

**VILLAGE OF PEOTONE
REGULAR VILLAGE BOARD MEETING
208 E. MAIN STREET, PEOTONE, IL
MONDAY APRIL 13, 2026
6:00 PM
AGENDA**

I. CALL TO ORDER

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL

II. PUBLIC COMMENTS

III. CONSENT AGENDA

ACTION ITEM

- A. APPROVE MINUTES OF THE MARCH 23, 2026, REGULAR VILLAGE BOARD MEETING
- B. APPROVE PAYROLL/ACCOUNTS PAYABLE
- C. APPROVE SPECIAL EVENT PERMIT, HANSEN'S DUGOUT/PEOTONE BOWL, CAR CRUISE NIGHT, 210 N. SECOND, MAY 28, JUNE 11, JUNE 25, JULY 9, JULY 23, AUGUST 6, AUGUST 20, SEPTEMBER 3, SEPTEMBER 17, OCTOBER 1, OCTOBER 15, OCTOBER 29, 2026, 5PM-8PM
- D. APPROVE SPECIAL EVENT PERMIT AND ONE DAY LIQUOR LICENSE, HANSEN'S DUGOUT/PEOTONE BOWL, LIVE ENTERTAINMENT/BARN BURNER 2026, 210 N. SECOND ST, SEPTEMBER 5, 2026, NOON-11PM, WITH STREET CLOSURE ON SECOND ST. FROM CRAWFORD ST. TO NORTH ST.
- E. APPROVE SPECIAL EVENT PERMIT AND ONE DAY LIQUOR LICENSE, PEOTONE CHAMBER OF COMMERCE, SIP N STROLL 2026, DOWNTOWN PEOTONE, SEPTEMBER 10, 2026/RAIN DATE SEPTEMBER 17, 2026, EVENING-TIME TBD, WITH STREET CLOSURE ON MAIN ST. FROM FIRST ST. TO RAILROAD ST. AND SECOND ST. FROM MAIN ST. TO CRAWFORD ST. INCLUDING PART OF NORTH ST. TOWARDS RAILROAD ST. AND REQUEST TO WAIVE FEE FOR ONE DAY LIQUOR LICENSE
- F. APPROVE SPECIAL EVENT, DV ENTS INC-GAME ON BAR & GRILL, COMMUNITY TREE LIGHTING NOVEMBER 28, 2026/RAIN DATE NOVEMBER 29, 2026, 4PM-6PM, CORNER OF NORTH & SECOND WITH ROAD CLOSURE ON NORTH ST. FROM SECOND ST. TO RAILROAD ST. AND PARKING SPOTS ON EAST SIDE OF SECOND
- G. APPROVE RAFFLE RENEWAL, AMERICAN CATHOLIC PRESS, SINGLE RAFFLE (QUEEN OF HEARTS)
- H. APPROVE LIQUOR/TOBACCO/AMP/VIDEO GAMING RENEWALS FOR: MAC'S CONVENIENCE/CIRCLE K, SPEEDWAY, HANSEN'S DUGOUT, PEOKOT LTD/BERKOT'S, PEOTONE CORNER CAFÉ, SUZY'S SALOON, TONY'S PIZZA OF PEOTONE

IV. STAFF/COMMITTEE REPORTS

V. MAYOR'S COMMENTS

VI. OLD BUSINESS

VII. NEW BUSINESS

- I. MOTION TO APPROVE ARBOR DAY PROCLAMATION **ACTION ITEM**
- J. RESOLUTION RATIFYING THE ACCEPTANCE OF A FY26 LAW ENFORCEMENT CAMERA GRANT IN THE AMOUNT OF \$60,832.92 **ACTION ITEM**
- K. RESOLUTION WAIVING COMPETITIVE BIDDING & APPROVING A MASTER SERVICE AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC. **ACTION ITEM**

VIII. QUESTIONS OF THE PRESS

IX. CORRESPONDENCE / COMMUNICATIONS / PETITIONS

X. CLOSE REGULAR SESSION TO GO INTO EXECUTIVE SESSION FOR:

ACTION ITEM

- 1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.
5 ILCS 120/2(c)(1)

XI. ADJOURNMENT

ACTION ITEM

VILLAGE OF PEOTONE

REGULAR VILLAGE BOARD

Minutes of March 23, 2026

I. The Pledge of Allegiance was led by Mayor Vieaux at 6:00 pm.

II. Roll call

Village Clerk, Stacey Hartwell, conducted the roll call and the following persons were present: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis and Trustee Strba. Also, present were Mayor Vieaux, Village Administrator Palmer, Village Attorney Marrs, Engineer Golem, Chief DeMik and Public Works Manager Hennke.

III. Public Comments: None

IV. Approval of Consent Agenda:

- A. Approve Minutes of the March 9, 2026 Regular Village Board meeting
- B. Approve Minutes of the March 9, 2026, Executive Session
- C. Approve Payroll/Accounts Payable
- D. Approve Special Event/AMP Permit/One Day Liquor License/Raffle License, Peotone Historical Society, Old Mill Fall Fest, September 19, 2026 4pm-11pm and September 20, 2026 8am-5pm with Road Closure on Corning Between Conrad St and Mill St with Request to Waive Fees
- E. Approve Liquor/Tobacco/AMP/Video Gaming Renewals for: Game On Bar & Grill, Peotone Tobacco & Liquor, Peotone Travel Center, RC Services

Moved by Trustee Sluis, Seconded by Trustee Strba

Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba

Nays: None

Absent: Trustee Bowden

Motion passed

V. Staff Committee Reports:

- A. Public Works** - Bob reported that branch pick up will start April 6th, there were a couple of snow events the previous week, street sweeping has begun, he attended training with Robinson and Julie locates have been increasing. He also reported that Jim McCabe's last day with the department was last week.
- B. Police** – Chief DeMik reported that he submitted a grant for in-car cameras and additional body cameras and was awarded a partial grant in the amount of \$60,830.92. This grant pays for both cameras and storage of data from these cameras. He has been working with the Administrator and Mayor on truck complaints and additional signs have been ordered. He also reported that the hotel at the travel center has had extra people staying there due to the recent tornado.

Administrator – Administrator Palmer reported that the Strategic Plan’s community survey has been closed for the strategic plan and he is working on scheduling and finalizing invites for upcoming focus groups which includes a variety of community partners as part of this work.

VI. Mayor’s Comments: The Mayor thanked Jim McCabe for his years of service and reported that the lease with Sportsmen’s Club has ended and work is continuing on the future of the Sportsman’s club.

VII. Old Business: None

VIII. New Business:

A. Public Hearing on 2027 Fiscal Year Budget – Motion by Trustee Sluis, Seconded by Trustee Strba, all voted Aye

- a. Call to Order** – Mayor stated all trustees except for Trustee Bowden present
- b. Review of Budget Details** – Administrator Palmer gave an overview of budget details and timelines leading up to tonight’s meeting. He presented the high-level details and highlights.
- c. Board Comments, Questions, Discussion** - None
- d. Public Comments, Questions, Discussion** - None
- e. Close Public Hearing** – Motion by Trustee Sluis, Seconded by Trustee Strba, all voted Aye

B. Ordinance Approving the Fiscal Year 2027 Village of Peotone Budget (April 1, 2026 through March 31, 2027)

Moved by Trustee Sluis, Seconded by Trustee Hudson
Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba
Nays: None
Absent: Trustee Bowden
Motion passed

C. Motion to Approve the Proposed Johnston Subdivision, on the Unincorporated Property Located at 8522 W. Kennedy Road, Peotone, IL 60468, Part of PIN 17-20-26-300-015-0000

Administrator Palmer explained that this unincorporated property is within 1/5 miles of village limits and per village ordinance will need village approval, it would be a subdivision of a parcel not an actual subdivision. It has gone to the Planning and Zoning Commission and was recommended by them for approval.

Moved by Trustee Sandberg, Seconded by Trustee Sluis
Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba
Nays: None
Absent: Trustee Bowden
Motion passed

D. Ordinance Amending the Peotone Zoning Ordinance and Official Zoning Map of the Village of Peotone Relative to the Creation of a New Downtown Overlay Zoning District

Administrator Palmer explained that this item has gone before the Planning and Zoning Commission, has had legal review and a public hearing was held

Moved by Trustee Richards, Seconded by Trustee Sluis

Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba

Nays: None

Absent: Trustee Bowden

Motion passed

E. Ordinance Approving & Adoption of a Façade Improvement Program Within the Village of Peotone

Moved by Trustee Richards, Seconded by Trustee Strba

Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba

Nays: None

Absent: Trustee Bowden

Motion passed

F. Resolution Approving a Change Order to the Village of Peotone's Contract with Davis Concrete Construction for the Village of Peotone's 2025 Sidewalk Removal and Replacement Program Ratifying the Performance of Additional Work and Authorizing Payment

Moved by Trustee Strba, Seconded by Trustee Sluis

Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba

Nays: None

Absent: Trustee Bowden

Motion passed

G. Ordinance Approving the Issuance of a Class "F" Liquor License for Peokot, Ltd. Dba Berkot's Super Foods in the Village of Peotone, Will County, Illinois (312 S. Harlem Ave., Peotone, IL)

Moved by Trustee Richards, Seconded by Trustee Strba

Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba

Nays: None

Absent: Trustee Bowden

Motion passed

H. Motion to Approve a Video Gaming License Application for Peokot, Ltd. Dba Berkot's Super Foods in the Village of Peotone, Will County, Illinois (312 S. Harlem Ave., Peotone, IL 60468)

Moved by Trustee Sluis, Seconded by Trustee Strba

Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba

Nays: None
Absent: Trustee Bowden
Motion passed

I. Resolution Authorizing the Submittal of Certificate of Authority and Purchase of Bulk Rock Salt Through the Illinois Department of Central Management Services (CMS)

Moved by Trustee Sluis, Seconded by Trustee Strba
Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba
Nays: None
Absent: Trustee Bowden
Motion passed

J. Motion to Approve the Purchase of a Trailer for Public Works Department in the Amount of \$6,582.00

Moved by Trustee Richards, Seconded by Trustee Strba
Roll Call Vote: Trustee Hudson, Trustee Richards, Trustee Sandberg, Trustee Sluis, Trustee Strba
Nays: None
Absent: Trustee Bowden
Motion passed

IX. Questions of the Press: None

X. Correspondence/Communications/Petitions: None

XI. Executive Session - None

XII. Adjournment:

Motion by Trustee Sluis, Seconded by Trustee Strba
All said AYE
Nays: None
Absent: Trustee Bowden
Adjournment at 6:24pm

Stacey Hartwell Village Clerk

Payroll*For the period ending:* 3/28/2026*Check Date:* 4/3/2026

	Gross Payroll	FICA	IMRF	Total
Village Board		-	-	-
Administration	11,101.53	849.26	551.28	12,502.07
Police	43,493.11	3,327.23	359.55	47,179.89
Public Works	12,987.86	993.57	675.36	14,656.79
Total	\$ 67,582.50	\$ 5,170.06	\$ 1,586.19	\$ 74,338.75

