

AGENDA
BOARD OF PUBLIC SAFETY
Tuesday, March 25, 2025

9:00 A.M.

Council Chambers

Municipal Building, 229 S. Second Street, Elkhart, IN 46516

<https://signin.webex.com/join>

1-415-655-0001 Meeting number 2310 327 3519

Password Safety25

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. APPROVE MINUTES: Regular Meeting March 11, 2025**
- 4. POLICE DEPARTMENT**
 - **Contract with Faro Technologies**
 - **Request Purchase of Genasys, Inc. Protect Platform**
 - **Citizens Academy April 15-June 17, 2025**
- 5. FIRE DEPARTMENT**
 - **Board of Safety Resolution 25-R-02, 25-R-03, 25-R-04, 25-R-05, 25-R-06, 25-R-07, 25-R-08 Transfer of Surplus Property to Motor Pool**
- 6. COMMUNICATIONS CENTER**
- 7. BUILDING AND CODE ENFORCEMENT**
 - **Ratify Compliance Agreement for 3212 Pleasant Plain**
- 8. OTHER PUBLIC SAFETY MATTERS**
 - **Police & Fire Merit Commission Minutes**
- 9. PUBLIC PARTICIPATION**
- 10. ADJOURNMENT**

BOARD OF PUBLIC SAFETY
Tuesday, March 11, 2025

Chairman Kara Boyles called a regular meeting of the Board of Public Safety (BOS) to order at 9:00 a.m., Tuesday, March 11, 2025. Clerk Nancy Wilson called the roll. Kara Boyles, Laesha Black, Dacey Davis, and Tessa Barnes were present. Anthony Coleman was absent.

1. APPROVE AGENDA

On motion by Laesha Black, seconded by Dacey Davis and carried 4-0, the agenda was approved as presented.

2. MINUTES- Regular Meeting February 25, 2025

On motion by Laesha Black, seconded by Dacey Davis and carried 4-0, the minutes from February 25, 2025 were approved as presented.

3. POLICE

Chief Milanese presented a contract with DELL Technologies to purchase 20 DELL Desktop Computers. City Attorney Rose Rivera asked the Board to approve contingent upon Legal approval, and give Captain Snider authorization to sign the final contract. On motion by Dacey Davis, seconded by Laesha Black and carried 4-0, the Board approved the Contract between the EPD and DELL Technologies contingent upon Legal approval, and gave Captain Snider authorization to sign the final contract.

Chief Milanese presented a request to purchase the 20 Parallel remote application license for the remote server to access our RMS data system from CDW*G. City Attorney Rose Rivera asked the Board to approve contingent upon Legal approval, and give Captain Snider authorization to sign the final contract. On motion by Dacey Davis, seconded by Laesha Black and carried 4-0, the Board approved the Contract between the EPD and CDW*G contingent upon Legal approval, and gave Captain Snider authorization to sign the final contract.

4. COMMUNICATIONS CENTER

Dustin McLain said this week is Indiana Emergency Response week. The Emergency alarms will go off today at 10:15 a.m.

5. BUILDING AND CODE ENFORCEMENT

Tim Vistine presented a Compliance Agreement for 910 S. Second Street for ratification. On motion by Dacey Davis, seconded by Laesha Black and carried 4-0, the BOS ratified the Compliance Agreement between the City of Elkhart and Ruben Anzaldua regarding the property address 910 S. Second Street, Elkhart, Indiana.

6. OTHER PUBLIC SAFETY MATTERS

Police and Fire Merit Commission Minutes

On motion by Dacey Davis, seconded by Laesha Black and carried 4-0, the Police Merit Commission Minutes from February 10, 2025 were accepted and placed on file.

7. ADJOURNMENT

Chairman Kara Boyles adjourned the Board of Safety meeting at 9:19 a.m.

_____ Kara Boyles, Chairman

Attest: _____ Nancy Wilson, Clerk of the Board

Rod Roberson
Mayor

Dan Milanese
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

March 20, 2025

Board of Public Safety
Municipal Building
229 Second Street
Elkhart, Indiana 46516

RE: Faro Technologies

Dear Board Members,

I am requesting approval to renew our software contract with Faro Technologies. The Faro is used to map crime scenes and accidents where there is potential for death or serious injuries. We have been using the software to create 3D representations of these types of scenes. This renewal will allow us to continue to provide this service. The contract is approved by Legal.

Please let me know if you have further questions that I can answer. I look forward to your approval of this request.

A handwritten signature in blue ink, appearing to read "Dan Milanese", is written over a horizontal line.

Chief Dan Milanese
Elkhart Police Dept.
574-295-7070



STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser from FARO Technologies, Inc. ("FARO"), its affiliates, subsidiaries and related companies except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order or quotation issued by FARO or approved by FARO (each, an "Order"). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. If any conflict exists between local law and any section of these terms and conditions, the local law shall apply and replace only that section.

ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS AND ANY ORDER, BOTH OF EITHER OF WHICH MAY BE DELIVERED TO PURCHASER IN ELECTRONIC FORM BY FARO, SHALL BE DEEMED TO HAVE OCCURRED UPON THE EARLIER OF EXECUTING OR ACCEPTING THESE STANDARD TERMS AND CONDITIONS OR TAKING DELIVERY OF ANY PRODUCTS. ANY DEVIATION FROM, OR EXCEPTIONS TO, THESE TERMS AND CONDITIONS MUST BE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF FARO.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00 (Definitions).

1.0 Payment of Purchase Price

1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).

of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.

1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations, or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.

1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:

- a. the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;
- b. the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;
- c. the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers) hereof;
- d. the right to terminate any existing Software license agreement with Purchaser; and
- e. the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).

1.05 Except as expressly set forth in Section 4.06 (Factory Repairs), FARO does not permit returns on any Products shipped. In addition, FARO does not permit returns of Software delivered digitally, including Software downloaded by Purchaser or Software activated by a product key received by Purchaser via electronic mail, flash drive, memory card, or similar type of electronic delivery system.

1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.

Purchaser's consent.

2.0 Delivery and Transportation

2.01 Delivery dates set forth in the Order are estimates and not guarantees and are based upon conditions at the time such estimate is given.

2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01 (Force Majeure/ Entire Agreement / Governing Law / Miscellaneous)). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.

2.03 If there is a shortage of Product, excessive demand for Product, or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.

2.04 Responsibility for all costs and risks in any way connected with the storage, transportation, and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit, or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.

2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.

2.06 FARO does not assume any risk for (i) late deliveries of goods, (i) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines)

3.0 Installation, Operator Training and Maintenance

3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product, and setting up of Product for operation.

3.02 Subject to Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers), Purchaser shall be responsible for all maintenance of Product.

training at its discretion. Any training not completed within the Training Period is forfeited by the Purchaser.

3.04 Understanding that training is invoiced upon ordering the training and paid in advance, there may be additional penalties for changing training dates in some circumstances. Purchaser may freely cancel or reschedule a confirmed training class with more than ten (10) working days' notice prior to the date of the scheduled training class at no additional cost. If the Purchaser cancels or reschedules a confirmed training class with less than ten working days' notice prior to the date of the scheduled training class, but prior to the date of training, Purchaser may be charged up to an additional fifty percent (50%) of the cost of training to reschedule. Rescheduling training on the date of training is not allowed. Any training that is not attended by Purchaser on the confirmed date of the training must be repurchased by Purchaser to be rescheduled.

4.0 Warranties and Exclusions; Exclusive Remedies and Disclaimers

4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will be secure from cyber-threats or operate in an uninterrupted or error free manner.

4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.

4.03 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire one (1) year after the day that the Product is shipped from FARO (the "Warranty Period"), at the end of the month during which the Product is shipped.

4.04 To properly make a claim under the Warranties, Purchaser must deliver written notice of the claim to FARO during the Warranty Period, at FARO's contact information set forth on the Order, together with a description of such claim in reasonable detail. Within a reasonable time following receipt of such proper notice, FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any claim reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product, of equal or greater performance, or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation. As for such additional needed repairs, FARO shall quote

4.05 The Warranties shall not apply to or cover:

- a. Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the abilities for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure, or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.
- b. Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, fan filter cleaning and system clock battery replacement.
- c. Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with Section 4.11 or FARO's prior express written consent is obtained.
- d. Any defect in or related to Product which FARO cannot duplicate with reasonable effort.
- e. Any defect in or related to Product caused by materials, including hardware, software, or data not supplied by FARO.
- f. Any defect caused or resulting from accident; physical, electrical or magnetic stress; failure of electric power, air condition or environmental controls; or use in or with defective or non-compatible equipment, hardware, software or data.
- g. Any defect or problem caused by changes in the operating characteristics of computer systems, hardware, or software developed after Product is delivered.
- h. Any Product exported by Purchaser outside of the country of purchase.
- i. Any demonstration or used Product.
- j. Any services of FARO. **ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**
- k. Any Third-Party Product sold or included with the Products. Such Third-Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. **OTHERWISE, SUCH THIRD-PARTY PRODUCTS ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

4.06 Factory Repairs

- c. IF PRODUCT IS UNDER STANDARD WARRANTY: Purchaser agrees to ship Product to FARO at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.
- d. IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product, of equal or better performance ("Temporary Replacements"), as appropriate, while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.
- e. IF PRODUCT IS NOT UNDER ANY WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.

