.00	493.00	50.7
520-55-6710	ADMIN OVERHEAD-GF	11,976.65	11,976.65	31,220.00	19,243.35	38.4
520-55-6890	CAP EXP SBH	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL DEPARTMENT 55	79,686.21	79,686.21	1,266,752.00	1,187,065.79	6.3
	TOTAL FUND EXPENDITURES	621,787.64	621,787.64	2,686,030.00	2,064,242.36	23.2
	NET REVENUE OVER EXPENDITURES	669,583.58	669,583.58	(1,285,978.00)	(1,955,561.58)	52.1

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

LEASED PROPERTIES

	ASSETS			
530-10100	CASH IN COMBINED FUND		1,390,903.33	
530-11230	INVESTMENT - BOND RESERVE		250,902.15	
530-12000	ACCOUNTS RECEIVABLE		(17,209.30)	
530-12001	LEASE RECEIVABLE		3,251,696.44	
530-12900	ALLOWANCE FOR DOUBTFUL ACCTS		(4,575.00)	
530-13200	FUEL INVENTORY		11,851.34	
530-15100	LAND		43,000.00	
530-15200	CONSTRUCTION IN PROGRESS		912,046.01	
530-15400	BUILDINGS		9,821,803.52	
530-15500	MACHINERY & IMPROVEMENTS		54,525.00	
530-16400	ACCUM DEPR - BUILDINGS		(7,000,298.01)	
530-16500	ACCUM DEPR-MACH & IMPROV.		(43,802.40)	
	TOTAL ASSETS			8,670,843.08
	LIABILITIES AND EQUITY			
	LIABILITIES			
530-20100	VOUCHERS PAYABLE		54.23	
530-24400	ACCRUED INTEREST PAYABLE		4,645.83	
530-25000	LEASE REVENUE BONDS PAYABLE		700,000.00	
530-25100	LEASE REVENUE BOND PREMIUM		70,796.73	
530-25900	DUE TO/FROM OTHER FUNDS		928,960.23	
	TOTAL LIABILITIES			1,704,457.02
	FUND EQUITY			
530-26300	UNEARNED REVENUE		379,798.58	
530-27001	DEFERRED INFLOW- LEASES		3,184,012.12	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	165,253.95		
	BALANCE - CURRENT DATE		165,253.95	
	TOTAL FUND EQUITY			3,729,064.65
	TOTAL LIABILITIES AND EQUITY			5,433,521.67

LEASED PROPERTIES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LEASE INCOME					
530-44-4444	LEASE-COURT SYSTEM	271,284.70	271,284.70	613,620.00	342,335.30	44.2
530-44-4447	LEASE:DEPT OF LAW	81,672.90	81,672.90	163,346.00	81,673.10	50.0
530-44-4451	LEASE-BETHEL SPORTSMANS CLUB	.00	.00	1.00	1.00	.0
530-44-4452	LEASE-FW TOWER RD LND ASPHALT	.00	.00	12,600.00	12,600.00	.0
530-44-4453	YKHC - WAREHOUSE	2,820.00	2,820.00	4,200.00	1,380.00	67.1
530-44-4455	DMV LEASE 300 CEHHWY	6,210.00	6,210.00	12,360.00	6,150.00	50.2
530-44-4456	LEASE-LIONS CLUB	.00	.00	1.00	1.00	.0
530-44-4457	LEASE LAND BNC 031489 AGR	.00	.00	100.00	100.00	.0
530-44-4459	LAND LEASE-BETHEL GROUP HOME	.00	.00	3,600.00	3,600.00	.0
530-44-4461	LEASE LAND AVCP HEARSTART	.00	.00	2,700.00	2,700.00	.0
530-44-4463	LEASE LAND SWANSONS/BTP	11,280.00	11,280.00	21,120.00	9,840.00	53.4
530-44-4467	LEASE LAND EUNKANG CHURCH	1,650.00	1,650.00	1,800.00	150.00	91.7
530-44-4470	LEASE LAND GCI	6,126.00	6,126.00	12,252.00	6,126.00	50.0
530-44-4474	LEASE:SOA DOT&PUBFAL(560 4TH)	4,800.00	4,800.00	9,600.00	4,800.00	50.0
530-44-9455	YKHC RENTED BLDING 378 FIFTH	9,888.00	9,888.00	19,200.00	9,312.00	51.5
	TOTAL LEASE INCOME	395,731.60	395,731.60	876,500.00	480,768.40	45.2
	MISCELLANEOUS					
530-49-4590	INVESTMENT INCOME	5,233.68	5,233.68	7,500.00	2,266.32	69.8
	TOTAL MISCELLANEOUS	5,233.68	5,233.68	7,500.00	2,266.32	69.8
	TOTAL FUND REVENUE	400,965.28	400,965.28	884,000.00	483,034.72	45.4