Accounts Payable*For the period ending:* 3/31/2026

4/10/2026

Check Date: 3/31/2026

4/13/2026

Totals

General Fund	36,737.19	60,295.67	97,032.86
Building Permit Escrow Fund			-
Motor Fuel Tax Fund			-
Capital Improvement Fund			-
Police Pension Fund			-
Business Development District Fund	749.25		749.25
TIF #1 Fund	1,092.75		1,092.75
TIF #2 Fund	7,494.00		7,494.00
Total	\$ 46,073.19	\$ 60,295.67	\$ 106,368.86



Village of Peotone
P.O. Box 430 - Peotone IL 60468-0430
AP Invoices - Board Listing V2 -

Invoice Final Update - G/L Source: C/V - Tentative G/L Register: 1071 Tentative G/L Date: 03/31/2026

Fund/Account	Description	Date	Due Date	Amount
01-00-105	Payments via Check			
70000467	ADOBE1 ADOBE	4/8/2026		\$154.02
Inv: 03172026 9576	Adobe Acrobat	3/17/2026	4/13/2026	\$154.02
70000468	AMAZ1 Amazon	4/8/2026		\$60.18
Inv: 03172026 9918	Dog Waste Station Refill Roll Bags	3/17/2026	4/13/2026	\$43.49
Inv: 03172026 9918-1	Axel Dust Caps for Chipper	3/17/2026	4/13/2026	\$16.69
70000469	AMAZ1 Amazon	4/8/2026		\$446.01
Inv: 03172026 9576	Office Supplies	3/17/2026	4/13/2026	\$12.23
Inv: 03172026 9576-1	Business Envelopes	3/17/2026	4/13/2026	\$18.59
Inv: 03172026 9576-2	Toner Cartridges, Markers and Notary Seal Labels	3/17/2026	4/13/2026	\$415.19
70000470	BERK2 BERKOTS	4/8/2026		\$43.26
Inv: 03172026 1604	Food for Strategic Planning Meeting	3/17/2026	4/13/2026	\$43.26
70000471	CTRI01 CHICAGO TRIBUNE	4/8/2026		\$19.96
Inv: 03172026 6248	Monthly Standard Digital Access	3/17/2026	4/13/2026	\$19.96
70000472	COMC2 COMCAST	4/8/2026		\$341.69
Inv: 03172026 1634	Monthly Internet Service	3/17/2026	4/13/2026	\$341.69
70000473	CONS2 CONSTANT CONTACT	4/8/2026		\$69.00
Inv: 03172026 1604	Email Marketing	3/17/2026	4/13/2026	\$69.00
70000474	FAFL01 FARM & FLEET	4/8/2026		\$164.99
Inv: 03172026 9918	Boots - McCabe	3/17/2026	4/13/2026	\$164.99
70000475	GALLS1 GALLS	4/8/2026		\$672.30
Inv: 03172026 6248	Boots - Stankus	3/17/2026	4/13/2026	\$17.98
Inv: 03172026 6248-1	Polos, Pants, Handcuff Case, Key Holder, Knife and Cuffs	3/17/2026	4/13/2026	\$654.32
70000476	GOT1 GOTO CONNECT	4/8/2026		\$121.94
Inv: 03172026 1604	Monthly Phone Charges	3/17/2026	4/13/2026	\$121.94
70000477	HARB1 HARBOR FREIGHT	4/8/2026		\$86.71
Inv: 03172026 9918	Grinder and Fittings	3/17/2026	4/13/2026	\$86.71
70000478	LEAD2 LEADING IT	4/8/2026		\$2,042.28
Inv: 03172026 1604	Wireless Access Points (3)	3/17/2026	4/13/2026	\$2,042.28
70000479	MENAR1 MENARDS	4/8/2026		\$60.64
Inv: 03172026 9918	Wood	3/17/2026	4/13/2026	\$60.64
70000480	MONI1 Monical Pizza	4/8/2026		\$49.89
Inv: 03172026 1604	Pizza for Strategic Planning Meeting	3/17/2026	4/13/2026	\$49.89
70000481	PRIMO01 PRIMO BRANDS	4/8/2026		\$532.88
Inv: 03172026 9576	Water Bottle Service	3/17/2026	4/13/2026	\$169.90
Inv: 03172026 9576-1	Water Bottle Service	3/17/2026	4/13/2026	\$84.40
Inv: 03172026 9576-2	Water Bottle Service	3/17/2026	4/13/2026	\$278.58
70000482	SHAW2 SHAW MEDIA	4/8/2026		\$154.70
Inv: 03172026 9576	Herald News Legal Advertisement	3/17/2026	4/13/2026	\$154.70
70000483	USPO2 US POST OFFICE	4/8/2026		\$624.00
Inv: 03172026 6248	8 Rolls of Stamps	3/17/2026	4/13/2026	\$624.00
70000484	USPO2 US POST OFFICE	4/8/2026		\$116.96
Inv: 03172026 9576	Envelope and Stamps - Business Registration and Liquor License Renewals	3/17/2026	4/13/2026	\$116.96
Paying Account 01-00-105(Check) Total:				\$5,761.41



Village of Peotone
P.O. Box 430 - Peotone IL 60468-0430
AP Invoices - Board Listing V2 -

Fund/Account	Description	Date	Due Date	Amount
01-00-105	Payments via Check			
41017	ALL02 ALL AUTOMOTIVE INC	4/8/2026		\$232.96
Inv: 14923	2021 Ford Interceptor - Alignment and Rear Tire Repair	3/23/2026	4/13/2026	\$139.99
Inv: 14944	2021 Ford Interceptor - Mount and Balance Tires	3/25/2026	4/13/2026	\$92.97
41018	ORZE1 BRIAN ORZEL	4/8/2026		\$25.00
Inv: 03182026	P&Z Meeting - 03/18/2026	3/18/2026	4/13/2026	\$25.00
41019	COMED COMED	4/8/2026		\$5,974.08
Inv: 03132026	Electricity - Acct # 0126501111	3/13/2026	4/13/2026	\$240.18
Inv: 03142026	Electricity - Acct # 9724637000	3/14/2026	4/13/2026	\$5,466.69
Inv: 03312026	Electricity - Acct # 5351323333	3/31/2026	4/13/2026	\$59.39
Inv: 03132026-1	Electricity - Acct # 2230702290	3/13/2026	4/13/2026	\$21.01
Inv: 03312026-1	Electricity - Acct # 3874398000	3/31/2026	4/13/2026	\$98.52
Inv: 03312026-2	Electricity - Acct # 5818687000	3/31/2026	4/13/2026	\$88.29
41020	CURT1 CONNIE MARCH-CURTIS	4/8/2026		\$25.00
Inv: 03182026	P&Z Meeting - 03/18/2026	3/18/2026	4/13/2026	\$25.00
41021	DRAL1 DRALLE CHEVROLET & BUICK INC	4/8/2026		\$1,923.53
Inv: PEO-0326	Car Washes 2/26/26 - 3/25/26	3/25/2026	4/13/2026	\$24.00
Inv: 6153375/1	Ford F-250 - Mount, Balance and Align 4 Tires	2/20/2026	4/13/2026	\$1,104.75
Inv: 6154585/1	2013 Ford Explorer -Mount and Balance 4 Tires	3/27/2026	4/13/2026	\$647.32
Inv: 6154654/1	2021 Ford Interceptor - Replace, Mount and Balance 1 Tire	3/30/2026	4/13/2026	\$147.46
41022	EKHA1 ERIN EKHART	4/8/2026		\$25.00
Inv: 03182026	P&Z Meeting - 03/18/2026	3/18/2026	4/13/2026	\$25.00
41023	HISK01 HISKES, DILLNER, O'DONNELL, MAROVICH & L	4/8/2026		\$262.50
Inv: 24417	03/24/26 Admin Adjudication	4/3/2026	4/13/2026	\$262.50
41024	ILLI9 ILLINOIS MUNICIPAL TREASURERS ASSOC	4/8/2026		\$100.00
Inv: 641	Membership Renewal	3/17/2026	4/13/2026	\$100.00
41025	IPRF1 ILLINOIS PUBLIC RISK FUND	4/8/2026		\$5,539.00
Inv: 105513	2025/2026 Audited WC & Admin Fee	3/19/2026	4/13/2026	\$5,539.00
41026	ILSP1 Illinois State Police	4/8/2026		\$15.00
Inv: 20260207248	Isp Doa Boi Ucia Fingerprints	2/1/2026	4/13/2026	\$15.00
41027	JACO1 JACOB & KLEIN LTD	4/8/2026		\$1,867.20
Inv: 04072026	Legal Fees - 1Q 2026 BDD No. 1	4/7/2026	4/13/2026	\$149.85
Inv: 04072026-1	Legal Fees - 1Q 2026 Tif 1 Parcels	4/7/2026	4/13/2026	\$218.55
Inv: 04072026-2	Legal Fees - 1Q 2026 Tif 2 Parcels	4/7/2026	4/13/2026	\$1,498.80
41028	JCMU1 JCM UNIFORMS INC.	4/8/2026		\$529.50
Inv: 818204	Stetson - Shirts, Badges, Patches and Pants	3/27/2026	4/13/2026	\$399.50
Inv: 819298	Weiffenbach - Boots	3/25/2026	4/13/2026	\$130.00
41029	JOHN6 JOHN DEERE FINANCIAL	4/8/2026		\$266.30
Inv: 12297177	Fuel Filter Elements	2/9/2026	4/13/2026	\$99.66
Inv: 12306124	Oil and Air Filters and Mower Blades	2/27/2026	4/13/2026	\$166.64
41030	MODO1 KIRSTEN MODOLO	4/8/2026		\$25.00
Inv: 03182026	P&Z Meeting - 03/18/2026	3/18/2026	4/13/2026	\$25.00
41031	METR2 METROPOLITAN MAYORS CAUCUS	4/8/2026		\$186.75
Inv: 2025-198	2025-2026 Caucus Dues	2/15/2026	4/13/2026	\$186.75
41032	ECON1 THE ECONOMIC DEVELOPMENT GROUP LTD	4/8/2026		\$7,468.80
Inv: 04072026	Administrative Fees - 1Q 2026 - BDD No. 1	4/7/2026	4/13/2026	\$599.40
Inv: 04072026-1	Administrative Fees - 1Q 2026 - Tif 1 Parcels	4/7/2026	4/13/2026	\$874.20
Inv: 04072026-2	Administrative Fees - 1Q 2026 - Tif 2 Parcels	4/7/2026	4/13/2026	\$5,995.20



Village of Peotone
P.O. Box 430 - Peotone IL 60468-0430
AP Invoices - Board Listing V2 -