4.07 FARO may utilize new or refurbished components of Product to perform any Warranty service.

4.08 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust, or replace Product, with a similar or newer product, as provided in Section 4.04.

4.09 DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS, OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

4.10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.

- a. Product is currently within the Warranty Period;
- b. The new owner is, or becomes, a Certified User; and
- c. FARO Customer Service is informed of and approves of the transfer.

4.12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User approved by FARO Customer Service, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third-party.

4.13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.

4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

5.0 Limitations of Liability

5.01 In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from the Product or inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, losses arising from virus, ransomware, or cyber-attacks, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as when Temporary Replacements are provided per Section 4.06(d)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive, and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from the Product, or test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.

5.02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the

5.03 The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions and that the same form an essential basis of the bargain between the parties.

6.0 Design Changes

6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date. FARO reserves the right to substitute similar products of the same value without prior notification to the Customer.

6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7.0 Intellectual Property

7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

7.02 Purchaser acknowledges and agrees that the Products (including Software) contains trade secrets, confidential, and proprietary information of FARO and shall maintain all Products (including Software) as confidential and proprietary information of FARO. Purchaser shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, confidential, and proprietary information of FARO than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions or for purpose of making one (1) archival or back-up copy of the Software) alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Products (and Software), in whole or in part, or permit access to or use thereof by any third-party.

7.03 Purchaser acknowledges that any unauthorized use of the Products (and Software), or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorneys' fees, costs, expenses, and injunctive relief, including without limitation

7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

8.0 Indemnification

8.01 Purchaser will defend, indemnify, and hold harmless FARO against all claims, losses, liabilities, damages, costs, and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule, or regulation

9.0 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous

9.01 FARO shall not be liable for any loss, damage, detention, or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including, without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.

9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.

9.03 No representative of FARO has any authority to modify, alter, delete, or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.

9.04 For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in the United States District Court for the Middle District of Florida, Orlando Division.



... of goods, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office within the country.

9.06 For Orders outside of the United States of America and the European Union, these terms shall be governed by local law, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office in country or, if no registered office exists, the city of the agent of FARO within the country.

9.07 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.

9.08 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.09 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT, OR ACTION RELATED THERETO OR HERETO.

9.10 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit, or other proceeding relates.

9.11 Purchaser agrees to comply with all applicable law. Purchaser shall not export or re-export any Product in violation of applicable export control law, rules or regulations. Deliveries of these goods, products, Software, technologies or know-how-transfer to countries outside the country of sale or to third parties are subject to authorization by FARO or may be prohibited. U.S.-origin goods, products, software, technologies or know-how-transfer which are of at least ten percent (10%) U.S.-origin are liable to U.S. Export Administration Regulations and export outside the country of sale may be prohibited. All export control obligations associated with a resale shall be borne by the exporter.

10.0 Definitions

10.01 "Certified User" means any person who has completed at least one full session of product-specific training for Product.

10.02 "FARO" and "FARO Customer Service" means FARO Technologies, Inc.

any software, firmware, improvements, file extensions, repairs, maintenance, enhancements, and updates of any Product.

10.04 "Purchaser" means the party buying Product and who is legally obligated under the Order.


10.05 "Software" means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs, disk drive directory organization, and content, sold pursuant to the Order.

10.06 "Purchase Price" means the agreed-upon price of Product set forth in the Order.

10.07 "Third-Party Product" shall mean any equipment, products, Software, or services of a third-party that FARO sells or makes available to Purchaser under an Order.

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**CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT
ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT**

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

STATE OF Florida)
) §
COUNTY OF Seminole)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.

b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:

i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or

ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this 18th day of February, 2025

FARO Technologies, Inc

Contractor

DocuSigned by:

Craig Cupach

D902AD70C46D40C...

Signature of Person Authorized to sign on behalf
of Contractor

Craig Cupach

Director of Sales

Printed Name and Title

Rod Roberson
Mayor

Dan Milanese
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

March 20, 2025

Board of Public Safety
Municipal Building
229 Second Street
Elkhart, Indiana 46516

RE: Genasys Protect (Evertel)

Dear Board Members,

I am requesting approval to purchase Genasys Protect real-time, secure communication and collaboration platform. This is a communication platform that replaces our previous platform that went out of business. It allows the PD to communicate via messaging and sending documents through a platform that meets CJIS standards. Several other local, state, and federal agencies are currently using Genasys. This will allow us seamless interaction with those agencies on a any multi-agency incident or event. Attached is a flyer for your review.

The contract is being finalized and the draft is attached, but it is pending approval by Legal, request permission to sign agreement upon approval of Legal.

Please let me know if you have further questions that I can answer. I look forward to your approval of this request.

A handwritten signature in blue ink, appearing to read "Dan Milanese".

Chief Dan Milanese
Elkhart Police Dept.
574-295-7070



[GENASYS PROTECT MASTER SUBSCRIPTION AGREEMENT (MSA)]

Commented [HC1]: Genasys accepted all agreed upon changes. This draft only reflects the open items.

This Master Subscription Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between Genasys Inc., with a principal address at 16262 W Bernardo Drive, San Diego, CA 92127 ("Genasys") and _____, with a principal address at _____ ("Customer").

Commented [HC2]: Please add customer information.

RECITALS:

- a Genasys and its affiliates have developed certain software that is available to access online as a subscription service, together with other software applications, content and materials provided by Genasys as part of the hosted Software system or otherwise.
- B. Customer desires to access and use the Genasys Software, and Genasys desires to provide such rights to Customer, subject to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genasys and Customer agree as follows:

AGREEMENTS:

1. General Definitions.

- (a) "Confidential Information" means the Software, Customer Data, technology, business plans and information, trade secrets, written materials marked as confidential and other information that is identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. Confidential Information also excludes the Genasys Protect Master Subscription Agreement (MSA), the Quote, or attached affidavit signed by Genasys.
- (b) "CJIS Policy" means the policy set forth by the United States Federal Bureau of Investigation (FBI) for any and all organizations that access Criminal Justice Information ("CJI"), as is updated from time to time. The CJIS Policy provides controls to protect the full life cycle of CJI and provides guidance on the creation, viewing, modification, transmission, dissemination, storage and destruction of CJI.
- (c) "CJIS Security Addendum" means that certain uniform addendum to an agreement between a government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal justice information, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information is consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require. The CJIS Security Addendum is hereby expressly incorporated herein by referenced into this Agreement. Additional information, including the CJIS Responsibility Matrix for Genasys, is located here: <https://www.getevertel.com/wp-content/uploads/Evertel-CJIS-Compliance-Matrix-and-Responsibilities.pdf>
- (d) "Customer Data" means all content, data and information generated by Customer and provided by Customer and its Users to Genasys, including through inputting into the Software, such as Personal Data, media files uploaded by Customer and Notification contents. Customer Data does not include Feedback or data created by Genasys.
- (e) "Documentation" means Genasys' written or online user instructions and/or manual for the Software, as updated by Genasys from time to time.
- (f) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Customer or Users relating to the System or Genasys' Services.
- (g) "Malicious Code" means any virus, worm, trap door, back door, snoop-ware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the

Commented [HC3]: This would still be subject to the requirements in Section 7(b)

Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.

- (h) "**Notifications**" means notifications sent through or provided by the Software at Customer's instruction, such as emergency and safety alerts.
 - (i) "**Personal Data**" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail, identification numbers, financial account information, personal health information, criminal history record information, and CJI. If applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.
 - (j) "**Privacy Policy**" means Genasys' privacy policy located <https://genasys.com/privacy-policy>.
 - (k) "**Quote**" means a quote provided by Genasys and agreed to by Customer, for the provision of the Software and other Services to Customer. Quotes may be attached as an exhibit to this Agreement, but not doing so shall not affect their validity.
 - (l) "**Services**" means Genasys' hosting services for the Software, onboarding services, Software support and maintenance, and any additional consulting, professional, or other services offered by Genasys to its customers as part of or in connection with the Software, including services provided under a separate statement of work ("**SOW**") or order form for which Genasys may charge a separate fee.
 - (m) "**Software**" means the hosted Genasys software that Customer is entitled to access and use under this Agreement, including updates, upgrades, enhancements, fixes, additional features, and other modifications provided by Genasys. "Software" also includes any downloadable mobile applications and onsite software provided to Customer and its Users by Genasys.
 - (n) "**Term**" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 6(a).
 - (o) "**Third-Party Offerings**" means any applications, services, software (open source or proprietary), and other products owned by third parties that are incorporated into or interoperate with the Software.
 - (p) "**Users**" means individuals whose agency or entity is listed on Exhibit A, and who are authorized by Customer and Genasys to access and use the Software and who have been provided user identifications and passwords by Customer.
2. **Subscription to Software; Rights and Restrictions.** Genasys grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, and solely for use by Users who are authorized under Exhibit A or a supplemental order or SOW agreed to by the parties. Customer and its Users will be provided online access to the Software and any related products and Services offered by Genasys that are made available online as part of the hosted Software. Customer is also granted a license to install and use downloadable or onsite Software at Customer's location(s), and in the case of mobile apps, a license to download and use such apps on the electronic devices of Customer's Users, subject to the terms of the Genasys end user license agreement for the apps. Hosted Software will reside either on the servers of a third party that is in the business of hosting web- or cloud- based software applications (currently AWS). The Software is subject to the following terms and limitations:
- (a) **Usage.** Use of the Software is limited to Customer's own internal business purposes only and not for reselling to a third party. Customer may authorize Users to access and use the Software and related materials that Genasys makes available with the Software. Where applicable, Customer will ensure the number of authorized Users and/or contacts do not exceed those authorized in the applicable Quote. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement. Genasys' representations, warranties and commitments set forth in this Agreement are made only to Customer, not to Users.
 - (b) **Updates and Modifications.** Customer acknowledges and agrees that the Software, Documentation and other materials that may be made available by Genasys as part of the Software may be updated and modified from time to time, in Genasys' sole and reasonable discretion. Updates to the Software will be made available to Customer at no additional charge; this does not include optional features or different versions of the Software for which Genasys has a separate charge. Customer agrees that its purchase of the Services is not contingent on Genasys' delivery of any particular future functionality or features in the Software.
 - (c) **Restrictions.** Customer will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, data programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it in order to build a

competitive product or service, or copy any features, functions or graphics of the Software. Customer will not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis.