LEASED PROPERTIES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEASED PROP-COURT COMPLEX					
530-55-6153	HEATING FUEL-COURTCOMPLEX	26,575.11	26,575.11	61,598.00	35,022.89	43.1
530-55-6155	WATER/SEWER/GARB-COURTCOM	7,555.61	7,555.61	23,240.00	15,684.39	32.5
530-55-6160	ELECTRICITY-COURT COMPLEX	39,137.26	39,137.26	97,570.00	58,432.74	40.1
530-55-6170	TELEPHONE	252.26	252.26	800.00	547.74	31.5
530-55-6240	PROPERTY MT-COURT COMPLEX	12,999.94	12,999.94	25,000.00	12,000.06	52.0
530-55-6241	ICR-PROPERTY MAINTENANCE-15%	65,502.55	65,502.55	149,546.00	84,043.45	43.8
530-55-6333	JANITORIAL-COURT COMPLEX	44,700.00	44,700.00	89,500.00	44,800.00	49.9
530-55-6339	OTHER PURCHASED SERVICES	.00	.00	2,500.00	2,500.00	.0
530-55-6400	INSURANCE	16,238.60	16,238.60	43,900.00	27,661.40	37.0
530-55-6420	COURTHOUSE LOAN INTEREST	22,750.00	22,750.00	.00	(22,750.00)	.0
530-55-6421	BOND INTEREST EXPENSE	.00	.00	22,750.00	22,750.00	.0
530-55-9694	GENERATOR REPAIR	.00	.00	180,000.00	180,000.00	.0
	TOTAL LEASED PROP-COURT COMPLEX	235,711.33	235,711.33	696,404.00	460,692.67	33.9
	TOTAL FUND EXPENDITURES	235,711.33	235,711.33	696,404.00	460,692.67	33.9
	NET REVENUE OVER EXPENDITURES	165,253.95	165,253.95	187,596.00	22,342.05	88.1

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

EMPLOYEE GROUP HEALTH BEN.

	ASSETS		
540-10100	CASH IN COMBINED FUND	(784,431.14)	
	TOTAL ASSETS		(784,431.14)

BETHEL PUBLIC TRANSIT SYSTEM

	ASSETS			
560-10100	CASH IN COMBINED FUND		(557,109.23)	
560-13200	INVENTORY-HEATING FUEL		8,307.02	
560-15200	CONSTRUCTION IN PROGRESS		25,421.60	
560-15300	IMPROVEMENTS		98,025.00	
560-15500	MACHINERY & EQUIP-GENERAL		48,338.55	
560-15700	VEHICLES-GENERAL		301,783.43	
560-16300	ACCUM DEPR- IMPROVEMENTS		(67,946.09)	
560-16500	ACCUM DEP-M&E GENERAL		(48,338.55)	
560-16700	ACCUM DEPR - VEHICLES		(280,891.82)	
560-19000	DEFERRED OUTFLOW-PENSION		16,259.63	
560-19001	OPEB DEFERRED OUTFLOW		8,503.85	
560-19002	OPEB ASSET		60,782.92	
	TOTAL ASSETS			(386,863.69)
	LIABILITIES AND EQUITY			
	LIABILITIES			
560-20100	VOUCHERS PAYABLE		2,853.89	
560-20110	COVID-19 TAXI COUPONS		325.00	
560-21000	ACCRUED PAYROLL		5,351.32	
560-22100	ACCRUED VACATION		7,833.72	
560-25000	PENSION LIABILITY		130,347.33	
560-25100	OPEB LIABILITY		343.40	
	TOTAL LIABILITIES			147,054.66
	FUND EQUITY			
560-27100	DEFERRED INFLOW-PENSION		54,217.39	
560-27101	OPEB DEFERRED INFLOW		10,530.43	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(410,682.64)		
	BALANCE - CURRENT DATE		(410,682.64)	
	TOTAL FUND EQUITY			(345,934.82)
	TOTAL LIABILITIES AND EQUITY			(198,880.16)

BETHEL PUBLIC TRANSIT SYSTEM

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LOCAL SOURCES					
560-40-4600	CASH TRANSFER GF	.00	.00	166,766.00	166,766.00	.0
	TOTAL LOCAL SOURCES	.00	.00	166,766.00	166,766.00	.0
	FEDERAL SOURCES					
560-41-4101	REV-FEDERAL TRANSIT 5311	186,599.25	186,599.25	257,443.00	70,843.75	72.5
	TOTAL FEDERAL SOURCES	186,599.25	186,599.25	257,443.00	70,843.75	72.5
	CHARGES FOR SERVICES					
560-43-4370	BUS FARES	8,039.00	8,039.00	40,000.00	31,961.00	20.1
560-43-4371	BUS FARES-PREPAID	4,600.00	4,600.00	.00	(4,600.00)	.0
	TOTAL CHARGES FOR SERVICES	12,639.00	12,639.00	40,000.00	27,361.00	31.6
	TOTAL FUND REVENUE	199,238.25	199,238.25	464,209.00	264,970.75	42.9