Fund/Account	Description	Date	Due Date	Amount
41033	MERC1 WILLIAM J MERCER	4/8/2026		\$25.00
Inv: 03182026	P&Z Meeting - 03/18/2026	3/18/2026	4/13/2026	\$25.00
	Paying Account 01-00-105(Check) Total:			\$24,490.62
01-00-105	Payments via Nacha			
90010998	AMER3 AMERICAN LEGAL PUBLISHING CORP.	4/8/2026		\$2,421.96
Inv: 49785	2026 S-46 Supplement Pages	3/19/2026	4/13/2026	\$2,269.86
Inv: 49837	2026 S-46 Online Code Supplemental Pages	3/24/2026	4/13/2026	\$152.10
90010999	FLOC1 Flock Safety	4/8/2026		\$6,000.00
Inv: INV-88963	Flock Safety Falcon (2)	3/10/2026	4/13/2026	\$6,000.00
90011000	HERI1 HERITAGE FS INC	4/8/2026		\$3,218.75
Inv: 36025425	Fuel	3/16/2026	4/13/2026	\$1,594.75
Inv: 36025550	Fuel	3/30/2026	4/13/2026	\$1,624.00
90011001	LAW03 LAW OFFICES OF THOMAS J KNUTH	4/8/2026		\$1,500.00
Inv: 04012026	Prosecution Services - March 2026	4/1/2026	4/13/2026	\$1,500.00
90011002	MGT1 MGT OF AMERICA CONSULTING LLC	4/8/2026		\$2,157.61
Inv: MGT37984	Financial Consultant	3/31/2026	4/13/2026	\$2,157.61
90011003	QUILL QUILL CORPORATION	4/8/2026		\$522.84
Inv: 48234294	Office Supplies	3/19/2026	4/13/2026	\$208.22
Inv: 48357400	Office Supplies	3/30/2026	4/13/2026	\$238.83
Inv: 48364714	Paper Clips	3/31/2026	4/13/2026	\$18.80
Inv: 48375209	Office Supplies	3/31/2026	4/13/2026	\$56.99
	Paying Account 01-00-105(Nacha) Total:			\$15,821.16



Village of Peotone
 P.O. Box 430 - Peotone IL 60468-0430
 AP Invoices - Board Listing V2 -

Invoice Final Update - G/L Source: C/V - Tentative G/L Register: 1071 Tentative G/L Date: 03/31/2026

Cash Requirement Totals		Account	Amount	Fund	Amount
Total Payments	41	01-50-443 POSTAGE	\$116.96	01	\$36,737.19
Total Invoices:	44	01-50-444 PRINTING/PUBLISHING	\$2,576.66	40	\$749.25
Total Vendors:	39	01-50-452 OTHER PROFESSIONAL SERVICES	\$2,157.61	41	\$1,092.75
Total Amount:	\$46,073.19	01-50-459 DUES/SUBSCRIPTION	\$509.77	42	\$7,494.00
		01-50-462 SUPPLIES - EQUIPMENT	\$2,042.28		\$46,073.19
		01-50-465 OFFICE SUPPLIES	\$654.23		
		01-50-485 MISCELLANEOUS EXPENSE	\$93.15		
		01-51-412 EQUIPMENT MAINTENANCE	\$6,000.00		
		01-51-416 VEHICLE MAINTENANCE	\$1,051.74		
		01-51-443 POSTAGE	\$624.00		
		01-51-446 LEGAL FEES	\$1,762.50		
		01-51-452 OTHER PROFESSIONAL SERVICES	\$15.00		
		01-51-459 DUES/SUBSCRIPTIONS	\$19.96		
		01-51-465 OFFICE SUPPLIES	\$314.62		
		01-51-467 UNIFORMS	\$1,201.80		
		01-51-472 GAS & OIL	\$2,735.94		
		01-52-452 OTHER PROFESSIONAL SERVICES	\$125.00		
		01-53-411 BUILDING MAINTENANCE	\$60.64		
		01-53-412 EQUIPMENT MAINTENANCE	\$282.99		
		01-53-416 VEHICLE MAINTENANCE	\$1,104.75		
		01-53-436 UTILITIES - STREET LIGHTING	\$5,974.08		
		01-53-486 OTHER SUPPLIES	\$130.20		
		01-53-467 UNIFORMS	\$164.99		
		01-53-472 GAS & OIL	\$482.81		
		01-56-427 GENERAL INSURANCE	\$5,539.00		
		01-56-428 TELEPHONE/FAX	\$463.63		
		01-56-466 OTHER SUPPLIES	\$532.88		
		40-00-452 OTHER PROFESSIONAL SERVICES	\$749.25		
		41-00-452 OTHER PROFESSIONAL SERVICES	\$1,092.75		
		42-00-452 OTHER PROFESSIONAL SERVICES	\$7,494.00		
			\$46,073.19		

Paying Account	Payment Method	Count	Amount	Vendor	Amount
01-00-105	Check	17	\$24,490.62	ADOBE1	\$154.02
01-00-105	Nacha	6	\$15,821.16	ALL02	\$232.96
01-00-105	Check	18	\$5,761.41	AMAZ1	\$506.19
			\$46,073.19	AMER3	\$2,421.96
				BERK2	\$43.26
				ORZE1	\$25.00
				CTRI01	\$19.96
				COMC2	\$341.69
				COMED	\$5,974.08
				CURT1	\$25.00
				CONS2	\$69.00
				DRAL1	\$1,923.53
				EKHA1	\$25.00
				FAFL01	\$164.99
				FLOC1	\$6,000.00
				GALLS1	\$672.30
				GOT1	\$121.94
				HARB1	\$86.71
				HERI1	\$3,218.75



Village of Peotone
 P.O. Box 430 - Peotone IL 60468-0430
 AP Invoices - Board Listing V2 -

Vendor	Amount
HISK01	\$262.50
ILLI9	\$100.00
IPRF1	\$5,539.00
ILSP1	\$15.00
JCMU1	\$529.50
JOHN6	\$266.30
MODO1	\$25.00
LAW03	\$1,500.00
LEAD2	\$2,042.28
MENAR1	\$60.64
METR2	\$186.75
MGT1	\$2,157.61
MONI1	\$49.89
PRIMO01	\$532.88
QUILL	\$522.84
SHAW2	\$154.70
USPO2	\$740.96
MERC1	\$25.00
JACO1	\$1,867.20
ECON1	\$7,468.80
	<u>\$46,073.19</u>

Vendor	C/Y 2026 Invoices	C/Y 2026 Payments	F/Y 2027 Invoices	F/Y 2027 Payments
ADOBE1	(2) 308.04	(3) 462.06	(0) 0.00	(0) 0.00
ALL02	(10) 465.85	(6) 803.84	(0) 0.00	(0) 0.00
AMAZ1	(10) 712.59	(6) 848.91	(0) 0.00	(0) 0.00
AMER3	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
BERK2	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
COMC2	(2) 683.52	(3) 1013.47	(0) 0.00	(0) 0.00
COMED	(15) 12675.25	(6) 18695.21	(0) 0.00	(0) 0.00
CONS2	(2) 138.00	(3) 207.00	(0) 0.00	(0) 0.00
CTRIB01	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
CURT1	(2) 50.00	(2) 50.00	(0) 0.00	(0) 0.00
ILLI9	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
ILSP1	(1) 135.00	(1) 135.00	(0) 0.00	(0) 0.00
IPRF1	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
JACO1	(3) 1357.05	(1) 1357.05	(0) 0.00	(0) 0.00
JCMU1	(2) 163.99	(1) 163.99	(0) 0.00	(0) 0.00
JOHN6	(0) 0.00	(1) 839.98	(0) 0.00	(0) 0.00
LAW03	(3) 4500.00	(3) 4500.00	(0) 0.00	(0) 0.00
LEAD2	(0) 0.00	(1) 987.06	(0) 0.00	(0) 0.00
MENAR1	(1) 83.96	(2) 253.87	(0) 0.00	(0) 0.00
MERC1	(2) 50.00	(2) 50.00	(0) 0.00	(0) 0.00
METR2	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
MGT1	(3) 11939.76	(4) 15311.02	(0) 0.00	(0) 0.00
MODO1	(2) 50.00	(2) 50.00	(0) 0.00	(0) 0.00
MONI1	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
SHAW2	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
USPO2	(6) 1009.40	(3) 1009.40	(0) 0.00	(0) 0.00
DRAL1	(3) 1098.35	(3) 1150.35	(0) 0.00	(0) 0.00



Village of Peotone
P.O. Box 430 - Peotone IL 60468-0430
AP Invoices - Board Listing V2 -

Vendor	C/Y 2026 Invoices	C/Y 2026 Payments	F/Y 2027 Invoices	F/Y 2027 Payments
ECON1	(3) 8108.85	(1) 8108.85	(0) 0.00	(0) 0.00
EKHA1	(2) 50.00	(2) 50.00	(0) 0.00	(0) 0.00
FAFL01	(1) 420.85	(2) 485.19	(0) 0.00	(0) 0.00
FLOC1	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
GALLS1	(2) 3746.93	(2) 3746.93	(0) 0.00	(0) 0.00
GOT1	(2) 243.88	(3) 366.43	(0) 0.00	(0) 0.00
HARB1	(1) 72.92	(2) 120.91	(0) 0.00	(0) 0.00
HER11	(8) 8688.00	(5) 9744.58	(0) 0.00	(0) 0.00
HISK01	(3) 787.50	(3) 787.50	(0) 0.00	(0) 0.00
ORZE1	(1) 25.00	(1) 25.00	(0) 0.00	(0) 0.00
PRIMO01	(3) 412.26	(3) 550.09	(0) 0.00	(0) 0.00
QUILL	(7) 916.09	(4) 1302.70	(0) 0.00	(0) 0.00

Card	Card Description	Amount
SH001	ONB MC	\$1,404.57
RH	ONB MC	\$372.52
NP01	ONB MC	\$2,668.06
DD001	ONB MC	\$1,316.26
		<hr/>
		\$5,761.41



Village of Peotone
P.O. Box 430 - Peotone IL 60468-0430
AP Invoices - Board Listing V2 -

Invoice Final Update - G/L Source: C/V - Tentative G/L Register: 1073 Tentative G/L Date: 04/13/2026

Fund/Account	Description	Date	Due Date	Amount
01-00-105	Payments via Check			
41034	BSAS1 BS& A Software	4/8/2026		\$1,405.00
Inv: 166653	Implementation and Project Management	4/6/2026	4/13/2026	\$305.00
Inv: 166673	Epson Receipt Printer	4/7/2026	4/13/2026	\$1,100.00
41035	COUN1 COUNTY OF WILL	4/8/2026		\$8,723.36
Inv: MAR2026-004	Laraway Communication Center Expenses	4/1/2026	4/13/2026	\$8,535.20
Inv: MAR2026-004 Bldg Repay	Building Repayment	4/1/2026	4/13/2026	\$188.16
41036	LEAD1 LEADING IT	4/8/2026		\$4,829.09
Inv: 144515	Office 365 Agreement - Azure Info Protection Premium - May 2026	5/1/2026	4/13/2026	\$2.10
Inv: 144514WC	Managed It Services - May 2026	5/1/2026	4/13/2026	\$4,826.99
41037	NAPA2 NAPA AUTO PARTS	4/8/2026		\$25.38
Inv: 134693	Oil Dry (3)	4/2/2026	4/13/2026	\$25.38
41038	RITC1 Rival 5 Technologies Corporation	4/8/2026		\$2,513.73
Inv: 26896	New Desktop Phones, Installation and Setup	4/1/2026	4/13/2026	\$2,213.77
Inv: 26897	Phone Service	4/1/2026	4/13/2026	\$299.96
41039	TERRY TERRYS FORD LINCOLN MERCURY	4/8/2026		\$274.00
Inv: 89555	2021 Ford Explorer - TPMS Sensor Kit	4/1/2026	4/13/2026	\$274.00
41040	WEBF1 WEBFOOT DESIGNS, INC.	4/8/2026		\$495.00
Inv: 144516	Webfoot - Managed Services - Website - May 2026	5/1/2026	4/13/2026	\$495.00
41041	XERO2 Xerox Business Solutions	4/8/2026		\$536.40
Inv: 41798082	Copier Lease - Contract # 211-1020682-001	4/1/2026	4/13/2026	\$536.40
	Paying Account 01-00-105(Check) Total:			\$18,801.96
01-00-105	Payments via Web/Telephone			
80000909	IPBC1 Illinois Personnel Benefit Cooperative	4/8/2026		\$40,797.99
Inv: 04012026	Health Insurance - April 2026	4/1/2026	4/13/2026	\$40,797.99
	Paying Account 01-00-105 (Web/Telephone) Total:			\$40,797.99
01-00-105	Payments via Nacha			
90011005	AandJ01 STAR DISPOSAL SERVICE INC	4/8/2026		\$69.00
Inv: 9785252	Monthly Refuse Service	4/1/2026	4/13/2026	\$69.00
90011006	VERI1 VERIZON WIRELESS	4/8/2026		\$143.55
Inv: 615000083799	Monthly Data Service	4/1/2026	4/13/2026	\$143.55
90011007	WECP1 Welch Cleaning Pro LLC	4/8/2026		\$450.00
Inv: #85	Cleaning Services - April 2026	4/1/2026	4/13/2026	\$450.00
90011008	WHIT1 WHITMORE ACE HARDWARE	4/8/2026		\$33.17
Inv: 502507	Rope and Bolt Snaps	4/2/2026	4/13/2026	\$33.17
	Paying Account 01-00-105(Nacha) Total:			\$695.72