(d) Acceptable Use Terms. Customer agrees that it and its Users:

- will not share the Software or its data with any unauthorized third party or user.
- will not use the Software in any manner that is unlawful or is prohibited by this Agreement, or that may damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software.
- will not obtain or attempt to obtain any materials or information on or through the Software through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
- will not use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Software or any of its contents.
- will not upload to the Software any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.
- will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Software or Documentation other than for their authorized purposes.
- will not delete or alter any proprietary rights or attribution notices in any content or materials, including Documentation obtained through the Software.

(e) Customer Responsibilities. Customer agrees to conduct only authorized business on the Software and is responsible for all activity occurring in the Customer's account. Customer shall ensure compliance with Genasys Privacy Policy and all applicable U.S. federal and state laws and regulations regarding consumer, data protection and privacy, including obtaining User's consent where required. Customer is responsible for its Users' compliance with the restrictions and other terms of this Agreement, and will promptly notify Genasys of any material breach by any of them. Customer is solely responsible for all content uploaded by it and its Users to the Software and for all Notifications transmitted through the Software, including but not limited to ensuring that appropriate data exchange agreements are in place. Customer is responsible for any breach of these terms by its Users. Genasys may monitor the Software to verify compliance with this Agreement.

(f) Third-Party Offerings. Some of Software offerings may contain features designed to interoperate with Third-Party Offerings. To use such features, Customer may be required to obtain access to such Third-Party Offering from its provider. If the provider of a Third-Party Offering ceases to make it available for use with the Software on terms acceptable to Genasys, Genasys may cease providing such features without entitling Customer to any refund, credit, or other compensation. If Third-Party Offerings are embedded in the Software (such as open source components) or provided by Genasys as an integrated part of the Software, they are governed by the applicable terms of this Agreement unless Genasys provides a separate third-party license or subscription agreement for such Third-party Offerings to Customer. Third-Party Offerings are authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

3. Other Services.

(a) Technical Support and Maintenance. Genasys will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software. Genasys will provide Customer with telephone, email and/or web-based technical support and maintenance Services to assist Customer in utilizing the Software. Critical requests (Software system is down or unusable) will be addressed by Genasys on a 24/7 basis. Less critical requests will be addressed during Genasys' business hours. Genasys support personnel will use reasonable, good faith efforts to resolve material support issues in a timely manner. Genasys may update its support and maintenance policies from time to time, upon notice to Customer. Genasys is not responsible for problems caused by third-party software or services or by other causes outside of Genasys' reasonable control.

(b) Professional Services. Upon Customer's request and subject to a separate written order, SOW or Agreement addendum between the parties, Customer may purchase additional Services from Genasys. All such Services are subject to the terms and conditions set forth in such SOW, order or addendum as well as this Agreement. If there is a conflict, such SOW, order or addendum will have priority over the terms of this Agreement.

4. Ownership.

- (a) **Genasys Ownership.** Genasys and its affiliates own and retain all right, title and interest in and to the Software, Genasys' trademarks and service marks, Genasys' website and its contents, any custom developments, training and other written or electronic documents and materials provided by Genasys that relate to the Software, and all intellectual property rights in the foregoing ("Genasys IP"), subject to the rights granted in this Agreement. Genasys IP may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Genasys.
- (b) **Data Ownership and License.** As between the parties, Customer owns all Customer Data provided by it and its Users. Customer shall deliver Customer Data to Genasys as reasonably requested by Genasys. Genasys owns all data, metadata and any materials developed or created by it in connection with this Agreement, including any GIS-formatted databases. Customer hereby grants to Genasys a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, fully paid-up license to use, reproduce, modify, prepare derivative works, distribute, sublicense, perform, display, and otherwise exploit aggregated and anonymized Customer Data in connection with the Services and Genasys' business, including without limitation for the purpose of promoting and providing its Software and services to others. Genasys may use and share Customer Data with third parties as necessary or appropriate to provide the Services to Customer, to comply with Genasys' legal obligations, and to exercise its legal rights. In addition, to the extent permissible by applicable law, Genasys may share aggregated anonymized data generally for the purpose of improving functionality and performance of the Software to trusted service providers that do not have an independent use of the information provided that Genasys discloses such information to them and have agreed to adhere to Genasys privacy rules and only use the information for providing Users the service(s).
- (c) **Usage Data.** The Software tracks metadata, other usage data and statistics related to Customer's and Users' use of the Software ("**Usage Data**") and provides such data to Genasys. Genasys shall own such Usage Data and may aggregate, use, distribute and sell Usage Data for any legal purpose, including without limitation to provide services, for marketing, and to improve the Software and Genasys' other products and services. Usage Data does not include any Personal Data or encrypted data, and except as otherwise provided herein, not provide such data to any third party unless it has been anonymized and/or aggregated with other customers' and users' data, so that it is not identifiable as to any individual or customer.
- (d) **Feedback.** Genasys shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into Genasys' software, products and services. Genasys shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback.

5. **Fees.**

- (a) **Fees.** Customer's access to the Software is subject to timely payment of the fees specified in the applicable Quote (the "**Fees**"). Fees for the Services are based on the type of Software for which access rights are purchased, regardless of actual usage. Payment is due upon receipt of the invoice.
- (b) **Taxes.** Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Genasys' net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Genasys upon request.
- (c) **Past Due Amounts.** If any amounts owed by Customer are thirty (30) or more days overdue, Genasys may, without limiting its other rights and remedies: (i) suspend Customer's access to the Software under Section 6(d); or (ii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable.
- (d) **Other.** Genasys understands and agrees that in the event no funds or insufficient funds are appropriated by the Common Council under this Agreement, Customer shall immediately notify Genasys in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the City. In no event shall said termination of this Agreement or City's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by City in any amounts in excess of those previously funded.

6. **Term and Termination; Suspension.**

- (a) **Term.** This Agreement begins on the Effective Date specified above and will continue for the initial term specified in the applicable Quote (the "**Initial Term**"). At the end of the Initial Term, at the request of Customer, this Agreement will renew for an additional twelve (12) month renewal term (each a "**Renewal Term**") at Genasys' then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.

- (b) **Termination for Cause.** Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
- (c) **Suspension.** Genasys may suspend Customer's and its Users' access to the Software (i) upon ten (10) days' prior written notice and opportunity to cure the breach, if Customer is in material breach of this Agreement, including past-due fees; or (ii) immediately, if improper use of the Software is causing or is likely to cause material harm to the Software or to Genasys, or if there is an actual or suspected violation of law. Genasys will promptly notify Customer of the suspension. Genasys will limit a suspension under subsection (ii) to that which is reasonable under the circumstances.
- (d) **Effect of Termination.** Upon final termination of this Agreement, Customer will no longer have access to the Software. Customer will promptly pay all outstanding amounts owed to Genasys and, if this Agreement was terminated for cause by Genasys, any unpaid fees covering the remainder of the Term. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive, including without limitation terms regarding payment, ownership, perpetual licenses, confidentiality, limitations of liability, indemnity and disclaimers.

7. **Confidential Information.**

- (a) **Confidentiality Obligations.** The receiving party of Confidential Information (i) shall not disclose any Confidential Information to any person other than its employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.
- (b) **Legally Required Disclosures.** The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with a public records act, open records act or other similar laws or regulations; provided that (i) it gives the disclosing party, if legally permissible, reasonable prior notice of the disclosure request; and (ii) it reasonably cooperates with the disclosing party in any responses to such request, including any reasonable objections to the disclosure request. Where Customer is a governmental agency, Customer may disclose, pursuant to a public records act disclosure request, any information that appears on a publicly available website in static form. The parties acknowledge and agree, however, that the GIS-formatted database developed and made available online by Genasys as part of the Software is dynamic and Genasys' proprietary intellectual property and may be accessed by third parties only through such Software, and is not itself to be provided to third parties unless the parties agree, or it is so ruled by a court of competent jurisdiction, that disclosure of such GIS-formatted database is required by applicable law in a particular case. Where disclosure of the GIS-formatted database is required by law, the Customer must obtain the recipient's written agreement to use it only for informational purposes and not for commercial purposes, unless such usage restrictions violate applicable law. The parties further acknowledge and agree that the data contained in this GIS-formatted database pertains to a serious public safety interest, including dynamic evacuation information for humans and animals during a public safety event, and includes data that is critical to the accurate accumulation, management and dissemination of life-saving evacuation information. Thus, where disclosure of the GIS-formatted database is or may be required by law, Customer shall redact or segregate the information contained in the GIS-formatted database to the extent that exact dynamic evacuation information cannot be obtained from the database so as to prevent public confusion on dynamic evacuation information during a public safety event.