BETHEL PUBLIC TRANSIT SYSTEM

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSIT SYSTEM SECTION 5311					
560-50-6000	SALARIES	69,650.15	69,650.15	141,622.00	71,971.85	49.2
560-50-6010	OVERTIME	9,941.51	9,941.51	.00	(9,941.51)	.0
560-50-6022	HOLIDAY PAY	.00	.00	800.00	800.00	.0
560-50-6023	LEAVE CASHOUT	4,558.48	4,558.48	6,939.00	2,380.52	65.7
560-50-6031	PAYABLE MEDICARE FICA	1,249.36	1,249.36	2,054.00	804.64	60.8
560-50-6032	UNEMPLOYMENT	149.19	149.19	2,521.00	2,371.81	5.9
560-50-6033	WORKERS' COMPENSATION	1,189.60	1,189.60	3,659.00	2,469.40	32.5
560-50-6034	PERS	15,585.30	15,585.30	31,157.00	15,571.70	50.0
560-50-6040	EMPLOYEE GROUP BENEFITS	28,931.00	28,931.00	45,240.00	16,309.00	64.0
560-50-6041	UTILITY BENEFIT	2,816.18	2,816.18	11,400.00	8,583.82	24.7
560-50-6060	TRAVEL/TRAINING	(1,234.36)	(1,234.36)	2,000.00	3,234.36	(61.7)
560-50-6100	SUPPLIES	3,904.65	3,904.65	2,000.00	(1,904.65)	195.2
560-50-6150	GASOLINE/DIESEL/OIL	9,933.69	9,933.69	32,000.00	22,066.31	31.0
560-50-6153	HEATING FUEL	4,489.79	4,489.79	22,000.00	17,510.21	20.4
560-50-6155	WTR/SWR/GRB	1,735.78	1,735.78	4,200.00	2,464.22	41.3
560-50-6160	ELECTRICITY	1,789.46	1,789.46	11,100.00	9,310.54	16.1
560-50-6170	TELEPHONE	6.68	6.68	700.00	693.32	1.0
560-50-6171	STAFF CELLULAR PHONES	299.04	299.04	.00	(299.04)	.0
560-50-6230	VEHICLE MAINT/REPAIR	9,355.76	9,355.76	28,792.00	19,436.24	32.5
560-50-6231	VEHICLE PARTS & TOOLS	1,322.39	1,322.39	20,000.00	18,677.61	6.6
560-50-6232	TIRES & WHEELS	.00	.00	3,000.00	3,000.00	.0
560-50-6400	INSURANCE	5,137.55	5,137.55	13,889.00	8,751.45	37.0
560-50-6503	DUES & SUBSCRIPTIONS	.00	.00	300.00	300.00	.0
560-50-6539	MISCELLANEOUS EXPENSES	10.00	10.00	1,500.00	1,490.00	.7
560-50-6710	ADMIN OVERHEAD-GF	17,708.64	17,708.64	46,162.00	28,453.36	38.4
560-50-6711	ADMIN OVERHEAD-IT SVCS	14,162.25	14,162.25	33,118.00	18,955.75	42.8
560-50-6890	CAPITAL EXPENDITURES	407,228.80	407,228.80	213,392.00	(193,836.80)	190.8
	TOTAL TRANSIT SYSTEM SECTION 5311	609,920.89	609,920.89	679,545.00	69,624.11	89.8
	TOTAL FUND EXPENDITURES	609,920.89	609,920.89	679,545.00	69,624.11	89.8
	NET REVENUE OVER EXPENDITURES	(410,682.64)	(410,682.64)	(215,336.00)	195,346.64	(190.7)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

VEHICLES & EQUIP MAINTENANCE

	ASSETS			
570-10100	CASH IN COMBINED FUND		(466,814.40)	
570-13700	INVENTORY-PARTS,OIL,EQUIPMENT		170,728.25	
570-15500	MACHINERY & EQUIP-GENERAL		284,252.82	
570-15700	VEHICLES-GENERAL		59,270.38	
570-16500	ACCUM DEP-M&E GENERAL		(140,157.95)	
570-16700	ACCUM DEPR - VEHICLES		(36,954.93)	
	TOTAL ASSETS			(129,675.83)
	LIABILITIES AND EQUITY			
	LIABILITIES			
570-20100	VOUCHERS PAYABLE		(150.66)	
570-21000	ACCRUED PAYROLL		8,523.71	
570-22100	ACCRUED VACATION		16,686.52	
570-22200	ACCRUED SICK LEAVE		1,597.80	
	TOTAL LIABILITIES			26,657.37
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	13,566.46		
	BALANCE - CURRENT DATE		13,566.46	
	TOTAL FUND EQUITY			13,566.46
	TOTAL LIABILITIES AND EQUITY			40,223.83