Village of Peotone
 P.O. Box 430 - Peotone IL 60468-0430
 AP Invoices - Board Listing V2 -

Invoice Final Update - G/L Source: C/V - Tentative G/L Register: 1073 Tentative G/L Date: 04/13/2026

Cash Requirement Totals		Account	Amount	Fund	Amount
Total Payments	13	01-50-404 EMPLOYEE'S INSURANCE	\$6,802.80	01	\$60,295.67
Total Invoices:	17	01-50-412 EQUIPMENT MAINTENANCE	\$536.40		
Total Vendors:	13	01-50-452 OTHER PROFESSIONAL SERVICES	\$1,405.00		
Total Amount:	\$60,295.67	01-51-404 EMPLOYEE'S INSURANCE	\$25,417.27		
		01-51-416 VEHICLE MAINTENANCE	\$274.00		
		01-51-452 OTHER PROFESSIONAL SERVICES	\$8,866.91		
		01-53-404 EMPLOYEE'S INSURANCE	\$8,577.92		
		01-53-452 OTHER PROFESSIONAL SERVICES	\$69.00		
		01-53-466 OTHER SUPPLIES	\$58.55		
		01-56-428 TELEPHONE/FAX	\$2,513.73		
		01-56-452 OTHER PROFESSIONAL SERVICES	\$5,774.09		
			<u>\$60,295.67</u>		

Paying Account	Payment Method	Count	Amount	Vendor	Amount
01-00-105	Check	8	\$18,801.96	BSAS1	\$1,405.00
01-00-105	Web/Telephone	1	\$40,797.99	COUN1	\$8,723.36
01-00-105	Nacha	4	\$695.72	IPBC1	\$40,797.99
			<u>\$60,295.67</u>	LEAD1	\$4,829.09
				NAPA2	\$25.38
				RITC1	\$2,513.73
				AandJ01	\$69.00
				TERRY	\$274.00
				VERI1	\$143.55
				WEBF1	\$495.00
				WECF1	\$450.00
				WHIT1	\$33.17
				XERO2	\$536.40
					<u>\$60,295.67</u>

Vendor	C/Y 2026 Invoices	C/Y 2026 Payments	F/Y 2027 Invoices	F/Y 2027 Payments
AandJ01	(4) 742.00	(3) 742.00	(0) 0.00	(0) 0.00
BSAS1	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
COUN1	(6) 26170.08	(3) 26170.08	(0) 0.00	(0) 0.00
NAPA2	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
RITC1	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00
IPBC1	(3) 121624.40	(3) 121624.40	(0) 0.00	(0) 0.00
LEAD1	(9) 33439.61	(4) 33225.01	(2) 4619.47	(0) 0.00
TERRY	(1) 9.00	(1) 11.99	(0) 0.00	(0) 0.00
VERI1	(3) 430.65	(3) 430.65	(0) 0.00	(0) 0.00
WEBF1	(4) 1980.00	(3) 1485.00	(1) 495.00	(0) 0.00
WECF1	(3) 1350.00	(3) 1350.00	(0) 0.00	(0) 0.00
WHIT1	(14) 926.45	(5) 926.45	(0) 0.00	(0) 0.00
XERO2	(1) 18.60	(1) 18.60	(0) 0.00	(0) 0.00

Card	Card Description	Amount

The Village of Peotone

OFFICE : 208 E MAIN STREET
P.O. BOX 430
PEOTONE, ILLINOIS 60468-0430
PHONE: (708) 258-3279
FAX: (708) 258-3850

SPECIAL EVENT PERMIT APPLICATION

Name of Applicant Hansen's Dugout / Peotone Bowl
Address 210 N. Second St
P.O. Box 729 City Peotone State IL Zip 60468-0729
Contact Number Rick Hansen
Contact Email Hansen's Dugout@gmail.com
Type of Event Car Cruise Night
Address of Event 210 N Second St
Date of Event May 28 June 11+25, July 9+23, Aug 6+20
~~Main Date~~ Sept 3+17, Oct 1+15+29th
Time of Event 5pm + 8pm
Street Closures or
Other Special Requests _____


Signature of Applicant

4/1/26
Date

THIS PERMIT IS VALID FOR ONE (1) DAY OF OPERATION ONLY.
THE VILLAGE OF PEOTONE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THIS
EVENT. THIS PERMIT IS FOR OPERATION OF THE ABOVE EVENT ONLY.

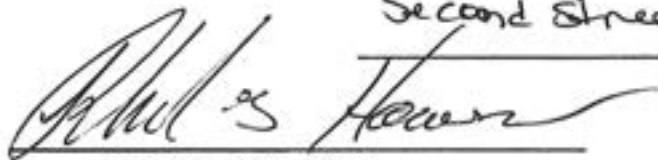
DATE APPROVED

DATE DENIED

The Village of Peotone

OFFICE : 208 E MAIN STREET
P.O. BOX 430
PEOTONE, ILLINOIS 60468-0430
PHONE: (708) 258-3279
FAX: (708) 258-3850

SPECIAL EVENT PERMIT APPLICATION

Name of Applicant Hansens Degroot / Peotone Band
Address 210 N 2nd St
P.O. Box 729 City Peotone State IL Zip 60468
Contact Number _____
Contact Email Hansens Degroot@gmail.com
Type of Event Live Entertainment / BARRY BURNER 2026
Address of Event 210 N 2nd St
Date of Event Sat Sept 5th
Rain Date NONE
Time of Event 12 NOON Till 11pm
Street Closures or
Other Special Requests Street Closures
Second Street from Crawford to North

Signature of Applicant _____ Date 4/1/26

THIS PERMIT IS VALID FOR ONE (1) DAY OF OPERATION ONLY.
THE VILLAGE OF PEOTONE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THIS
EVENT. THIS PERMIT IS FOR OPERATION OF THE ABOVE EVENT ONLY.

DATE APPROVED

DATE DENIED



VILLAGE OF PEOTONE

ck# 1398

ONE DAY LIQUOR LICENSE APPLICATION CLASS C-2 LICENSE

FEE: \$50.00 (per day)

NAME OF PETITIONER Hansen Degout / Peotone Board

ADDRESS OF PETITIONER 210 N 2nd St

P.O. BOX 729 CITY Peotone STATE IL ZIP 60468-0729

PHONE NUMBER MAIL ADDRESS Hansen Degout@gmail.com

DATE OF EVENT Sept 5th 2026 TIME OF EVENT 12 Noon - 11 PM

RAIN DATE

ADDRESS OF EVENT 210 N 2nd St

TYPE OF EVENT Live Entertainment / Band Burlesque 2026

REQUIRED: PROOF OF LIQUOR LIABILITY (DRAM SHOP INSURANCE) FOR THE ADDRESS & DATE OF THE EVENT

THE PETITIONER AGREES TO CONDUCT THE EVENT IN ACCORDANCE WITH THE POLICE REGULATIONS AND ALL ORDINANCES OF THE VILLAGE OF PEOTONE NOW IN FORCE AND ANY THAT MAY BE ENACTED DURING THE DURATION OF THIS LICENSE. THE VILLAGE OF PEOTONE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THIS EVENT.

Petitioner signature

PETITIONER SIGNATURE

Date 4/1/26

DATE

APPROVED DATE

DENIED DATE

VILLAGE PRESIDENT



VILLAGE OF
PEOTONE

SPECIAL EVENT PERMIT APPLICATION

Name of Applicant DY ENTS, INC - GARAGE ON BAR & GRILL

Address 115 N. SECOND ST.

P.O. Box. 850 City Peotone State IL Zip 60468

Contact Number _____

Contact Email garageonpeotone@gmail.com

Type of Event. Community Tree LIGHTING

Address of Event CORNER OF NORTH & SECOND

Date of Event SAT NOV 28th

Rain Date SUN NOV 29th

Time of Event 4pm - 6pm

Street Closures or
Other Special Requests SEE MAP PARKING SPOTS ON EAST SIDE OF 2nd ST.
from REALTOR TO CORNER.

4 new parts NORTH STREET FROM 2nd TO RR.
CLOSE DOWNS @ 2pm for setup

Yicki L Moore
Signature of Applicant

3/19/210
Date

THIS PERMIT IS VALID FOR ONE (1) DAY OF OPERATION ONLY.
THE VILLAGE OF PEOTONE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THIS EVENT.
THIS PERMIT IS FOR OPERATION OF THE ABOVE EVENT ONLY.

DATE APPROVED

DATE DENIED

Village Administrator

REALTY BUILDING

firepits



smores



cookies



hot cocoa



Coffee/popcorn



WHITE BUILDING



choir



snow



SECOND ST.



NORTH ST



Yellow = closure
Street Closure



VILLAGE OF
PEOTONE

SPECIAL EVENT PERMIT APPLICATION

Name of Applicant Peotone Chamber of Commerce

Address _____

P.O. Box. 877 City Peotone State IL Zip 60468

Contact Number Christine Wirtschoreck

Contact Email peotonechamber@gmail.com

Type of Event. Sip N Stroll 2026

Address of Event Downtown Peotone

Date of Event Thursday, September 10th, 2026

Rain Date Thursday, September 17th, 2026

Time of Event Evening- Exact time TBD

Street Closures or
Other Special Requests See Attached :Main St. from 1st to S Railroad & 2nd St. from Main

through to Crawford, including part of North St. towards S Railroad


Signature of Applicant

4/1/2024
Date

THIS PERMIT IS VALID FOR ONE (1) DAY OF OPERATION ONLY.
THE VILLAGE OF PEOTONE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THIS EVENT.
THIS PERMIT IS FOR OPERATION OF THE ABOVE EVENT ONLY.