8. **Data Security.**

- (a) **Reasonable Safeguards.** Each party will collect and process any Personal Data of individuals contained in the Customer Data in compliance with applicable data privacy and protection laws, statutes, and regulations. Genasys agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. Customer will also maintain commercially reasonable administrative, physical, and technical safeguards and processes for protecting the security and confidentiality of its Users' passwords and account IDs for the Software. Please refer to Genasys' privacy policy on its website, which informs users of Genasys' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.
- (b) **Breach Notifications.** Customer will promptly notify Genasys if any account IDs or passwords are compromised or unauthorized persons are accessing the Software. Genasys will promptly inform Customer if

there is a material breach of the security or confidentiality of Personal Data in Genasys' possession or control. Genasys and Customer will coordinate and cooperate regarding informing any affected individuals and competent governmental authorities of a data breach as required under applicable laws and regulations.

9. Customer's Warranties. Customer represents and warrants to Genasys that:

- (a) Customer has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data, into the Software or otherwise provide such Customer Data to Genasys. Customer Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Customer and its Users will not transmit any unauthorized data or content to Genasys or the Software.
- (c) Customer and its Users will use the Software only as permitted by applicable laws and regulations, including without limitation federal and state privacy laws, FCC laws, text messaging laws, and anti-spam laws. Customer shall not send Notifications to emergency phone numbers and other numbers that may not legally be called by an automated Software. Customer agrees that it is Customer's sole responsibility to ensure that Customer and its Users are using the Software in a manner that does not violate any law or regulation.
- (d) To the extent applicable to the particular Software offering, The parties acknowledge that a third-party service provider may request that Genasys block Customer's access to certain telephone numbers ("Blocked Numbers") and in such case Genasys may deactivate access to the Blocked Numbers. At Customer's request, Genasys may provide Customer with the ability to unblock the Blocked Numbers so that Customer may send communications to the Blocked Numbers via the Software. In such event, Customer represents and warrants to Genasys that it has all rights, licenses and permits necessary to unblock, access and use the Blocked Numbers for the purposes of this Agreement. At Genasys' request, Customer will cooperate with Genasys and produce evidence of such rights to any third party that challenges the unblocking, access or use of the unblocked Blocked Numbers by Customer. Customer will defend, indemnify and hold harmless Genasys and such service provider(s) from and against any and all claims, suits, proceedings, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or incurred with respect to the unblocking for, access to and/or use of the Blocked Numbers by Customer under this Agreement.

10. Genasys Warranties and Disclaimers.

(a) Genasys Warranties. Genasys warrants to Customer as follows:

- (i) Genasys has full power and authority to enter into this Agreement and make the agreements specified herein.
 - (ii) Genasys warrants, from and after the go-live date of the Software for Customer, that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation.
 - (iii) Genasys will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.
 - (iv) Genasys will perform Services in a professional and workmanlike manner and in material compliance with the terms of the applicable Quote.
- (b) Exclusions. Genasys' warranties exclude non-performance issues that result from (i) modification of the Software by Customer or any person or entity other than Genasys; (ii) defects or problems that are outside the reasonable control of Genasys, including defects or damage resulting from use of the Software in other than its normal and authorized manner; (iii) Third-Party Offerings; or (iv) Customer's or its Users' failure to comply with due standards of care.
- (c) Remedies. In the event of a breach of any Genasys warranty, Customer shall contact Genasys within ten (10) days of Customer's discovery of the breach, specifying the breach in reasonable detail. Customer's sole and exclusive remedies and Genasys' entire liability for breach of any warranty will be:
- (i) in the case of a breach of warranty with respect to the Software, at Genasys' option, Genasys will repair any material, reproducible defect in the Software, or replace the defective part with reasonably equivalent

functionality. If Genasys is unable or fails to cure the warranty breach within a reasonable time, Genasys or Customer may, within three months of the initial occurrence of the breach, terminate this Agreement upon fifteen (15) days' prior written notice.

- (ii) In the case of a breach related to other Services, Genasys shall, at its option, either re-perform the Service at no additional charge to Customer or refund to Customer the applicable fees for such Service.
- (d) **Limitation of Warranties.** Except as expressly set forth herein, THE SOFTWARE AND ALL PRODUCTS AND SERVICES ARE PROVIDED BY GENASYS "AS IS" AND GENASYS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Genasys does not warrant that the Software or its Services are error-free. Genasys is not responsible or liable for any problems or interruptions in the Software due to issues with third-party hosting services or Internet service providers. Open source copyright holders have no liability to Customer for any reason. Warranties are not transferable to a third party, other than in connection with a permitted assignment of this entire Agreement under Section 10.
- (e) **Outgoing Software Notifications.** Customer acknowledges and agrees that: (i) Notifications sent via SMS and some other channels may not be delivered to the intended telephone if it is not in range of a transmission site or if sufficient network capacity is not available at a particular time; (ii) even within a coverage area, factors beyond the control of Genasys or the wireless or telecom carrier may interfere with Notification delivery, including without limitation Customer's or the intended recipient's equipment, terrain, proximity to buildings, foliage, weather, device settings, or other conditions; (iii) Notifications to certain numbers may be blocked; and (iv) urgent Notifications may not be timely received. Neither Genasys nor the wireless carrier warrants or guarantees that Notifications will be delivered.

11. Indemnification.

- (a) **Mutual Indemnity.** To the extent permissible by applicable law, each party (as the "Indemnifying Party") shall defend or settle at its expense any third party claim or action brought against the other party (the "Indemnified Party") arising out of the Indemnifying Party's breach of this Agreement or any grossly negligent acts or willful misconduct of the Indemnifying Party or its personnel.
- (b) **Genasys Indemnity.** Genasys shall defend or settle at its option and expense any third party claim or action brought against Customer alleging that the Software infringes a U.S. registered patent or copyright or misappropriates a trade secret. Genasys shall have no liability for any infringement claim to the extent such claim is based on: (i) modification of the Software other than by Genasys personnel; (ii) any open source or other Third Party Offering; or (iii) the combination, operation or use of the Software with any software, hardware or other materials not furnished by Genasys. In the event of an infringement claim, Genasys may at its option and expense replace or modify the Software with reasonably equivalent non-infringing functionality or procure for Customer the right to continue using the Software. If neither of these alternatives is available on a commercially reasonable basis, Genasys may terminate this Agreement and refund to Customer any prepaid fees for the period after termination. This Section 11(b) states the entire extent of the liability and obligations of Genasys with respect to any alleged infringement or misappropriation of intellectual property rights.
- (c) **Customer-Additional Indemnity.** To the extent permissible by applicable law, Customer shall defend or settle at its option and expense any third party claim or action brought against Genasys arising out or relating to (i) any infringement claims or privacy breaches arising out of the Customer Data, other than a security breach for which Genasys is responsible; (ii) use of the Software in violation of law or the terms of this Agreement; or (iii) With regard to any bodily injury, death of any person or damage to real or tangible property, Genasys agrees to defend, indemnify, and hold harmless the Customer from any and all claims, demands, actions, and causes of action by a third party which is attributable ~~to Genasys', to the malfunctioning of Genasys' software, or to~~ the gross negligence and/or intentional actions or omissions of Genasys', or any of its subcontractor's, employees, agents, and representatives. Notwithstanding any provision to the contrary, the limit of Genasys' liability under this ~~Agreement Section~~ will be capped to Genasys' liability insurance.
- (d) **Indemnification Procedure.** The Indemnified Party shall promptly notify the Indemnifying Party of the claim, grant the Indemnifying Party sole control of the defense of the claim and all related settlement negotiations, and provide the Indemnifying Party with the assistance, information and authority reasonably necessary to defend the claim, at the Indemnifying Party's expense. The Indemnified Party may, at its option and expense, be represented by separate counsel in any such action. The Indemnifying Party shall pay all damages, costs and expenses, including reasonable attorneys' fees and court costs, payable to the third party claimant.

Commented [HC4]: As stated previously. This is not acceptable.

Commented [HC5]: This was to be Section, not agreement as was applicable only to this specific indemnity.

12. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. GENASYS' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO GENASYS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

Genasys will maintain comprehensive commercial liability in a minimum amount of Two Million Dollars (\$2,000,000). Genasys warrants that it shall maintain such liability insurance in effect during the term of this Agreement and provide proof of such insurance to the Customer.

Commented [HC6]: Per email correspondence, Genasys agreed to include this requirement in Section 12, not as a replacement for Section 12. Genasys does not agree to cap all direct damages at insurance proceeds. We can only agree to the higher cap for the indemnity in Section 11. That is not acceptable.

13. Publicity. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Genasys is permitted to include Customer's name on customer lists that may be posted on Genasys' website or provided to potential customers and other third parties.

14. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Genasys. Genasys may elect to use third-party service providers to perform any of Genasys' obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

15. General.

(a) Entire Agreement; Amendment; Waiver. This Agreement, including the attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Genasys shall not be bound to any additional terms or response related to a request for proposal, request for bid, request for information, questionnaire or any documentation related to any invoicing process that Customer submits or requires Genasys to complete. Unless required by applicable law, any terms appearing on any Customer standard terms and conditions, purchase order, acknowledgment, or confirmation that are different from or in addition to the terms of this Agreement or any applicable Quote, SOW, or order shall not be binding on the parties, even if acknowledged, approved, returned and/or signed by Genasys. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) the applicable Quote, SOW or order, then (ii) this Agreement. This Agreement may not be amended except by a writing signed by authorized representatives of both parties. The waiver by either party of any default or breach of this Agreement, or any obligation hereunder, shall be ineffective unless in writing. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party shall constitute a waiver of the right subsequently to exercise such right or power or to insist on strict compliance.