VEHICLES & EQUIP MAINTENANCE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
570-43-4651	FROM GF-ADMIN	361.00	361.00	1,111.00	750.00	32.5
570-43-4653	FROM GF-FINANCE	719.74	719.74	2,215.00	1,495.26	32.5
570-43-4654	FROM GF-PLANNING	539.72	539.72	1,661.00	1,121.28	32.5
570-43-4655	FROM GF-FIRE	6,477.04	6,477.04	19,933.00	13,455.96	32.5
570-43-4656	FROM GF-POLICE	7,412.56	7,412.56	22,812.00	15,399.44	32.5
570-43-4657	FROM GF-PW ADMIN	1,547.36	1,547.36	4,762.00	3,214.64	32.5
570-43-4658	FROM GF-STREETS/ROADS	53,975.67	53,975.67	166,109.00	112,133.33	32.5
570-43-4661	FROM GF-PROPERTY MAINT.	2,231.06	2,231.06	6,866.00	4,634.94	32.5
570-43-4664	FROM GF-PIPED SEWER	1,295.56	1,295.56	3,987.00	2,691.44	32.5
570-43-4665	FROM GEN FUND-IT SVCS	1,079.45	1,079.45	3,322.00	2,242.55	32.5
570-43-4671	FROM EF-PORT	1,151.58	1,151.58	3,544.00	2,392.42	32.5
570-43-4672	FROM EF-HAULED WATER	107,843.45	107,843.45	331,886.00	224,042.55	32.5
570-43-4673	FROM EF-HAULED SEWER	106,152.15	106,152.15	326,681.00	220,528.85	32.5
570-43-4674	FROM EF-PIPED WATER	1,043.38	1,043.38	3,211.00	2,167.62	32.5
570-43-4676	FROM EF-HAULED REFUSE	25,908.23	25,908.23	79,732.00	53,823.77	32.5
570-43-4677	FROM EF-LANDFILL OPERATIONS	28,787.20	28,787.20	88,592.00	59,804.80	32.5
570-43-4678	FROM EF-BETHEL HGT WATER TRMT	1,061.58	1,061.58	3,267.00	2,205.42	32.5
570-43-4680	FROM EF-CITY SUB WATER TRMT	1,439.49	1,439.49	4,430.00	2,990.51	32.5
570-43-4684	FROM EF-BETHEL TRANSIT SYSTEM	9,355.76	9,355.76	28,792.00	19,436.24	32.5
570-43-4686	FROM EF- YKAHTC	.00	.00	1,104.00	1,104.00	.0
	TOTAL CHARGES FOR SERVICES	358,381.98	358,381.98	1,104,017.00	745,635.02	32.5
	TOTAL FUND REVENUE	358,381.98	358,381.98	1,104,017.00	745,635.02	32.5

VEHICLES & EQUIP MAINTENANCE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	VEHICLE & EQUIP MAINT					
570-50-6000	SALARIES	139,273.75	139,273.75	427,017.00	287,743.25	32.6
570-50-6010	OVERTIME	4,102.56	4,102.56	15,000.00	10,897.44	27.4
570-50-6023	LEAVE CASHOUT	484.58	484.58	22,101.00	21,616.42	2.2
570-50-6031	PAYABLE MEDICARE FICA	2,183.35	2,183.35	6,409.00	4,225.65	34.1
570-50-6032	UNEMPLOYMENT	275.34	275.34	7,868.00	7,592.66	3.5
570-50-6033	WORKERS' COMPENSATION	2,351.10	2,351.10	11,419.00	9,067.90	20.6
570-50-6034	PERS	29,201.96	29,201.96	97,244.00	68,042.04	30.0
570-50-6040	EMPLOYEE GROUP BENEFITS	31,740.92	31,740.92	128,482.00	96,741.08	24.7
570-50-6041	UTILITY BENEFIT	11,981.78	11,981.78	32,376.00	20,394.22	37.0
570-50-6060	TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
570-50-6100	SUPPLIES	1,794.26	1,794.26	10,000.00	8,205.74	17.9
570-50-6103	WEARING APPAREL	444.14	444.14	4,000.00	3,555.86	11.1
570-50-6150	GASOLINE/DIESEL/OIL	6,842.52	6,842.52	8,000.00	1,157.48	85.5
570-50-6153	HEATING FUEL	6,797.68	6,797.68	16,250.00	9,452.32	41.8
570-50-6155	WATER/SEWER/GARBAGE	2,101.45	2,101.45	6,492.00	4,390.55	32.4
570-50-6160	ELECTRICITY	7,444.77	7,444.77	15,875.00	8,430.23	46.9
570-50-6200	MINOR EQUIPMENT	2,703.70	2,703.70	25,000.00	22,296.30	10.8
570-50-6231	VEHICLE PARTS & TOOLS	3,147.94	3,147.94	8,000.00	4,852.06	39.4
570-50-6232	TIRES & WHEELS	.00	.00	2,000.00	2,000.00	.0
570-50-6339	OTHER PURCHASED SERVICES	52.59	52.59	15,000.00	14,947.41	.4
570-50-6400	INSURANCE	16,238.40	16,238.40	43,900.00	27,661.60	37.0
570-50-6503	DUES & SUBSCRIPTIONS	7,170.77	7,170.77	20,000.00	12,829.23	35.9
570-50-6539	MISCELLANEOUS EXPENSES	346.47	346.47	.00	(346.47)	.0
570-50-6710	ADMIN OVERHEAD-GF	53,973.32	53,973.32	138,467.00	84,493.68	39.0
570-50-6711	ADMIN OVERHEAD-IT SVCS	14,162.17	14,162.17	33,118.00	18,955.83	42.8
	TOTAL VEHICLE & EQUIP MAINT	344,815.52	344,815.52	1,104,018.00	759,202.48	31.2
	TOTAL FUND EXPENDITURES	344,815.52	344,815.52	1,104,018.00	759,202.48	31.2
	NET REVENUE OVER EXPENDITURES	13,566.46	13,566.46	(1.00)	(13,567.46)	13566