DATE APPROVED

DATE DENIED

Village Administrator

(708) 258-3279

Updated 02/2024

WWW.VILLAGEOFPEOTONE.COM

208 E MAIN STREET P.O. BOX 430 PEOTONE, IL 60468-0430



Date Approved _____
Date Denied _____
Approval _____
Expires _____



4/7/24 pd \$15.00 cash
VILLAGE OF PEOTONE

APPLICATION FOR LICENSE TO SELL RAFFLE TICKETS

\$15.00 - SINGLE RAFFLE
\$25.00 - 2/4 RAFFLES PER CALENDAR YEAR
\$50.00 - 5/MORE RAFFLES PER CALENDAR YEAR

PLEASE NOTE: Any misrepresentation or falsification of the information sought below may result in revocation of the License as granted. Applications must be submitted at least 30 days prior to the raffle date requested. For information or questions, please call (708) 258-3279.

NAMES OF UNDERSIGNED ORGANIZATION OFFICERS (PERSONS SUBMITTING APPLICATION)

DATE OF APPLICATION:

March 31, 2026

PRESIDENT OR PRESIDING OFFICER:

Michael Gilligan D.O.B. _____

SECRETARY:

Rosa Lynch D.O.B. _____

ADDRESS OF APPLICANT:

ORGANIZATION REQUESTING LICENSE:

American Catholic Press

ADDRESS OF ORGANIZATION:

16565 S. State
South Holland IL 60473

NAME AND ADDRESS OF RAFFLE MANAGER:

Rosa Lynch D.O.B. _____

PHONE _____

ADDRESS OF PLACE(S) OR AREA(S) WHERE CHANCES ARE TO BE SOLD OR ISSUED:

210 N 2nd St Peotone IL 60468 (708) 258-9353

PURPOSE OF RAFFLE:

Queen of Hearts

TIME PERIOD WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:

EVERY WEDNESDAY
7 PM

MAXIMUM NUMBER OF RAFFLE CHANCES TO BE SOLD OR ISSUED:

PRICE OF CHANCES:

\$1.00

TOTAL PRIZE VALUE:

LARGEST SINGLE PRIZE:

\$5,000

TIME, DATE AND LOCATION WHERE WINNING RAFFLE CHANCE WILL BE DETERMINED:

7 pm
Time

every Wednesday
Date

210 N 2nd St Peotone 60468
Location of Raffle Drawing (Address, City, State)

(708) 258-3279

CHECK TYPE OF NON-PROFIT ORGANIZATION AND ATTACH DOCUMENTATION

Religious X Charitable _____ Labor _____ Fraternal _____ Business _____
Educational _____ Veterans' Organization _____ Non-Profit Fund Raising pl

*(check this box if organized solely to raise funds for an individual or group of individuals suffering extreme financial hardship, as a result of illness, disability, accident or disaster)

LENGTH OF TIME ORGANIZATION HAS BEEN IN EXISTENCE: 57 years

PLACE AND DATE OF INCORPORATION OF ORGANIZATION: Oak Park IL, May 18, 1972

IF NOT A CORPORATION, STATE WHEN AND HOW ORGANIZED: _____

NUMBER OF MEMBERS OF ORGANIZATION THAT RESIDE IN VILLAGE: 8

The undersigned, under oath attest that we have read and understand Ordinance 17-26 entitled "An Ordinance Amending Title XI (Business Regulations) Chapter 113 (Amusements, Entertainment, and Gatherings) of the Peotone Village Code Regarding Raffles" and we further attest to the non-profit character of the prospective license organization.

Further the undersigned attest that they comply with all provisions of Ordinance 17-26 and understand that violations of this ordinance are subject to fines of not less than one-hundred dollars (\$100.00) and not more than seven-hundred-and-fifty dollars (\$750.00) per violation.

President or Presiding Officer Rev. Michael Gilligan, Ph.D.
Type or Print Name

Signature: *Michael Gilligan*

ATTEST:
Secretary: Rosa Lynch
Type or Print Name

Signature: *Rosa Lynch*

SUBSCRIBED AND SWORN TO

before me this _____
day of _____, 20____.

(Notary Public)

Commission Expires: _____



TREE CITY USA
An Arbor Day Foundation Program

*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Chris Vieaux, President of the Village of, Peotone do hereby proclaim April 24, 2026 as **ARBOR DAY** In the Village of, Peotone and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 13th day of April, 2026

President _____



Board of Trustees Memo

TO: Chris Vieaux, Mayor
Village Board of Trustees

From: Nick Palmer, Village Administrator

Date: April 10, 2026

Subject: Resolution ratifying the acceptance of a FY 26 Law Enforcement Camera Grant in the amount of \$60,832.92

For Agenda: Board Meeting – 4/13/26 **Administrator sign off:** *WNP*

Agenda item:

Resolution ratifying the acceptance of a FY 26 Law Enforcement Camera Grant in the amount of \$60,832.92

Background:

The State of Illinois provides grants to Illinois police agencies of municipalities, counties, park districts, public universities, and all units of Illinois local governmental for the purchase or lease of in-car video cameras for use in law enforcement vehicles; officer-worn body cameras for law enforcement officers and data storage related to officer-worn cameras; and training for law enforcement officers in the operation of the cameras.

Peotone Police Chief David DeMik applied for FY 26 Law Enforcement Camera grant funding and was successful in receiving a grant award in the amount of \$60,832.92.

To accept the grant funds prior to the deadline for acceptance, Mayor Chris Vieaux signed off on the award's acceptance documents. This agenda item is formally ratifying this action and memorializing this work as part of the Village's police camera program.

This item is also connected to the Board item regarding approval of a Master Service and Purchasing Agreement with Axon Enterprise, Inc for the actual cameras that are utilized by the Peotone Police Department. That action is a separate agenda item which will be funded in part by these grant dollars.

Fiscal impact:

This grant has a positive impact on the Village's budget by adding \$60,832.92 towards defraying the costs of the camera program utilized by the Police Department.

Board action:

Motion to approve resolution ratifying the acceptance of a FY 26 Law Enforcement Camera Grant in the amount of \$60,832.92

Supporting documents:

- Resolution ratifying the acceptance of a FY 26 Law Enforcement Camera Grant in the amount of \$60,832.92
- Grant Agreement between the State of Illinois, Law Enforcement Training and Village of Peotone (included as Exhibit A within the resolution for this item).

RESOLUTION NO. 2026-R-_____

A RESOLUTION RATIFYING THE ACCEPTANCE OF A FY26 LAW ENFORCEMENT CAMERA GRANT IN THE AMOUNT OF \$60,832.92

WHEREAS, the Village of Peotone (the "Village") is an Illinois municipal corporation situated in Will County; and

WHEREAS, the Village seeks additional revenues through many grant funding sources and constantly seeks to supplement the Village budget whenever possible to support key Village functions; and

WHEREAS, the Peotone Police Department submitted a grant application to the State of Illinois, Law Enforcement Training Grant Program for the FY 26 Law Enforcement Camera Grant; and

WHEREAS, the Village of Peotone was awarded a one-time grant in the amount of \$60,832.92 which will support the Police Department's body camera and car camera programs as allowed by the grant rules and regulations; and

WHEREAS, these grant funds will assist the Village of Peotone to remain in compliance with the Safety, Accountability, Fairness and Equity-Today (SAFE-T) Act which was passed in 2021 by the Illinois General Assembly and mandated that all law enforcement agencies statewide must deploy officer-worn body cameras by January 1, 2025; and

WHEREAS, to meet the deadline of March 31, 2026, Mayor Chris Vieaux signed documents to accept the grant award on March 30, 2026, and Village staff brought this resolution to the Village Board to officially accept the grant and memorialize this action; and

WHEREAS, the Village President and Board of Trustees declare that it is in the best interests of the Village to accept these grant funds to support the Police Department's body camera and car camera programs.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Peotone, Will County, Illinois, as follows:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees approve the acceptance of the FY 26 Law Enforcement Camera Grant in the amount of sixty thousand, eight hundred thirty two dollars and ninety-two cents (\$60,832.92), per the terms and conditions set forth in the Grant Agreement with the State of Illinois, Law Enforcement Training and the Village of Peotone attached hereto as **Exhibit A** and made a part hereof. The Village President, Village Clerk and/or Village Manager are hereby authorized to execute said Grant Agreement, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Grant Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this ____ day of _____, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2026, by the Village President of the Village of Peotone, and attested by the Village Clerk, on the same day.

Village President

ATTEST:

Village Clerk

EXHIBIT A

**Grant Agreement Between the State of Illinois, Law Enforcement Training and
Village of Peotone – Agreement No. 20261067**

(ATTACHED)



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Law Enforcement Training
AND
Village Of Peotone**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village Of Peotone (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

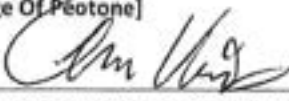
PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Law Enforcement Training]

By: _____
Signature of Keith Calloway, Executive Director
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____
Designee

[Village Of Peotone]

By:  _____
Signature of Authorized Representative
Date: MARCH 30, 2026
Printed Name: CHRIS VIEUX
Printed Title: VILLAGE PRESIDENT/MAYOR
E-mail: MAYOR@VILLAGE OF PEOTONE.COM

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on 07/01/2025 and expires on 06/30/2030 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds \$60,832.92, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE):

Procedure for Advance Payment:

A. The Grantee may be paid in advance, provided it maintains or demonstrates the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement; and the use of a financial management system that includes the following:

- 1) Identification of all grant awards received, related funds expended, and the programs under which they were received, including the title and number, award identification number, year issued, and name of the awarding agency.
- 2) Accurate, current, and complete disclosure of the financial results of each grant award or program in reports submitted at the appropriate deadlines, in a format that allows for ILETSB monitoring. The Grantee may develop accrual data for its reports based on an analysis of the documentation on hand.
- 3) Maintaining records that sufficiently identify the amount, source, and expenditure of grant funds for awards. These records must contain information necessary to identify awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.
- 4) Effective control over and accountability for all funds, property, and assets. The Grantee must safeguard all assets and ensure they are used solely for authorized purposes.
- 5) Comparison of expenditures with the approved budget amounts for each award.
- 6) Written procedures to implement the requirements of 44 Ill. Adm. Code 7000.120.
- 7) Maintenance of records documenting compliance with statutes, regulations, and the terms and conditions of the award, must be sufficient to prepare reports required by the terms and conditions; and tracking expenditures to establish that funds have been used in accordance with statutes, regulations, and the terms and conditions of the award, including any funds used for lobbying or otherwise influencing the creation, passage, or opposition of legislation.

B. ILETSB requires the completion of additional applications for any Grantee seeking to receive Advance funding to assert that the above conditions are met. Receipt of grant award is not itself approval for the use of advance funding. The determination of this request will be made by the ILETSB Grant Manager. The application will require the following:

- 1) Confirmation that Grantee is making a formal request for Advance payment,
- 2) A list of required documentation for review, and confirmation that is included with the application,
- 3) Information, budgets and/or approved pre-award documentation,
- 4) Acknowledgment that all Risk Assessment documentation will be completed: ICQ in the GATA Implementation Site and the PRA,
- 5) Guidelines regarding the Grantee's eligibility for Advance payment,
- 6) Information regarding the option to receive reimbursement with a working capital advance if Advance payment criteria are not met. 44 Ill. Admin. Code 7000.120(b)(3).