(b) Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California, excluding conflicts of laws provisions. However, if Customer is a governmental agency, the laws of the state where Customer is located will govern. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply.

(c) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.

(d) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, with provisions for a receipt, or commercial overnight delivery service, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing). Non-legal written notices

in the ordinary course of business may also be sent by email to the other party and in the case of Genasys, with a copy to Legal@Genasys.com.

- (e) Independent Contractors. The parties are independent contractors, and neither party shall have any right or authority to make any representations or warranties on the other party's behalf, or to assume or create any obligations or responsibilities, express or implied, on behalf of the other party.
- (f) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Customer of any restrictions on use of the Software or the scope of the rights granted by Genasys herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (g) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control (a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
- (h) U.S. Government Restricted Rights. Any software provided as part of the Software for or on behalf of the United States of America, its agencies and/or instrumentalities is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and any other applicable federal laws or regulations.
- (i) Electronic Signatures; Signature Authority. A copy of this Agreement signed or delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The person accepting this Agreement and any related Quote or purchase orders on behalf of Customer represents that he or she has the authority to bind Customer to this Agreement.

GENASYS INC.

CUSTOMER: _____

Commented [HC7]: Please add customer name.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

AUTHORIZED SYSTEM USERS AND AGENCIES

1. Customer's direct employees and consultants who are authorized by Customer to access and use the Software.
2. Customer's affiliates that have agreed to a contract addendum with Genasys, making them subject to the terms of the Agreement.
3. For the Genasys Product EVAC Service: if Customer is a county governmental agency and wishes to share access to Genasys Product EVAC with other agencies within its county, the agencies listed below are approved by Genasys as Users, provided that such agencies must first agree to a contract addendum with Genasys making them subject to the terms of the Agreement:

Agency Name:

Email Domain:

**CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT
ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT**

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

STATE OF Indiana)
) §
COUNTY OF Elkhart)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

- a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
- b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this 19th day of March, 2025

Genasys Inc.
Contractor



Signature of Person Authorized to sign on behalf
of Contractor

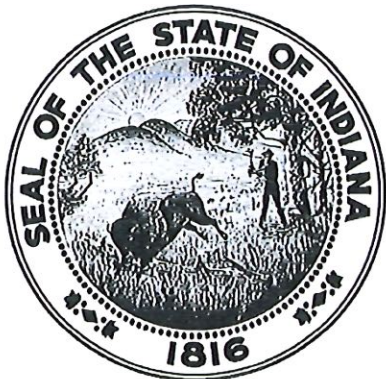
Dennis Klahn CFO
Printed Name and Title

**State of Indiana
Office of the Secretary of State**

**Foreign Registration Statement
of
GENASYS INC.**

I, DIEGO MORALES, Secretary of State, hereby certify that an Registration Statement of the above Foreign For-Profit Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, March 18, 2025.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 19, 2025.

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

202503181874487 / 10755683

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

APPROVED AND FILED
DIEGO MORALES
INDIANA SECRETARY OF STATE
03/19/2025 08:26 AM

REGISTRATION STATEMENT

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202503181874487
BUSINESS TYPE Foreign For-Profit Corporation
BUSINESS NAME GENASYS INC.
PRINCIPAL OFFICE ADDRESS 16262 Bernardo St, San Diego, CA, 92127, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Business Commercial Registered Agent
NAME C T CORPORATION SYSTEM
ADDRESS 334 North Senate Avenue, Indianapolis, IN, 46204, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 03/18/2025
EFFECTIVE TIME 12:50PM

ARTICLE IV - GOVERNING PERSON INFORMATION

No Principal on record.

ARTICLE V - FOREIGN ENTITY JURISDICTION INFORMATION

FORMATION DATE 03/05/1992
COUNTRY USA
STATE DE

APPROVED AND FILED
DIEGO MORALES
INDIANA SECRETARY OF STATE
03/19/2025 08:26 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED DESIRES TO EFFECTUATE THE ADMITTANCE OF THIS CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA PURSUANT TO INDIANA LAW.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY March 18, 2025.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE

Cassandra Monteon

TITLE

VP of Finance

Business ID : 202503181874487
Filing No : 10755683

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GENASYS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF MARCH, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



2290119 8300

SR# 20250895345

You may verify this certificate online at corp.delaware.gov/authver.shtml

C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203063576

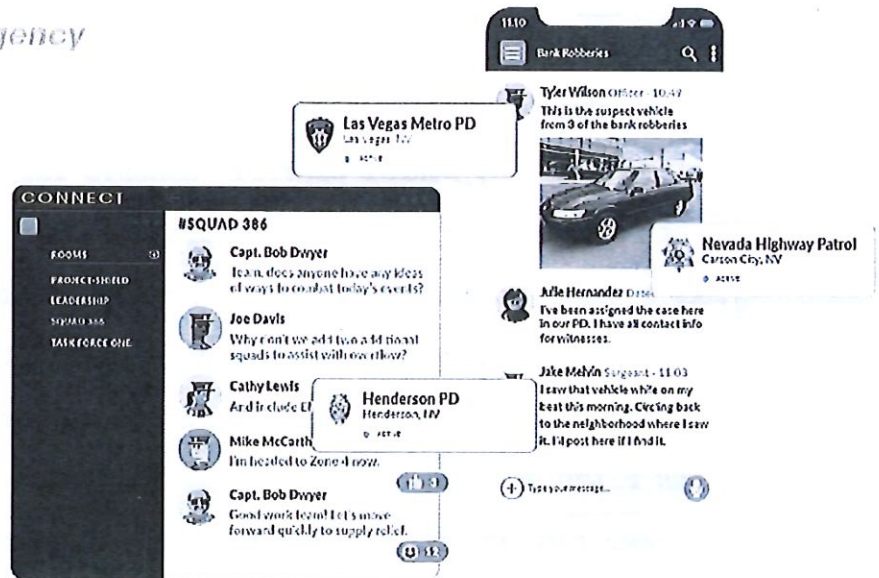
Date: 03-03-25



Genasys Protect CONNECT

Secure, Reliable, Compliant Cross-Agency Communication and Collaboration.

Genasys Protect CONNECT provides secure, real-time communication and collaboration, addressing the strictest requirements of public safety agencies, hospitals, financial services, and secure business communications. With security at its core, CONNECT ensures the integrity and reliability of every message, offering a robust platform for both internal and external communication and collaboration.



Daily Stakeholder Communication

Unify your organization and facilitate smooth collaboration with external organizations through real-time communication.

Quick Decision-Making

Enable rapid collaboration, allowing professionals to exchange information, make critical decisions, and respond to events quickly.

Crisis Ready

Be prepared with key stakeholders quickly for any crisis through instant communication and a direct connection to law enforcement 24/7.

Full Compliance

Drive compliance, including FOIA, CJIS, and HIPAA, with record retention policies so your agencies or personnel can communicate in confidence.

"We use the 'regional collaboration' feature on Evertel (Genasys Protect CONNECT) and share crime intelligence and wanted felons to officers across the region. This has resulted in catching many violent crime suspects literally the same day we developed probable cause for their arrest! We now use Evertel (CONNECT) to find suspects faster than we ever imagined."

Supervisor - Baltimore Police Department





Genasys Protect CONNECT for Compliant Protective Communications

Communicate and collaborate in real-time both internally and across multiple organizations with fully compliant secure messaging. Retain original messages and files in secure storage, ensuring that all communications are archived for future reference, even if someone deletes them from the chat. This highly intuitive and user-friendly solution can seamlessly integrate with existing systems, to avoid disrupting established processes. Speed up operations by streamlining collaboration both internally and with other organizations.



Law Enforcement

Establish true interoperability with instant intelligence sharing and organized chatrooms



Fire & Rescue

Coordinate your efforts and get all of the information you need—before you're on scene



Emergency Management

Address crisis events faster than ever with a stronger communications network



Government

Stay informed with immediate updates from your public safety agencies and first responders



Education

Communicate instantly across school districts, both for crisis response and day-to-day collaboration.

The Genasys Protect Difference:

- » Seamlessly connect and collaborate with other agencies, hospitals, financial services, and businesses with no silos or cross-agency barriers
- » Fast messaging with individuals and across organized groups and teams of individuals from multiple organizations and agencies
- » Prioritize data security, allowing for safe exchanges of sensitive information
- » Compliant record retention policies for audits, accountability and confidence.

Genasys: Global Provider of Protective Communications Solutions

Protecting people and property for over 40 years and covering over 70 million people in more than 100 countries worldwide, including more than 500 cities, counties and states in the U.S., as well as more than half of all California counties.





ELKHART POLICE DEPARTMENT

CITIZENS ACADEMY

APRIL 15-JUNE 17, 2025
TUE, 6:30-9:00 P.M.