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

FLEET REPLACEMENT FUND

	ASSETS		
580-10100	CASH IN COMBINED FUND	1,999,240.35	
	TOTAL ASSETS		1,999,240.35

RASMUSON GRANT

ASSETS

600-10100	CASH IN COMBINED FUND	4,430.32	
	TOTAL ASSETS		4,430.32

RVCR GRANT

	ASSETS			
603-10100	CASH IN COMBINED FUND		(13,058.74)	
	TOTAL ASSETS			(13,058.74)
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(809.81)		
	BALANCE - CURRENT DATE		(809.81)	
	TOTAL FUND EQUITY			(809.81)
	TOTAL LIABILITIES AND EQUITY			(809.81)

RVCR GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RURAL VIOLENT CRIMES REDUCTION					
603-61-6060	TRAVEL/TRAINING	600.46	600.46	.00	(600.46)	.0
603-61-6100	SUPPLIES	209.35	209.35	.00	(209.35)	.0
	TOTAL RURAL VIOLENT CRIMES REDUCTION	809.81	809.81	.00	(809.81)	.0
	TOTAL FUND EXPENDITURES	809.81	809.81	.00	(809.81)	.0
	NET REVENUE OVER EXPENDITURES	(809.81)	(809.81)	.00	809.81	.0

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

GRANTS UNDER $15,000

	ASSETS		
605-10100	CASH IN COMBINED FUND	(16,121.36)	
	TOTAL ASSETS		(16,121.36)

LONG-TERM DEBT

LIABILITIES AND EQUITY

FUND EQUITY

610-26100	LONG TERM DEBT-FIRE TRUCK	576,262.28	
610-26110	LONG TERM DEBT- MACK TRUCK	66,255.21	
	TOTAL FUND EQUITY		642,517.49
	TOTAL LIABILITIES AND EQUITY		642,517.49

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

COPS

ASSETS

625-10100	CASH IN COMBINED FUND	(199,074.00)	
625-12000	ACCOUNTS RECEIVABLE	41,666.67	
	TOTAL ASSETS		(157,407.33)

LAGOON UPGRADES DESIGN SERV

ASSETS

630-10100	CASH IN COMBINED FUND	(163,867.62)	
630-12000	ACCOUNTS RECEIVABLE	296,413.20	
	TOTAL ASSETS		132,545.58

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

FUND 631

	ASSETS			
631-10100	CASH IN COMBINED FUND		(163,294.41)	
	TOTAL ASSETS			(163,294.41)
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(31,032.68)		
	BALANCE - CURRENT DATE		(31,032.68)	
	TOTAL FUND EQUITY			(31,032.68)
	TOTAL LIABILITIES AND EQUITY			(31,032.68)

FUND 631

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
631-42-4100	VSW W/S IMPROVE BETHEL HEIGHTS	141,195.80	141,195.80	.00	(141,195.80)	.0
	TOTAL SOURCE 42	141,195.80	141,195.80	.00	(141,195.80)	.0
	TOTAL FUND REVENUE	141,195.80	141,195.80	.00	(141,195.80)	.0

FUND 631

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	VSW W/S IMPROV BETHEL HEIGHTS					
631-50-6324	PLANNING/ENGINEERING FEES	172,228.48	172,228.48	.00	(172,228.48)	.0
	TOTAL VSW W/S IMPROV BETHEL HEIGHTS	172,228.48	172,228.48	.00	(172,228.48)	.0
	TOTAL FUND EXPENDITURES	172,228.48	172,228.48	.00	(172,228.48)	.0
	NET REVENUE OVER EXPENDITURES	(31,032.68)	(31,032.68)	.00	31,032.68	.0

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

TRANSIT HEATING UPGRADES & BUS

	ASSETS			
650-10100	CASH IN COMBINED FUND		(385,042.17)	
	TOTAL ASSETS			(385,042.17)
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(390,633.42)		
	BALANCE - CURRENT DATE		(390,633.42)	
	TOTAL FUND EQUITY			(390,633.42)
	TOTAL LIABILITIES AND EQUITY			(390,633.42)