C. Advance payments to a Grantee must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the Grantee in carrying out the purpose of the approved program or project.

D. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct program or project costs. The Grantee must make timely payments to contractors, suppliers, or providers in accordance with the contract provisions.

E. Whenever possible, advance payment requests by the Grantee must be consolidated to cover anticipated cash needs for all awards received by the recipient from ILETSB.

F. Advance payment mechanisms must comply with the preference to distribute funds electronically, which includes, but are not limited to, Treasury checks and electronic funds transfers.

G. Grantees must be authorized to submit payment requests as often as necessary when electronic fund transfers are used or at least monthly when electronic transfers are not used.

H. ILETSB shall publish written procedures for determining the allowability of costs and advance funding options in accordance with the Administrative Rules of the grant Accountability and Transparency Act and the terms and conditions of the grant award. ILETSB must document the determination that the Grantee meets the requirements of advance payments in accordance with 44 Ill. Adm. Code 7000.120 (b)(1).

Procedure for Reimbursements:

A. Grantees will be paid via the reimbursement method when they do not meet the requirements of 44 Ill. Admin. Code 7000.120(b)(1), or upon a Grantee's request to use the reimbursement method of payment, or as stipulated in a specific condition. Grantees that have relevant specific conditions noted in their Uniform Grant Agreement based on the results of their Programmatic Risk Assessment (PRA) shall be paid via reimbursement method. Grantees who do not meet the requirements of 44 Ill. Admin. Code 7000.120(b)(1) may also request use of the Working Capital Advance payment method, detailed herein in a subsequent section.

B. ILETSB will disburse payments to the Grantee based on actual allowable costs incurred or expended as reported in their PFR submitted for the respective period, as described in their grant agreement.

Procedure for Working Capital Advance:

A. For Grantees that the Grant Program Manager or their designee determines that reimbursement is not feasible because the Grantee lacks sufficient working capital, the ILETSB may, in its sole discretion, provide a Working Capital Advance to the Grantee. Working Capital Advance payments may be requested by completing the Working Capital Advance Questionnaire or by other means as prescribed by ILETSB.

B. Grantees may request a Working Capital Advance payment for each grant program awarded by ILETSB. Requests must be submitted on the ILETSB Estimate Working Capital Advance Payment Requirements Forecast (Cash Budget) Form Template to the respective Grant Program Manager or their designee in the method prescribed in the grant program Notice of Funding Opportunity (NOFO), grant agreement, or as prescribed by ILETSB. The Cash Budget must include monthly cash requirements for every month of the grant term. Grantees must submit an updated cash budget at the request of the ILETSB Grant Program Manager, their designee, or a representative of the Office of Fiscal Management. A separate request must be submitted for each ILETSB grant program application. Requests must be signed by either the Chief Executive Officer or Chief Financial Officer (or equivalent) for the entity.

C. The ILETSB Grant Program Manager or their designee will advance the working capital payment to the Grantee to cover their estimated disbursement needs for an initial period of grant expenses. Additional startup costs may be approved as part of the working capital payment if determined by the ILETSB Grant Program Managers or their designees to be allowable

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is NA. The federal awarding agency is NA, and the Federal Award date is NA. If applicable, the Assistance Listing Program Title is NA and Assistance Listing Number is NA. The Catalog of State Financial Assistance (CSFA) Number is 569-00-3496 and the CSFA Name is FY26 Law Enforcement Camera Grant. If applicable, the State Award Identification Number (SAIN) is 20261067.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and F152PFOJB323 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006044 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Government Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of

2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law

and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act, 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been

appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in PART TWO or PART THREE. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, PART TWO, or PART

THREE. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de

de minimis rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in

place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix III(l) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or PART TWO or PART THREE. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS**

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

**ARTICLE XII
AUDIT REQUIREMENTS**

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i)-(iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to

issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII

MISCELLANEOUS

- 22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.
- 22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.
- 22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.
- 22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.
- 22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.
- 22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.
- 22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.
- 22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).
- 22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 et seq.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 22.11. Precedence.
- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict

between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The Law Enforcement Camera Grant Program was created to assist Illinois police agencies of municipalities, counties, park districts, public universities, and all units of Illinois local governmental recognized by the Board for the purchase or lease of:

- 1) in-car video cameras for use in law enforcement vehicles;
- 2) officer-worn body cameras for law enforcement officers;
- 3) data storage related to officer-worn cameras only, and training for law enforcement officers in the operation of the cameras.

Pre-award costs are allowed.

Indirect costs are not allowed.

Pre-Award Requirements for requesting reimbursement on costs for Officer-worn cameras, In-Car Cameras, accessories, licensing, and data storage already purchased are as follows:

1. Reimbursement on Cameras and/or Data Storage/Server - original detailed invoice dated with date range and a zero balance invoice with attached proof of payment (EFT or cancelled check) that must match the pre-award budget amount.
2. In-Car cameras- proof of installation via a work-order must show the date of completion in the squad cars and serial numbers installed prior to application submitted date.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables:

Applicant shall submit a request for award of funds via the Amplifund portal. Necessary application forms and instructions are available through the Board's website at ptb.illinois.gov. Announcements will also be made in the Catalog of State Financial Assistance as a Notice of Funding Opportunity (NOFO) in accordance with 44 Ill. Adm. Code 7000.310.

Eligibility Criteria.

The law enforcement agency must:

- 1) be an Illinois law enforcement agency of a unit of local government, or public university that is recognized by the Board;
- 2) list their active law enforcement officers on a roster on file with the Board and LEDI; indicate that all active law enforcement officers reflected on the agency roster subject to the mandated training requirements of Section 7 of the Police Training Act are compliant with all Board training requirements at the time of award. Any officer that is not compliant may be listed as inactive upon reporting the date the officer left service, their expected date of return, the reason for leaving service, and an acknowledgement that all outstanding training will be completed within 60 days of return;
- 3) be compliant with all reporting requirements of Sections 15 and 20 of the Law Enforcement Camera Grant Act and Section 10-25 of the Law Enforcement Officer-Worn Body Camera Act [50 ILCS 706]. See 20 Ill. Adm. Code 1705.120
- 4) must meet GATA pre-qualification requirements and Applicant's must have the current annual Fiscal and Administrative Risk Assessment (ICQ) completed and approved by the closing date/time of the funding opportunity in which they are applying.
- 5) Must be current with all Financial reporting (Quarterly, annually)

The following application materials will be required when applying for an award:

- Grant Application filled in its entirety through Amplifund, including the budget template
- Mandatory Disclosures
- Conflict of Interest Affidavit (Grantee)
- Supporting Documentation of requested funds, including but not limited to;
 - a) Invoices/lease agreements and proof of payment matching the requested funding amount, listed in a detailed breakdown of per unit costs, accessories, training, and data storage. Bundled invoices can be accepted if costs of items are listed to show per line item in the bulk pricing.
 - 1) Data storage costs for body worn cameras and in-car cameras must be listed separately, if bundled. Only data storage costs for body worn cameras are allowable.
 - b) Additionally, for In-Car Cameras:
 - 1) Proof of installation, including serial numbers, via work-order and proof of payment at time of application submission for reimbursement

Grantees will be asked to verify: a) that any awarded advance funding will be held in a segregated, interest-bearing account if required by Administrative Rule; b) that the agency has already purchased, or will purchase or execute an agreement to purchase the subject equipment within six months of award; c) that the proper procurement process will be utilized; and d) that it will not have a conflict of interest with the selected vendor.

Please note: acceptance of the NOSA does not constitute an award. An agreement will need to be executed in order to constitute an award.

Milestones:

The period of performance for this grant is five years. During that period, grantees whose procurement methods are Reimbursement, Advanced Funding or Working Capital must submit the following:

1. Periodic Performance Reports (PPR) as stated in Exhibit D
2. Periodic Financial Reports (PFR)- as stated in Exhibit D
3. Annual reporting requirements per Camera Grant act as stated in Exhibit D

For Periodic Performance Report (PPR) in lieu of listing deliverables please attach the annual report template with data respective to the quarter in which you are reporting on. All reporting is required to be uploaded into Amplifund via Documents-Public folder.

Quarterly Reporting is due as follows in Amplifund:

Q1: July 1- September 30 due on October 1st

Q2: October 1-December 31 due on January 1st

Q3: January 1- March 31 due on April 1st

Q4: April 1-June 30 due on July 1st

**EXHIBIT C
CONTACT INFORMATION**

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Allison Mesecher

Title: Grant Manager

Address: 500 S. 9th Street, Springfield, IL 62701

GRANTEE CONTACT

Name: David DeMik

Title:

Address: 208 E Main St

Peotone, IL 60468

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Allison Mesecher	Name: David DeMik
Title: Grant Manager	Title:
Address: 500 S. 9th Street, Springfield, IL 62701	Address: 208 E Main St Peotone, IL 60468
Phone: 217-558-1542	Phone: 708-258-3003
TTY#:	TTY#:
E-mail Address: PTB.Grants@illinois.gov	E-mail Address: ddemik@villageofpeotone.com

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Financial Reporting: Grantees must submit quarterly Periodic Financial Reports (PFRs) of their actual cash disbursements for reimbursement, advanced, or working capital procurements in the GATA Required Periodic Performance Report (PPR) and Periodic Financial Report (PFR) demonstrating all allowable expenditures with backup documentation for each quarter of operations until the end of the grant term. Grantees must submit PPRs/PFRs to their Amplifund account following the schedule listed in Exhibit B. For the PPR submission please utilize and attach the annual reporting Excel template to your Amplifund Public Documents. Reports are required throughout the term of the agreement.

Annual Reporting:

Each law enforcement agency receiving a grant for **in-car video cameras** under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly (see below for email address) on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include the following: (1) the number of cameras received by the law enforcement agency; (2) the number of cameras actually installed in law enforcement agency vehicles; (3) a brief description of the review process used by supervisors within the law enforcement agency; (4) a list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter. Proceedings to which this paragraph (4) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains; and (5) any other information relevant to the administration of the program.

The Annual reports will be sent to:

ILETSB: PTB.CameraReporting@illinois.gov

Governor: gov.reports@illinois.gov

General Assembly: reports@ilga.gov

Each law enforcement agency receiving a grant for **officer-worn body cameras - data storage** under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly (see below for email addresses) on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include: (1) a brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras; (2) the number of officer-worn body cameras utilized by the law enforcement agency; (3) any technical issues with the equipment and how those issues were remedied; (4) a brief description of the review process used by supervisors within the law enforcement agency; (5) for each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations: (A) the time, date, and location of the incident; and (B) the offenses charged and the date charges were filed; (6) for a recording used in a civil proceeding or internal affairs investigation: (A) the number of pending civil proceedings and internal investigations; (B) in resolved civil proceedings and pending investigations: (i) the nature of the complaint or allegations; (ii) the disposition, if known; and (iii) the date, time and location of the incident; and (7) any other information relevant to the administration of the program.