Learn about EPD and our specialty units in an educational & interactive setting

Open to ages 18 and up (background check required)

Application at elkhartpolice.org under News & Events or at
<https://bit.ly/epdCPA2025>



BOARD OF PUBLIC SAFETY

RESOLUTION 25-R-02

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Public Safety ("BOS") of the City of Elkhart, Indiana has determined that the Fire Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the BOS are empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the BOS declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the 2014 Polar Kraft Jon Boat may be sold by the City's Purchasing Agent at a public sale or by sealed bids delivered to the office of the purchasing agent before the date of sale pursuant to IC 5-22-22-4.7.

BE IT FURTHER RESOLVED that the 2014 Polar Kraft Jon Boat may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items may be transferred to a volunteer fire department pursuant to IC 36-8-12-2.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the Board of Public Safety of the City of Elkhart, Indiana, this 25th day of March 2025.

BOARD OF PUBLIC SAFETY
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Dr. Kara Boyles, President

Attested by:

Nancy Wilson, Clerk
City of Elkhart, Indiana

Exhibit A

Description	Model number/Serial Number/ID
1. 2014 Polar Kraft Jon Boat	MVT1448-C/PLR95396e393

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET Jon Boat _____

LOCATION OF ASSET 515 Simpson St Elkhart _____

TYPE OF FIXED ASSET:

LAND IMPROVEMENTS OTHER THAN BLDG
 BUILDING MACHINERY & EQUIPMENT
 CONSTRUCTION-IN-PROGRESS INFRASTRUCTURE
C.I.P.# _____
C.I.P. LOCATION _____

SERIAL NUMBER OR VIN: PLR95396e393

DESCRIPTION/COMMENTS _____

BRAND OR MAKE: Polar Kraft MODEL: MVT1448-C
YEAR: 2014 PREVIOUS FLEET # CURRENT/ NEW FLEET #

DISPOSAL METHOD: SOLD \$ _____ TRADED \$ _____


JUNKED SCRAPPED END-OF-LEASE STOLEN/WRECKED
TRANSFERRED TO: MOTOR POOL (ATTACH PD REPORT)

DATE BOARD APPROVED _____ DATE COUNCIL APPROVED _____
(ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____ SIGNATURE _____
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED _____ SIGNATURE _____

SIGNATURE OF PERSON RESPONSIBLE _____
PRINTED NAME _____

SIGNATURE OF DEPARTMENT HEAD  _____

IF TRANSFERRED:
RECEIVING PERSON'S SIGNATURE _____
PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____ FIXED ASSET ENTERED _____
INSURED _____ CONTROLLER'S INITIAL _____

BOARD OF PUBLIC SAFETY

RESOLUTION 25-R-03

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Public Safety ("BOS") of the City of Elkhart, Indiana has determined that the Fire Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the BOS are empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the BOS declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the 2014 EZL Boat Trailer may be sold by the City's Purchasing Agent at a public sale or by sealed bids delivered to the office of the purchasing agent before the date of sale pursuant to IC 5-22-22-4.7.

BE IT FURTHER RESOLVED that the 2014 EZL Boat Trailer may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items may be transferred to a volunteer fire department pursuant to IC 36-8-12-2.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the Board of Public Safety of the City of Elkhart, Indiana, this 25th day of March 2025.

BOARD OF PUBLIC SAFETY
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Dr. Kara Boyles, President

Attested by:

Nancy Wilson, Clerk
City of Elkhart, Indiana

Exhibit A

Description	Model number/Serial Number/ID
1. 2014 EZL Boat Trailer	Model EZL*80/1ZEAADKF0HA012954

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET Boat Trailer _____

LOCATION OF ASSET 515 Simpson St Elkhart _____

TYPE OF FIXED ASSET:

- LAND
- BUILDING
- CONSTRUCTION-IN-PROGRESS
- C.I.P.# _____
- C.I.P. LOCATION _____
- IMPROVEMENTS OTHER THAN BLDG
- MACHINERY & EQUIPMENT
- INFRASTRUCTURE

SERIAL NUMBER OR VIN: 1ZEADKF0HA012954

DESCRIPTION/COMMENTS _____

BRAND OR MAKE: EZL MODEL: EZL*80

YEAR: 2014 PREVIOUS FLEET # _____ CURRENT/ NEW FLEET # _____

DISPOSAL METHOD: SOLD \$ _____ TRADED \$ _____

JUNKED SCRAPPED END-OF-LEASE STOLEN/WRECKED
 TRANSFERRED TO: MOTOR POOL (ATTACH PD REPORT)

DATE BOARD APPROVED _____ DATE COUNCIL APPROVED _____
 (ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____ SIGNATURE _____
 (REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED _____ SIGNATURE _____

SIGNATURE OF PERSON RESPONSIBLE _____
 PRINTED NAME _____

SIGNATURE OF DEPARTMENT HEAD  _____

IF TRANSFERRED:
 RECEIVING PERSON'S SIGNATURE _____
 PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____ FIXED ASSET ENTERED _____

INSURED _____ CONTROLLER'S INITIAL _____

BOARD OF PUBLIC SAFETY

RESOLUTION 25-R-04

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Public Safety ("BOS") of the City of Elkhart, Indiana has determined that the Fire Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the BOS are empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the BOS declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the 2014 14ft IN-MAR inflatable boat motor may be sold by the City's Purchasing Agent at a public sale or by sealed bids delivered to the office of the purchasing agent before the date of sale pursuant to IC 5-22-22-4.7.

BE IT FURTHER RESOLVED that the 2014 14ft IN-MAR inflatable boat may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items may be transferred to a volunteer fire department pursuant to IC 36-8-12-2.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the Board of Public Safety of the City of Elkhart, Indiana, this 25th day of March 2025.

BOARD OF PUBLIC SAFETY
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Dr. Kara Boyles, President

Attested by:

Nancy Wilson, Clerk
City of Elkhart, Indiana

Exhibit A

Description	Model number/Serial Number/ID
1. 2014 14ft IN-MAR inflatable boat	460-SR/IMG4SA53K718

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET 14ft inflatable boat for rescue _____

LOCATION OF ASSET Central Fire Station 500 East Street _____

TYPE OF FIXED ASSET:

<input type="checkbox"/> LAND	<input type="checkbox"/> IMPROVEMENTS OTHER THAN BLDG
<input type="checkbox"/> BUILDING	<input checked="" type="checkbox"/> MACHINERY & EQUIPMENT
<input type="checkbox"/> CONSTRUCTION-IN-PROGRESS	<input type="checkbox"/> INFRASTRUCTURE
C.I.P.# _____	
C.I.P. LOCATION _____	

SERIAL NUMBER OR VIN: IMG4SA53K718

DESCRIPTION/COMMENTS _____

BRAND OR MAKE: IN-MAR MODEL: 460-SR

YEAR: 2014 PREVIOUS FLEET # _____ CURRENT/ NEW FLEET # _____

DISPOSAL METHOD: SOLD \$2500 _____ TRADED\$ _____

JUNKED	SCRAPPED	END-OF-LEASE	STOLEN/WRECKED
TRANSFERRED TO: MOTOR POOL			(ATTACH PD REPORT)

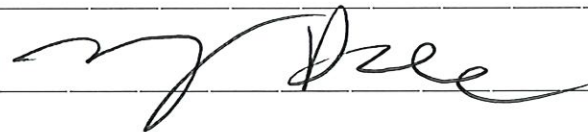
DATE BOARD APPROVED _____	DATE COUNCIL APPROVED _____
(ATTACH COPY OF MINUTES)	(REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____	SIGNATURE _____
(REAL PROPERTY ONLY)	

DATE CONTROLLER APPROVED _____	SIGNATURE _____
--------------------------------	-----------------

SIGNATURE OF PERSON RESPONSIBLE _____

PRINTED NAME _____

SIGNATURE OF DEPARTMENT HEAD  _____

IF TRANSFERRED:

RECEIVING PERSON'S SIGNATURE _____

PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____

FIXED ASSET ENTERED _____

INSURED _____

CONTROLLER'S INITIAL _____

BOARD OF PUBLIC SAFETY

RESOLUTION 25-R-05

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Public Safety ("BOS") of the City of Elkhart, Indiana has determined that the Fire Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the BOS are empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the BOS declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the 2017 Evinrude 25HP motor may be sold by the City's Purchasing Agent at a public sale or by sealed bids delivered to the office of the purchasing agent before the date of sale pursuant to IC 5-22-22-4.7.

BE IT FURTHER RESOLVED that the 2017 Evinrude 25HP motor may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items may be transferred to a volunteer fire department pursuant to IC 36-8-12-2.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the Board of Public Safety of the City of Elkhart, Indiana, this 25th day of March 2025.