TRANSIT HEATING UPGRADES & BUS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
650-51-6320	OTHER PROFESSIONAL FEES	12,420.00	12,420.00	.00	(12,420.00)	.0
650-51-6891	VEHICLE BUSES	378,213.42	378,213.42	.00	(378,213.42)	.0
	TOTAL DEPARTMENT 51	390,633.42	390,633.42	.00	(390,633.42)	.0
	TOTAL FUND EXPENDITURES	390,633.42	390,633.42	.00	(390,633.42)	.0
	NET REVENUE OVER EXPENDITURES	(390,633.42)	(390,633.42)	.00	390,633.42	.0

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

COVID-19 CARES ACT FUND

	ASSETS			
660-10100	CASH IN COMBINED FUND		73,824.38	
	TOTAL ASSETS			73,824.38
	LIABILITIES AND EQUITY			
	LIABILITIES			
660-20100	VOUCHERS PAYABLE		143,557.79	
660-20110	OTHER PAYABLE		30,000.00	
	TOTAL LIABILITIES			173,557.79
	FUND EQUITY			
660-26000	DEFERRED REVENUE		1,130,011.20	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(325,802.11)		
	BALANCE - CURRENT DATE		(325,802.11)	
	TOTAL FUND EQUITY			804,209.09
	TOTAL LIABILITIES AND EQUITY			977,766.88

COVID-19 CARES ACT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
660-42-4200	HEC COVID GRANT	141,668.12	141,668.12	.00	(141,668.12)	.0
660-42-4220	COMMUNITY FUNDING	3,131.88	3,131.88	.00	(3,131.88)	.0
	TOTAL SOURCE 42	144,800.00	144,800.00	.00	(144,800.00)	.0
	TOTAL FUND REVENUE	144,800.00	144,800.00	.00	(144,800.00)	.0

COVID-19 CARES ACT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CARES ACT COVID-19 GRANT					
660-50-6320	OTHER PROFESSIONAL FEES	3,480.00	3,480.00	.00	(3,480.00)	.0
	TOTAL CARES ACT COVID-19 GRANT	3,480.00	3,480.00	.00	(3,480.00)	.0
	AMERICAN RESCUE PLAN ACT					
660-70-6891	CAP EXP - CHMICAL BUILDING	311,560.56	311,560.56	1,500,000.00	1,188,439.44	20.8
660-70-6892	CAP EXP ARPA	155,561.55	155,561.55	.00	(155,561.55)	.0
	TOTAL AMERICAN RESCUE PLAN ACT	467,122.11	467,122.11	1,500,000.00	1,032,877.89	31.1
	TOTAL FUND EXPENDITURES	470,602.11	470,602.11	1,500,000.00	1,029,397.89	31.4
	NET REVENUE OVER EXPENDITURES	(325,802.11)	(325,802.11)	(1,500,000.00)	(1,174,197.89)	(21.7)

THE AK COMMUNITY FOUNDATION

	ASSETS		
670-10100	CASH IN COMBINED FUND	15,000.00	
	TOTAL ASSETS		15,000.00

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

HOMELAND SECURITY PROGRAM

	ASSETS			
680-10100	CASH IN COMBINED FUND		(399,240.19)	
680-13200	ACCOUNTS RECEIVABLE		32,904.00	
	TOTAL ASSETS			(366,336.19)
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(180,800.00)		
	BALANCE - CURRENT DATE		(180,800.00)	
	TOTAL FUND EQUITY			(180,800.00)
	TOTAL LIABILITIES AND EQUITY			(180,800.00)

HOMELAND SECURITY PROGRAM

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	20SHSO-GY20					
680-50-6326	CONTRACTOR FEES	180,800.00	180,800.00	.00	(180,800.00)	.0
	TOTAL 20SHSO-GY20	180,800.00	180,800.00	.00	(180,800.00)	.0
	TOTAL FUND EXPENDITURES	180,800.00	180,800.00	.00	(180,800.00)	.0
	NET REVENUE OVER EXPENDITURES	(180,800.00)	(180,800.00)	.00	180,800.00	.0

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

GOVERNMENT-WIDE FIXED ASSETS

ASSETS

700-15100	LAND	39,481,783.50	
700-15200	CONSTRUCTION IN PROGRESS	359,503.78	
700-15300	IMPROVEMENTS	2,515,429.31	
700-15400	BUILDINGS	15,242,152.94	
700-15500	MACHINERY & EQUIPMENT	11,484,685.41	
700-15600	ROADS/INFRASTRUCTURE	9,913,935.68	
700-15700	VEHICLES-GENERAL	2,657,469.39	
700-16300	ACCUM DEPR- IMPROV	(1,085,637.61)	
700-16400	ACCUM DEPR - BUILDINGS	(7,882,952.23)	
700-16500	ACCUM DEPR- MACH EQUIP	(5,110,237.17)	
700-16600	ACCUM DEPR- INFRASTRUCTURE	(9,667,179.58)	
700-16700	ACCUM DEPR - VEHICLES	(2,186,188.01)	
	TOTAL ASSETS		55,722,765.41