The Annual reports will be sent to:

ILETSB: PTB.CameraReporting@illinois.gov

Governor: gov.reports@illinois.gov

General Assembly: reports@ilga.gov

Additional Information: From time to time, the Board may request any other information relevant to the program's administration.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 03-Financial and Programmatic Reporting

Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Timeframe: One year.

ICQ Section: 04-Ability to Effectively Implement Requirements

Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment.

Grantees must maintain documentation of additional prior approvals from grantee management. The state agency may request to review plan and documentation at its discretion.

Risk Explanation: Medium to high risk increases the likelihood; unallowable costs or services, audit findings and questioned costs and fraud, waste and abuse that would be required to be returned to the state and federal government; subrecipients are not compliant with grant requirements, budgeting and expenditure of funds is in conformity with 2 CFR 200.

How to Fix: Requires development of a plan and timeline to correct deficiencies identified in the risk assessment. The state agency may request to review plan and documentation at its discretion.

Timeframe: One year from the implementation of additional controls/corrective action plan.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

[Here is where Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of **PART TWO** should be ARTICLE XXIII and the first paragraph should be 23.1.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART TWO**.]

- 23.1 Pre award costs identified in Section 4.2 may be claimed for reimbursement if they are directly related to and allowable under the program specific terms.
- 23.2 The Period of Performance is five years from the date of execution of the Uniform Grant Agreement.
- 23.3 Indirect costs referenced in Section 7.2 are not authorized under this award.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

[Here is where Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART THREE**.]

24.1 In addition to the reporting requirements of Section 5.1, grantees must also comply with the reporting requirements of 50 ILCS 707/15 and 50 ILCS 707/20 if they were awarded body worn or in-car cameras, respectively.

STATE OF ILLINOIS)
) SS.
COUNTY OF W I L L)

CLERK'S CERTIFICATE

I, **Stacey Hartwell**, the duly appointed Village Clerk of the Village of Peotone, Will County, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2026-R-_____

A RESOLUTION RATIFYING THE ACCEPTANCE OF A FY26 LAW ENFORCEMENT CAMERA GRANT IN THE AMOUNT OF \$60,832.92

which was passed by the Board of Trustees of the Village of Peotone at a regular meeting held on the ____ day of _____, 2026, at which meeting a quorum was present, and approved by the President of the Village of Peotone on the _____ day of _____, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Peotone was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Peotone, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Peotone, this ____ day of _____, 2026.

Village Clerk

[SEAL]



Board of Trustees Memo

TO: Chris Vieaux, Mayor
Village Board of Trustees

From: Nick Palmer, Village Administrator

Date: April 10, 2026

Subject: Resolution waiving competitive bidding and approving a Master Service and Purchasing Agreement with Axon Enterprise, Inc.

For Agenda: Board Meeting – 4/13/26 **Administrator sign off:** *NMP*

Agenda item:

Resolution waiving competitive bidding and approving a Master Service and Purchasing Agreement with Axon Enterprise, Inc.

Background:

The Safety, Accountability, Fairness and Equity-Today (SAFE-T) Act is a sweeping Illinois criminal justice reform law passed in 2021. This law mandates that all law enforcement agencies statewide must deploy officer-worn body cameras by January 1, 2025. It strengthens regulations on camera usage, enhances evidence-gathering transparency, and enforces stricter accountability measures regarding police interactions and misconduct.

Peotone began deploying officer-worn body cameras in 2024 as part of a previous agreement with Axon Enterprises, Inc. This previous agreement covered eight body cameras and much of the related equipment necessary for these camera systems to work.

The Police Chief has worked with Axon Enterprises, Inc., to draft a new comprehensive agreement that will include all the Police body cameras bringing the total number to twelve. In addition, the new proposed agreement includes six car cameras.

The new agreement with Axon includes the following:

- Twelve (12) body-worn cameras (Axon Body 4)
- Software licensing & unlimited storage for all body-worn cameras
- Six (6) Fleet (in-car) camera systems with licensing, storage, and full installation
- One (1) Outpost Camera (Fixed LPR) – provided at no-cost as part of a pilot-program

Additional items included are:

- Redaction Assistant software
- Community Link – allows direct video shares from businesses and residents
- Live Stream (Fusus) – provided at no-cost (\$26,164.80 value) following negotiation of agreement
- Virtual training (PSO) for proper setup and deployment of the body-worn cameras

Another positive of this new agreement is that the technology will be refreshed regularly throughout the life of the agreement. The body cameras and docks will be refreshed every 2.5 years (2028, 2031, 2033, 2036). The Fleet Car Cameras will be refreshed every 5 years (2031 and 2036). The Outpost LPR Camera will also be refreshed every 5 years (2031 and 2036).

All the equipment is fully covered for the next ten (10) years and if anything goes down, Axon will replace it at no extra costs.

Fiscal Impact:

The total cost for a ten-year period is \$344,921.22. This cost will be reduced by \$60,832.92 due to the FY 26 Law Enforcement Camera grant and will be the only expenditure for the first year. The balance of \$284,089.22 will be spread over the remaining nine years. This is approximately \$31,565.36 annually which will need to be budgeted for in future Village budgets.

Board action:

Approve Resolution waiving competitive bidding and approving a Master Service and Purchasing Agreement with Axon Enterprise, Inc.

Supporting documents:

- Resolution waiving competitive bidding and approving a Master Service and Purchasing Agreement with Axon Enterprise, Inc.
- Master Service and Purchasing Agreement with Axon Enterprise, Inc. (included as part of resolution as Attachment A).
- Axon price quote document (included as part of resolution as Attachment A)

RESOLUTION NO. 2026-R-_____

Resolution waiving competitive bidding and approving a Master Service and Purchasing Agreement with Axon Enterprise, Inc.

WHEREAS, the Village of Peotone (the "Village") is an Illinois municipal corporation situated in Will County; and

WHEREAS, the Village always seeks to obtain the most qualified bidders at the best pricing for work need by the Village; and

WHEREAS, the Village's Police Department has been mandated by the State of Illinois to deploy office-worn body cameras;

WHEREAS, the Police Chief investigated various options for both body-worn cameras and car-cameras for the Police Department; and

WHEREAS, the Police Chief recommends approval of the quote submitted, and award of the Master Service and Purchasing Agreement with Axon Enterprise, Inc., in accordance with the proposal and contract attached hereto as **Exhibit A** and incorporated herein (the "Contract").; and

WHEREAS, the Village desires to waive competitive bidding and approve the award of the Contract attached hereto as **Exhibit A** for the Master Service and Purchasing Agreement with Axon Enterprises, Inc.; and

WHEREAS, the Village of Peotone's FY 27 budget includes funding for this work; and

WHEREAS, the Village may waive competitive bidding by a two-thirds vote of the Board of Trustees pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1); and

WHEREAS, the Village President and Board of Trustees believe and hereby declare that it is in the best interests of the Village to waive competitive bidding and award the Contract for the Master Service and Purchasing Agreement with Axon Enterprises, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF PEOTONE, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: Recitals Incorporated. Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution as if fully set forth herein.

SECTION TWO: Contract Approved. The President and Board of Trustees waive competitive bidding requirements and approve the award of the Contract for Master Service and Purchasing Agreement with Axon Enterprises, Inc. consistent with the terms and conditions set forth in **Exhibit A**. The Village President and/or the Village Administrator, and their designees, are hereby authorized to execute the proposal and contract attached hereto as **Exhibit A** and incorporated herein, subject to review and revision as to form by the Village Attorney, and to enter into any ancillary agreements and documents and to take such other action as necessary to effectuate this Resolution and the Village's performance of the Contract.

SECTION THREE: Repeal. Any policy or resolution of the Village that conflicts with the provisions of this Resolution shall be and hereby is repealed to the extent of such conflict.

SECTION FOUR: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this ____ day of _____, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2026, by the Village President of the Village of Peotone, and attested by the Village Clerk, on the same day.

Village President

ATTEST:

Village Clerk

EXHIBIT A

Quote & Master Service and Purchasing Agreement with Axon Enterprises, Inc.

(ATTACHED)

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

1. **Definitions.**

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

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

- 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term, unless earlier terminated pursuant to Section 17, ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Intentionally Omitted.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due in accordance with the Illinois Local Government Prompt Payment Act (30 ILCS 505/). Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Customer will pay interest on all past-due sums at the rate specified in the Illinois Local Government Prompt Payment Act (30 ILCS 505/). Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control,

or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

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

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

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

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

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of

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

- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
- 17.4. **Notice of Early Termination.** By giving written notice to Axon, no earlier than one hundred and eighty (180) days and no later than ninety (90) days before the fifth anniversary of the date of this agreement, the Customer shall have the right, in its sole discretion, with or without cause, to terminate this agreement effective upon the fifth anniversary date. If the Customer shall give such notice, the parties shall continue to perform their respective obligations under this Agreement until such termination date.
18. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

AXON:

Axon Enterprise, Inc.

CUSTOMER:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata)

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

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 - 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 - 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
 - 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.
 - 13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
 - 13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
 - 13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
 - 13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:**
 - 14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.
 - 14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. Hardware Allowance. If Customer purchases a hardware allowance, Customer may select hardware up to the value of the allowance. Axon does not provide refunds for unused portions of the allowance.

15. Carbyne Products and Services

15.1. Privacy Policy. Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

15.2. Data Retention and Storage. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.

16. Prepared Products and Services.

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

17. Axon Community Request Storage. If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

18. Performance Auto-Tagging Data. If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

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

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

19.2. 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;

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

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

- 19.5.access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 19.6.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
 - 19.7.use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
 21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Professional Services Appendix

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

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

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.</p>
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.</p>
<p>Users go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.</p>
<p>Post go-live review</p>

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

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Dock access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>User go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p><u>Implementation document packet</u> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • For the CEW Full-Service Package: On-site assistance included. • For the CEW Starter Package: Virtual assistance included.
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.</p>
<p>Axon Evidence Instructor Training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer's facility • For the CEW Starter Package: Training for up to 1 individual virtually
<p>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.</p>
<p>Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

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

<p>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 Customer is replacing with newer Smart Weapon models.</p>

Return of Old Weapons

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

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

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

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
<p>Axon instructor training (Train the Trainer) Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.</p>
<p>Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.</p>

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

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

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

10. **Signal Sidearm Installation Service,**

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

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures

- Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:
 1. Public Defender Case Sharing
 2. Disclosure Portal
 3. Download Links

Training

- Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.
- Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.

Go-Live Plan

- Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.

Implementation document packet

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

Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. 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.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

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

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
4. **Dedrone Refresh.** Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "Axon Fleet") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s). Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates. Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

2. Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. Axon Fleet Specific Terms.

- 3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 3.2. **Axon Vehicle Software License.** Axon grants Customer 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.
- 3.3. **Restrictions.** Customer 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.