BOARD OF PUBLIC SAFETY
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Dr. Kara Boyles, President

Attested by:

Nancy Wilson, Clerk
City of Elkhart, Indiana

Exhibit A

Description	Model number/Serial Number/ID
1. 2017 Evinrude 25HP motor	E25DTEAFD/05528702

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET 2017 25 HP Motor _____

LOCATION OF ASSET Central Fire Station 500 East Street _____

TYPE OF FIXED ASSET:

<input type="checkbox"/> LAND	<input type="checkbox"/> IMPROVEMENTS OTHER THAN BLDG
<input type="checkbox"/> BUILDING	<input checked="" type="checkbox"/> MACHINERY & EQUIPMENT
<input type="checkbox"/> CONSTRUCTION-IN-PROGRESS	<input type="checkbox"/> INFRASTRUCTURE
C.I.P.# _____	
C.I.P. LOCATION _____	

SERIAL NUMBER OR VIN: 05528702

DESCRIPTION/COMMENTS _____

BRAND OR MAKE: Evinrude MODEL: E25DTEAFD

YEAR: 2017 PREVIOUS FLEET # _____ CURRENT/ NEW FLEET # _____

DISPOSAL METHOD: SOLD \$400 _____ TRADED\$ _____

JUNKED	SCRAPPED	END-OF-LEASE	STOLEN/WRECKED
TRANSFERRED TO: MOTOR POOL			(ATTACH PD REPORT)


DATE BOARD APPROVED _____	DATE COUNCIL APPROVED _____
(ATTACH COPY OF MINUTES)	(REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____	SIGNATURE _____
(REAL PROPERTY ONLY)	

DATE CONTROLLER APPROVED _____	SIGNATURE _____
--------------------------------	-----------------

SIGNATURE OF PERSON RESPONSIBLE _____

PRINTED NAME _____

SIGNATURE OF DEPARTMENT HEAD  _____

IF TRANSFERRED:

RECEIVING PERSON'S SIGNATURE _____

PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____ FIXED ASSET ENTERED _____

INSURED _____ CONTROLLER'S INITIAL _____

BOARD OF PUBLIC SAFETY

RESOLUTION 25-R-06

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Public Safety ("BOS") of the City of Elkhart, Indiana has determined that the Fire Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the BOS are empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the BOS declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the 2014 Evinrude 4 Stroke 40HP may be sold by the City's Purchasing Agent at a public sale or by sealed bids delivered to the office of the purchasing agent before the date of sale pursuant to IC 5-22-22-4.7.

BE IT FURTHER RESOLVED that the 2014 Evinrude 4 Stroke 40HP may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items may be transferred to a volunteer fire department pursuant to IC 36-8-12-2.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the Board of Public Safety of the City of Elkhart, Indiana, this 25th day of March 2025.

BOARD OF PUBLIC SAFETY
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Dr. Kara Boyles, President

Attested by:

Nancy Wilson, Clerk
City of Elkhart, Indiana

Exhibit A

Description	Model number/Serial Number/ID
1. 2014 Evinrude 4 Stroke 40HP	E40PL4EE/S17000490

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET Evinrude 4 Stroke 40HP _____
LOCATION OF ASSET 515 Simpson St Elkhart _____

TYPE OF FIXED ASSET:
 LAND IMPROVEMENTS OTHER THAN BLDG
 BUILDING MACHINERY & EQUIPMENT
 CONSTRUCTION-IN-PROGRESS INFRASTRUCTURE
C.I.P.# _____
C.I.P. LOCATION _____

SERIAL NUMBER OR VIN: S17000490

DESCRIPTION/COMMENTS _____

BRAND OR MAKE: Evinrude MODEL: E40PL4EE
YEAR: 2014 PREVIOUS FLEET # CURRENT/ NEW FLEET #

DISPOSAL METHOD: SOLD \$ _____ TRADED \$ _____

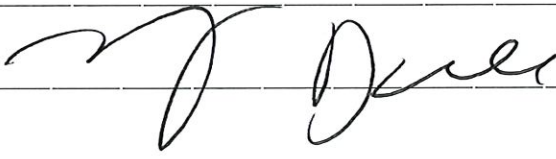
JUNKED SCRAPPED END-OF-LEASE STOLEN/WRECKED
TRANSFERRED TO: MOTOR POOL (ATTACH PD REPORT)

DATE BOARD APPROVED _____ DATE COUNCIL APPROVED _____
(ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____ SIGNATURE _____
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED _____ SIGNATURE _____

SIGNATURE OF PERSON RESPONSIBLE _____
PRINTED NAME _____

SIGNATURE OF DEPARTMENT HEAD  _____

IF TRANSFERRED:
RECEIVING PERSON'S SIGNATURE _____
PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____ FIXED ASSET ENTERED _____

INSURED _____ CONTROLLER'S INITIAL _____

BOARD OF PUBLIC SAFETY

RESOLUTION 25-R-07

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Public Safety ("BOS") of the City of Elkhart, Indiana has determined that the Fire Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the BOS are empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the BOS declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the 2014 Hoosier Custom 20Ft Boat Trailer may be sold by the City's Purchasing Agent at a public sale or by sealed bids delivered to the office of the purchasing agent before the date of sale pursuant to IC 5-22-22-4.7.

BE IT FURTHER RESOLVED that the 2014 Hoosier Custom 20Ft Boat Trailer may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items may be transferred to a volunteer fire department pursuant to IC 36-8-12-2.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the Board of Public Safety of the City of Elkhart, Indiana, this 25th day of March 2025.

BOARD OF PUBLIC SAFETY
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Dr. Kara Boyles, President

Attested by:

Nancy Wilson, Clerk
City of Elkhart, Indiana

Exhibit A

Description	Model number/Serial Number/ID
1. 2014 Hoosier Custom 20Ft Boat Trailer	1HCB10164H117330

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET 20 Ft Boat Trailer _____

LOCATION OF ASSET Central Fire Station 500 East Street _____

TYPE OF FIXED ASSET:

<input type="checkbox"/> LAND	<input type="checkbox"/> IMPROVEMENTS OTHER THAN BLDG
<input type="checkbox"/> BUILDING	<input checked="" type="checkbox"/> MACHINERY & EQUIPMENT
<input type="checkbox"/> CONSTRUCTION-IN-PROGRESS	<input type="checkbox"/> INFRASTRUCTURE
C.I.P.# _____	
C.I.P. LOCATION _____	

SERIAL NUMBER OR VIN: 1HCB10164H117330

DESCRIPTION/COMMENTS _____

BRAND OR MAKE: Hoosier MODEL: Custom

YEAR: 2014 PREVIOUS FLEET # _____ CURRENT/ NEW FLEET # _____

DISPOSAL METHOD: SOLD \$ 200 _____ TRADED \$ _____


JUNKED	SCRAPPED	END-OF-LEASE	STOLEN/WRECKED
TRANSFERRED TO: MOTOR POOL			(ATTACH PD REPORT)

DATE BOARD APPROVED _____	DATE COUNCIL APPROVED _____
(ATTACH COPY OF MINUTES)	(REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____	SIGNATURE _____
(REAL PROPERTY ONLY)	

DATE CONTROLLER APPROVED _____	SIGNATURE _____
--------------------------------	-----------------

SIGNATURE OF PERSON RESPONSIBLE _____
 PRINTED NAME _____

SIGNATURE OF DEPARTMENT HEAD  _____

IF TRANSFERRED:
 RECEIVING PERSON'S SIGNATURE _____
 PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____ FIXED ASSET ENTERED _____

INSURED _____ CONTROLLER'S INITIAL _____

BOARD OF PUBLIC SAFETY

RESOLUTION 25-R-08

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Public Safety ("BOS") of the City of Elkhart, Indiana has determined that the Fire Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the BOS are empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the BOS declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the 2017 Evinrude 25HP Motor may be sold by the City's Purchasing Agent at a public sale or by sealed bids delivered to the office of the purchasing agent before the date of sale pursuant to IC 5-22-22-4.7.

BE IT FURTHER RESOLVED that the 2017 Evinrude 25HP Motor may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items may be transferred to a volunteer fire department pursuant to IC 36-8-12-2.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the Board of Public Safety of the City of Elkhart, Indiana, this 25th day of March 2025.

BOARD OF PUBLIC SAFETY
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Dr. Kara Boyles, President

Attested by:

Nancy Wilson, Clerk
City of Elkhart, Indiana

Exhibit A

Description	Model number/Serial Number/ID
1. 2017 Evinrude 25HP Motor	Model E25DRGABB/5412778

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET 25 HP Evinrude Motor _____

LOCATION OF ASSET Central Fire Station 500 East Street _____

TYPE OF FIXED ASSET:

___ LAND

___ BUILDING

___ CONSTRUCTION-IN-PROGRESS

C.I.P.# _____

C.I.P. LOCATION _____

___ IMPROVEMENTS OTHER THAN BLDG

X MACHINERY & EQUIPMENT

___ INFRASTRUCTURE

SERIAL NUMBER OR VIN: 5412778

DESCRIPTION/COMMENTS _____

BRAND OR MAKE: Evinrude

MODEL: E25DRGABB

YEAR: 2017 PREVIOUS FLEET#

CURRENT/ NEW FLEET #

DISPOSAL METHOD: SOLD \$ 400 _____ TRADED \$ _____

JUNKED

SCRAPPED

END-OF-LEASE

STOLEN/WRECKED

TRANSFERRED TO: MOTOR POOL

(ATTACH PD REPORT)

DATE BOARD APPROVED _____

(ATTACH COPY OF MINUTES)

DATE COUNCIL APPROVED _____

(REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____

(REAL PROPERTY ONLY)

SIGNATURE _____

DATE CONTROLLER APPROVED _____

SIGNATURE _____

SIGNATURE OF PERSON RESPONSIBLE _____

PRINTED NAME _____

SIGNATURE OF DEPARTMENT HEAD _____



IF TRANSFERRED:

RECEIVING PERSON'S SIGNATURE _____

PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____

FIXED ASSET ENTERED _____

INSURED _____

CONTROLLER'S INITIAL _____



MEMORANDUM

DATE: March 17, 2025

TO: Board of Public Safety

FROM: Tim Vistine, Building Commissioner

RE: Compliance Agreement for 3212 Pleasant Plain Avenue, Elkhart.