LIABILITIES AND EQUITY

LIABILITIES

700-21000	INVEST FA-GENERAL FUND	69,175,881.15	
700-22000	INVEST FA-STATE GRANTS	10,868,419.73	
700-23000	INVEST FA-FEDERAL GRANTS	1,307,840.50	
700-24500	INVEST FA-LOCAL DONATION	5,000.00	
700-24700	INVEST FA-FLEET REP FUND	158,177.29	
700-25000	DONATION BY FED GOV'T	699,000.00	
	TOTAL LIABILITIES		82,214,318.67
	TOTAL LIABILITIES AND EQUITY		82,214,318.67

CARES ACTAK COMMUNITY TRANSIT

	ASSETS			
720-10100	CASH IN COMBINED FUND		(414,243.07)	
720-12000	ACCOUNTS RECEIVABLE		198,332.26	
	TOTAL ASSETS			(215,910.81)
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(1,065.90)		
	BALANCE - CURRENT DATE		(1,065.90)	
	TOTAL FUND EQUITY			(1,065.90)
	TOTAL LIABILITIES AND EQUITY			(1,065.90)

CARES ACTAK COMMUNITY TRANSIT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
720-50-6060	TRAVEL/TRAINING	164.00	164.00	.00	(164.00)	.0
720-50-6231	VEHICLE PARTS & TOOLS	901.90	901.90	.00	(901.90)	.0
	TOTAL DEPARTMENT 50	1,065.90	1,065.90	.00	(1,065.90)	.0
	TOTAL FUND EXPENDITURES	1,065.90	1,065.90	.00	(1,065.90)	.0
	NET REVENUE OVER EXPENDITURES	(1,065.90)	(1,065.90)	.00	1,065.90	.0

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

FUND 740

	ASSETS			
740-10100	CASH IN COMBINED FUND		(72,557.48)	
	TOTAL ASSETS			(72,557.48)
	LIABILITIES AND EQUITY			
	LIABILITIES			
740-21000	ACCRUED PAYROLL		1,822.72	
	TOTAL LIABILITIES			1,822.72
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(62,433.81)		
	BALANCE - CURRENT DATE		(62,433.81)	
	TOTAL FUND EQUITY			(62,433.81)
	TOTAL LIABILITIES AND EQUITY			(60,611.09)

FUND 740

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
740-50-6000	SALARIES	34,866.72	34,866.72	22,575.00	(12,291.72)	154.5
740-50-6010	OVERTIME	6,514.70	6,514.70	.00	(6,514.70)	.0
740-50-6023	LEAVE CASHOUT	.00	.00	1,355.00	1,355.00	.0
740-50-6031	PAYABLE MEDICARE FICA	590.46	590.46	327.00	(263.46)	180.6
740-50-6032	UNEMPLOYMENT	84.68	84.68	402.00	317.32	21.1
740-50-6033	WORKERS' COMPENSATION	107.80	107.80	583.00	475.20	18.5
740-50-6034	PERS	9,103.92	9,103.92	4,967.00	(4,136.92)	183.3
740-50-6040	EMPLOYEE GROUP BENEFITS	11,151.17	11,151.17	4,524.00	(6,627.17)	246.5
740-50-6041	UTILITY BENEFIT	14.36	14.36	1,140.00	1,125.64	1.3
	TOTAL DEPARTMENT 50	62,433.81	62,433.81	35,873.00	(26,560.81)	174.0
	TOTAL FUND EXPENDITURES	62,433.81	62,433.81	35,873.00	(26,560.81)	174.0
	NET REVENUE OVER EXPENDITURES	(62,433.81)	(62,433.81)	(35,873.00)	26,560.81	(174.0)

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

YK FITNESS CENTER DESIGN

	ASSETS			
780-10100	CASH IN COMBINED FUND		(261,479.77)	
	TOTAL ASSETS			(261,479.77)
	LIABILITIES AND EQUITY			
	LIABILITIES			
780-21000	ACCRUED PAYROLL		13.04	
	TOTAL LIABILITIES			13.04
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(329,698.05)		
	BALANCE - CURRENT DATE		(329,698.05)	
	TOTAL FUND EQUITY			(329,698.05)
	TOTAL LIABILITIES AND EQUITY			(329,685.01)

YK FITNESS CENTER DESIGN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
780-42-9415	YK FITNESS CENTER GYM	56,539.15	56,539.15	.00	(56,539.15)	.0
	TOTAL SOURCE 42	56,539.15	56,539.15	.00	(56,539.15)	.0
	TOTAL FUND REVENUE	56,539.15	56,539.15	.00	(56,539.15)	.0

YK FITNESS CENTER DESIGN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
780-50-6324	PLANNING/ENGINEERING FEES	386,237.20	386,237.20	.00	(386,237.20)	.0
	TOTAL DEPARTMENT 50	386,237.20	386,237.20	.00	(386,237.20)	.0
	TOTAL FUND EXPENDITURES	386,237.20	386,237.20	.00	(386,237.20)	.0
	NET REVENUE OVER EXPENDITURES	(329,698.05)	(329,698.05)	.00	329,698.05	.0