24. Axon Outpost Specific Terms.

- 3.4. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
25. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.
26. **Vandalism or Motor Vehicle Accident Warranty.** If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of

charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

27. Axon Lightpost Specific Terms.

- 3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

28. Wireless Offload Server

- 7.1 **License Grant.** Axon grants Customer 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.
- 7.2 **Restrictions.** Customer 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.
- 7.3 **Updates.** If Customer 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. Customer 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.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
29. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; 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 Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

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

1. Definitions.

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

2. Purpose and License.

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

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

4. Customer Responsibilities. When using API Service, Customer and its End Users shall 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 virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

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

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

Axon Event Offer Appendix

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

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

QUOTE

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1 800 978 2737

Q-804134-46108.JH

Issued: 03/27/2026

Quote Expiration: 04/30/2026

Estimated Contract Start Date: 05/01/2026

Account Number: 482622

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debt Amount: \$0.00



SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Village of Pectone 208 W Main St Pectone, IL 60468-4841 USA	Pectone Police Dept - IL PO Box 459 Pectone IL 60468-0459 USA Email: 36-6006044	Jonathan Hoebing Phone: Email: jhoebing@axon.com Fax:	David DeMik Phone: (708) 258-9236 Email: ddemik@villageofpectone.com Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$344,921.22
ESTIMATED TOTAL W/ TAX	\$344,921.22

Discount Summary

Average Savings Per Year	\$15,613.88
TOTAL SAVINGS	\$156,138.82

Payment Summary

Date	Subtotal	Tax	Total
May 2026	\$60,832.95	\$0.00	\$60,832.95
May 2027	\$31,565.36	\$0.00	\$31,565.36
May 2028	\$31,565.36	\$0.00	\$31,565.36
May 2029	\$31,565.36	\$0.00	\$31,565.36
May 2030	\$31,565.36	\$0.00	\$31,565.36
May 2031	\$31,565.36	\$0.00	\$31,565.36
May 2032	\$31,565.37	\$0.00	\$31,565.37
May 2033	\$31,565.37	\$0.00	\$31,565.37
May 2034	\$31,565.37	\$0.00	\$31,565.37
May 2035	\$31,565.37	\$0.00	\$31,565.37
Total	\$344,921.22	\$0.00	\$344,921.22

Quote Unbundled Price: \$501,075.00
 Quote List Price: \$420,186.60
 Quote Subtotal: \$344,921.22

Quote Unbundled Price: \$501,075.00
 Quote List Price: \$420,186.60
 Quote Subtotal: \$344,921.22

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$3,582.83)	(\$3,582.83)	\$0.00	(\$3,582.83)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	(\$2,388.45)	(\$2,388.45)	\$0.00	(\$2,388.45)
BWCUTAP10Yr	BWC Unlimited with TAP 10YR	12	120	\$157.40	\$110.46	\$110.46	\$159,062.40	\$0.00	\$159,062.40
Fleet3B-TAP10Yr	Fleet 3 Basic + TAP 10 Year	6	120	\$201.93	\$198.58	\$198.58	\$142,977.60	\$0.00	\$142,977.60
B00076	OUTPOST TAP PLAN	1	120	\$355.68	\$264.97	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	4			\$899.00	\$899.00	\$3,596.00	\$0.00	\$3,596.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00001	AB4 Camera Bundle	8			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	12	120		\$18.17	\$0.00	\$0.00	\$0.00	\$0.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	120		\$12.12	\$12.12	\$17,452.80	\$0.00	\$17,452.80
102610	AXON COMMUNITY LINK	12	120		\$18.17	\$18.17	\$26,164.80	\$0.00	\$26,164.80
A la Carte Services									
102531	PSO VIRTUAL TRAINING	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$344,921.22	\$0.00	\$344,921.22

Delivery Schedule

Hardware Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	05/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	8	1	05/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	9	1	05/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	5	1	05/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	9	1	05/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	5	1	05/01/2026
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	1	05/01/2026
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	9	1	05/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	05/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	05/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1		05/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		05/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		05/01/2026
Fleet 3 Basic - TAP 10 Year	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	6		05/01/2026
Fleet 3 Basic - TAP 10 Year	101924	AXON FLEET - TAOGUAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	6		05/01/2026
Fleet 3 Basic - TAP 10 Year	70112	AXON SIGNAL - VEHICLE	6		05/01/2026
Fleet 3 Basic - TAP 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6		05/01/2026
OUTPOST TAP PLAN	102032	AXON OUTPOST - CAMERA	1		05/01/2026
OUTPOST TAP PLAN	102488	AXON OUTPOST - SOLAR PANEL - 100W	1		05/01/2026
OUTPOST TAP PLAN	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	1		05/01/2026
OUTPOST TAP PLAN	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	1		05/01/2026
OUTPOST TAP PLAN	102552	AXON OUTPOST - POLE - STANDARD	1		05/01/2026
OUTPOST TAP PLAN	102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	1		05/01/2026
BWC Unlimited with TAP 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12		11/01/2028
BWC Unlimited with TAP 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2		11/01/2028
BWC Unlimited with TAP 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12		05/01/2031
BWC Unlimited with TAP 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2		05/01/2031
Fleet 3 Basic - TAP 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	6		05/01/2031
Fleet 3 Basic - TAP 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6		05/01/2031
OUTPOST TAP PLAN	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	1		05/01/2031
OUTPOST TAP PLAN	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	1		05/01/2031
BWC Unlimited with TAP 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	12		11/01/2033
BWC Unlimited with TAP 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	2		11/01/2033
BWC Unlimited with TAP 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	12		05/01/2036
BWC Unlimited with TAP 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	2		05/01/2036
OUTPOST TAP PLAN	102145	AXON OUTPOST - TAP REFRESH TWO - CAMERA	1		05/01/2036
OUTPOST TAP PLAN	102813	AXON OUTPOST - TAP REFRESH TWO - BATTERY ENCLOSURE EXTENDED	1		05/01/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP 10YR	73696	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	06/01/2026	05/01/2036
BWC Unlimited with TAP 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	12	06/01/2026	05/01/2036
Fleet 3 Basic - TAP 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	06/01/2026	05/01/2036
Fleet 3 Basic - TAP 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	06/01/2026	05/01/2036
OUTPOST TAP PLAN	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	1	06/01/2026	05/01/2036
A la Carte	102610	AXON COMMUNITY LINK	12	06/01/2026	05/01/2036
A la Carte	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	12	06/01/2026	05/01/2036
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	06/01/2026	05/01/2036

Services

Bundle	Item	Description	QTY
Fleet 3 Basic - TAP 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	6
Fleet 3 Basic - TAP 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	6
Fleet 3 Basic - TAP 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	6
OUTPOST TAP PLAN	102136	AXON OUTPOST - STANDARD INSTALLATION	1
OUTPOST TAP PLAN	102143	AXON OUTPOST - UPGRADE INSTALLATION	1

Services

Bundle	Item	Description	QTY
A la Carte	102531	PSO VIRTUAL TRAINING	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	12	05/01/2027	05/31/2036
BWC Unlimited with TAP 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	05/01/2027	05/31/2036
Fleet 3 Basic - TAP 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	05/01/2027	05/31/2036
Fleet 3 Basic - TAP 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	05/01/2027	05/31/2036
OUTPOST TAP PLAN	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	1	05/01/2027	05/31/2036
OUTPOST TAP PLAN	102137	AXON OUTPOST - MAINTENANCE	1	05/01/2027	05/31/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	208 W Main St	Peotone	IL	60463-8941	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	102531	PSO VIRTUAL TRAINING	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	102610	AXON COMMUNITY LINK	12	\$4,660.53	\$0.00	\$4,660.53
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$3,108.73	\$0.00	\$3,108.73
Annual Payment 1	BWCJwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$28,332.57	\$0.00	\$28,332.57
Annual Payment 1	Fleet3B-TAP10Yr	Fleet 3 Basic • TAP 10 Year	6	\$25,467.50	\$0.00	\$25,467.50
Annual Payment 1	H00001	AB4 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00001	AB4 Camera Bundle	4	\$3,596.00	\$0.00	\$3,596.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	1	\$1,638.90	\$0.00	\$1,638.90
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$2,388.45)	\$0.00	(\$2,388.45)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$3,582.83)	\$0.00	(\$3,582.83)
Total				\$60,832.95	\$0.00	\$60,832.95

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	12	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	800076	OUTPOST TAP PLAN	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102610	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 2	BWCJwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.53	\$0.00	\$14,525.53
Annual Payment 2	Fleet3B-TAP10Yr	Fleet 3 Basic • TAP 10 Year	6	\$13,056.68	\$0.00	\$13,056.68
Total				\$31,565.36	\$0.00	\$31,565.36

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102610	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 3	BWCJwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.53	\$0.00	\$14,525.53
Annual Payment 3	Fleet3B-TAP10Yr	Fleet 3 Basic • TAP 10 Year	6	\$13,056.68	\$0.00	\$13,056.68
Total				\$31,565.36	\$0.00	\$31,565.36

May 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102610	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 4	BWCUnwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.53	\$0.00	\$14,525.53
Annual Payment 4	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	6	\$13,056.68	\$0.00	\$13,056.68
Total				\$31,565.36	\$0.00	\$31,565.36

May 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102610	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 5	BWCUnwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.53	\$0.00	\$14,525.53
Annual Payment 5	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	6	\$13,056.68	\$0.00	\$13,056.68
Total				\$31,565.36	\$0.00	\$31,565.36

May 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	102610	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 6	BWCUnwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.53	\$0.00	\$14,525.53
Annual Payment 6	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	6	\$13,056.68	\$0.00	\$13,056.68
Total				\$31,565.36	\$0.00	\$31,565.36

May 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	102610	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 7	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 7	BWCUnwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.52	\$0.00	\$14,525.52
Annual Payment 7	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	6	\$13,056.69	\$0.00	\$13,056.69
Total				\$31,565.36	\$0.00	\$31,565.36

May 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	102610	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 8	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 8	BWCUnwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.53	\$0.00	\$14,525.53
Annual Payment 8	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	6	\$13,056.69	\$0.00	\$13,056.69
Total				\$31,565.37	\$0.00	\$31,565.37

May 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	102610	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 9	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 9	BWCUnwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.53	\$0.00	\$14,525.53
Annual Payment 9	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	6	\$13,056.69	\$0.00	\$13,056.69
Total				\$31,565.37	\$0.00	\$31,565.37

May 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	102510	AXON COMMUNITY LINK	12	\$2,389.36	\$0.00	\$2,389.36
Annual Payment 10	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	12	\$1,593.79	\$0.00	\$1,593.79
Annual Payment 10	BWCwTAP10Yr	BWC Unlimited with TAP 10YR	12	\$14,525.53	\$0.00	\$14,525.53
Annual Payment 10	Fleet3B-TAP10Yr	Fleet 3 Basic + TAP 10 Year	6	\$13,056.69	\$0.00	\$13,056.69
Total				\$31,565.37	\$0.00	\$31,565.37

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-457503, Q-559588.

Agency is terminating those contracts effective 6/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -\$5,971.28

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Outstanding Invoice - INUS409606 - 1/1/2026 - \$8,096.88

Outstanding Invoice - INUS410290 - 1/1/2026 - \$1,300.65

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

3/27/2026



STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, **Stacey Hartwell**, the duly appointed Village Clerk of the Village of Peotone, Will County, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2026-R-_____

Resolution waiving competitive bidding and approving a Master Service and Purchasing Agreement with Axon Enterprise, Inc.

which was passed by the Board of Trustees of the Village of Peotone at a regular meeting held on the ____ day of _____, 2026, at which meeting a quorum was present, and approved by the President of the Village of Peotone on the _____ day of _____, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Peotone was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Peotone, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Peotone, this ____ day of _____, 2026.

Village Clerk

[SEAL]