ASSET-DEFERRED COMP PLAN

	ASSETS		
800-12009	ASSETS-DEFERRED COMP PLAN	1,286,076.63	
	TOTAL ASSETS		1,286,076.63
	LIABILITIES AND EQUITY		
	LIABILITIES		
800-21000	OBLIGATION TO EMPLOYEES	1,286,076.63	
	TOTAL LIABILITIES		1,286,076.63
	TOTAL LIABILITIES AND EQUITY		1,286,076.63

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

FUND 830

	ASSETS			
830-10100	CASH ALLOCATION		(1,428.20)	
	TOTAL ASSETS			(1,428.20)
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(44.30)		
	BALANCE - CURRENT DATE		(44.30)	
	TOTAL FUND EQUITY			(44.30)
	TOTAL LIABILITIES AND EQUITY			(44.30)

FUND 830

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
830-42-4570	GRANT REVENUE	4,955.70	4,955.70	.00	(4,955.70)	.0
	TOTAL SOURCE 42	4,955.70	4,955.70	.00	(4,955.70)	.0
	TOTAL FUND REVENUE	4,955.70	4,955.70	.00	(4,955.70)	.0

FUND 830

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 51					
830-51-6200	MINOR EQUIPMENT	5,000.00	5,000.00	.00	(5,000.00)	.0
	TOTAL DEPARTMENT 51	5,000.00	5,000.00	.00	(5,000.00)	.0
	TOTAL FUND EXPENDITURES	5,000.00	5,000.00	.00	(5,000.00)	.0
	NET REVENUE OVER EXPENDITURES	(44.30)	(44.30)	.00	44.30	.0

CITY OF BETHEL
BALANCE SHEET
DECEMBER 31, 2024

BETHEL ENDOWMENT FUND

	ASSETS			
900-10100	CASH IN COMBINED FUND		1,452,117.61	
900-11290	INVESTMENT- AMLIP ENDOWMENT		496,346.22	
	TOTAL ASSETS			1,948,463.83
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	10,349.84		
	BALANCE - CURRENT DATE		10,349.84	
	TOTAL FUND EQUITY			10,349.84
	TOTAL LIABILITIES AND EQUITY			10,349.84

BETHEL ENDOWMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TRANSFERS					
900-46-4740	INTERFUND TRANSFER OUT-GF70%	.00	.00	(28,000.00)	(28,000.00)	.0
	TOTAL TRANSFERS	.00	.00	(28,000.00)	(28,000.00)	.0
	MISCELLANEOUS					
900-49-4590	INVESTMENT INCOME	10,349.84	10,349.84	40,000.00	29,650.16	25.9
	TOTAL MISCELLANEOUS	10,349.84	10,349.84	40,000.00	29,650.16	25.9
	TOTAL FUND REVENUE	10,349.84	10,349.84	12,000.00	1,650.16	86.3
	NET REVENUE OVER EXPENDITURES	10,349.84	10,349.84	12,000.00	1,650.16	86.3

City of Bethel, Alaska

City Clerk’s Office

Council Meetings this month

January 6, 2025 Special City Council Meeting
January 14, 2025 Regular City council Meeting
January 28, 2025 Regular City Council Meeting
Possible Joint meeting with ONC (TBA)

City Clerk's Office

-The Clerk’s Office received a renewal of license notice from the Alcohol Marijuana Control Board for Essenkay LLC, doing business as Kusko Kush. The Administrative Review is scheduled for the January 14, 2025 meeting. The deadline for the Council to protest the renewal is February 3, 2025.
- The Clerk’s Office received a renewal of license notice from the Alcohol Marijuana Control Board for Good Vibes LLC, doing business as Good Vibes Bethel. The Administrative Review is scheduled for the February 11, 2025 meeting. The deadline for the Council to protest the renewal is March 6, 2025.
- Coordinating travel for Council Members to attend the Alaska Municipal League Winter Conference in Juneau.
- Reviewing the committee/commission memberships and notifying those whose terms are expiring. Members who wish to remain on their committee/commissions have until January 30, 2025 to reapply.
- Earned a Certified Municipal Clerk Certificate from the International Institute of Municipal Clerks.
- The Clerk’s Office was closed December 24-27th, and December 31-January 3rd; personal leave.

Task	Period Total	Year to Date Total (ending Jan. 7th, 2025
Passport Appointments	4	78
Burial Permits/Reservations	2	47
Notary Services	1	32
Meeting Minutes Drafted	1	27
Resolutions Drafted	-	8
Ordinances Drafted	-	2
AM/IM Drafted	2	10

Committee/Commission Vacancies	**Regular**	**Alternate**
Community Parks and Recreation Committee	1	2
Planning Commission	full	2
Port Commission	1	2
Public Safety and Transportation Commission	2	2
Community Action Grant Technical Review Board	3	2
Public Works Committee	4	2
Finance Committee	5	2
Ethics Board	3	1

cityclerk@cityofbethel.net
907-543-1384