The attached Compliance Agreement regarding 3212 Pleasant Plain Avenue was entered into by the City of Elkhart and Nancy Baker as a result of the Order to Take Action Hearing on January 29, 2025. The attached Compliance Agreement has been reviewed by the Legal Department.

Please ratify the Compliance Agreement between the City of Elkhart and Nancy Baker regarding the property address 3212 Pleasant Plain Avenue, Elkhart.

Thank you,

Tim Vistine
Building Commissioner

AGREEMENT

This Agreement is made on March 17, 2025, between the City of Elkhart, Municipal Corporation, located at 229 South, Second Street, Elkhart, Indiana, 46516; and Nancy Baker, located at 3212 Pleasant Plain Avenue, Elkhart, Indiana, 46517.

WITNESSETH

Whereas Nancy Baker desires to complete work and rehabilitate the residential property located at 3212 Pleasant Plain Avenue, Elkhart, Indiana, 46517, Parcel No. 20-06-16-451-040.000-012;

Whereas the City of Elkhart would prefer to see that the property located at 3212 Pleasant Plain Avenue, Elkhart, Indiana, be rehabilitated;

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree the following:

1. Nancy Baker, at her own expense, will ensure that the exterior of the property complies with the City's Building Code, City Ordinances and the International Property Maintenance Code 2018 as adopted by the City of Elkhart by September 1, 2025.
2. Nancy Baker must remove the tarp covering the chimney and perform the necessary repairs.
3. Nancy Baker must repair the roof patching any holes and bring the roof up to the Building Codes.
4. Nancy Baker must repair any damaged or deteriorated siding.
5. Nancy Baker must repair and/or replace any broken or damaged exterior windows.
6. Nancy Baker must repair the foundation walls and seal the foundation to prevent further deterioration.
7. All trash and debris must be removed from the entire property.
8. Nancy Baker, before any repair work is performed on the property, shall apply for and obtain the necessary building permits and will engage the services of contractors licensed with the City of Elkhart.
9. The permits must be visibly displayed at the property.
10. Remove or repair chimney on accessory structure.

11. Nancy Baker by March 17, 2025, must contact the City of Elkhart's Zoning Department, at 574-294-5471 ext. 1006 to discuss the out buildings on the zoned Single Family parcel.
12. If Nancy Baker does not complete the above items by September 1st, 2025, the City will enforce the Order to Take Action on the property in order to eliminate the outstanding issues and any associated expenses will be at the expense of Nancy Baker.
13. Governing Law—It is the intention of the Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
14. Severability—Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
15. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
16. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
 - a. The City of Elkhart Building Commissioner
229 South Second Street
Elkhart, IN 46516
 - b. Nancy Baker
3212 Pleasant Plain Avenue
Elkhart, IN 46517
17. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
18. Sent by a nationally recognized overnight courier service, prepaid or billed to the sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.

19. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement, on the date and year first written above.

Name: Nancy Baker
3212 Pleasant Plain Avenue
Owner
Current Address:

SIGNATURE: 

NOTARY:

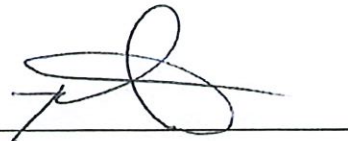
Notary Name: Jennifer Drlich Date: 3/17/2025

Notary Signature:  Date Comm. Exp. 9/27/2028

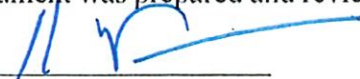


CITY OF ELKHART, INDIANA

By: Tim Vistine
Building Commissioner

SIGNATURE: 

This document was prepared and reviewed for compliance by Kevin Davis, Deputy City Attorney.

Signed: 

POLICE MERIT COMMISSION Monday, February 24, 2025

President Jim Rieckhoff called a regular meeting of the Police Merit Commission (PMC) to order at 9:00 a.m., Monday, February 24, 2025. Clerk Nancy Wilson called the role. Commissioners Jim Rieckhoff, Brad Billings, Clifton Hildreth and Thomas Barber attended in person. Jean Mayes attended on Webex.

1. APPROVE AGENDA

On motion Thomas Barber, seconded by Clifton Hildreth and carried 5-0, the agenda was approved as presented.

2. APPROVE MINUTES: Regular Meeting February 10, 2025

On motion by Brad Billings, seconded by Clifton Hildreth and carried 5-0, the minutes from February 10, 2025 were approved.

3. POLICE

Chief Dan Milanese presented a Change of Status for Cpl. Lauren Adams. She was assigned as Acting Sergeant effective February 11, 2025. Jim Rieckhoff accepted the communication.

Chief Dan Milanese presented a Change of Status for Ptl. Aric Chevalier from 3rd Class to 2nd Class Patrolman effective February 26, 2025. Jim Rieckhoff accepted the communication.

Chief Dan Milanese presented a Change of Status for Ptl. Dane Frieden from 3rd Class to 2nd Class Patrolman effective February 26, 2025. Jim Rieckhoff accepted the communication.

Chief Dan Milanese presented a Change of Status for Ptl. Matthew Gimson from 3rd Class to 2nd Class Patrolman effective February 26, 2025. Jim Rieckhoff accepted the communication.

4. Accept Communication

Jim Rieckhoff noted for the record the Elkhart Circuit Court, Michael A. Christofeno, Judge ruled the decision of the Elkhart Police Merit Commission is affirmed in all respects and the relief sought by the Petitioner Joy Phillips in her Verified Petition for Judicial Review was denied on February 17, 2025.

5. ADJOURNMENT

On motion by Clifton Hildreth, seconded by Thomas Barber and carried 5-0, the City of Elkhart, Indiana Police Merit Commission was adjourned at 9:08 a.m.

 Jim Rieckhoff, President

Attest:  Clifton Hildreth, Secretary

FIRE MERIT COMMISSION
Monday, February 10, 2025

President Mandy Leazenby called a regular meeting of the Fire Merit Commission (FMC) to order at 3:30 p.m., Monday, February 10, 2025. Clerk Nancy Wilson called the role. Commissioners Mandy Leazenby, Doug Bowlby, Regina Fultes, Jim Rodino and Bunita Fields-Buggs were present.

1. AGENDA

On motion Regina Fultes, seconded by Bunita Fields-Buggs and carried 5-0, the agenda was amended by adding a Change of Status for Chief David Cushwa. On motion by Doug Bowlby, seconded by Jim Rodino and carried 5-0, the agenda was amended by removing the tabled item from the agenda. On motion by Doug Bowlby, seconded by Regina Fultes and carried 5-0, the amended agenda was approved.

2. MINUTES

On motion by Jim Rodino, seconded by Bunita Fields-Buggs and carried 5-0, the minutes from the Regular Meeting on January 27, 2025 were approved.

3. FIRE DEPARTMENT

Chief Rodney Dale informed the FMC that the Mayor has decided to remove a political appointment. Chief Cushwa was removed from the position of Division Chief and was assigned to the position of Battalion Chief.

Chief Dale notified the FMC that Firefighter Ryan Billings received an 8-hour suspension for failure to report on time. He accepted the discipline. Mandy Leazenby accepted the notifications from Chief Dale.

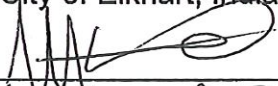
Attorney Elizabeth Beamis appeared for Chief Cushwa on Webex and asked for clarification. Deputy City Attorney and the Attorney for the Fire Merit Commission Kevin Davis responded by saying when the Mayor removed Chief Cushwa from Division Chief responsibilities, as part of that demotion, his Discipline for five days off was rescinded, so, therefore, the matter that was before this Commission two weeks ago is moot. Attorney Bemis replied it does clarify to a degree. She said her name is Elizabeth Bemis and she did enter an appearance with this Commission last week to be able to speak on behalf of Division Chief Cushwa. In reference to the disciplinary matter, it appears, although he has not received any formal notice, that the 5-day suspension has been rescinded. She objected and made record of the issue of the Mayor removing or demoting him. On this date, Chief Cushwa did receive an email with an attachment which was a letter from Mayor Roberson removing him from Division Chief, although the Mayor sites this as a political appointment. She objected as to what the authority for that as under 36-8-1-12 and 36-8-3.5-11 it would appear that the position of Division Chief in this particular department is not an upper level policy making position which is what she presumed Mr. Davis was referring to when he says political appointee. Further the Elkhart Fire Department Policy 1304 which addresses promotions specifically lists the Division Chiefs in positions of being promoted positions, and if in fact we are applying the appropriate statutes in this policy, that would mean as a Division Chief, Chief Cushwa is entitled to the provisions, rights and obligations under Indiana Code 36-8-3.5-17 in reference to being removed or demoted from his position. Our position would be to make an objection on the record at this point that a demotion from this position cannot be made

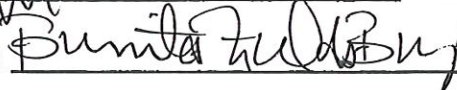
FIRE MERIT COMMISSION
Monday, February 10, 2025

directly by the Mayor, but only through the authority of this Commission. Kevin Davis responded Chief Cushwa is aware of the fact and has said on numerous occasions that he understands that he is a political appointment. The Merit Rules, while they do cover those in the Merit positions, the Division Chief by our Ordinance, by the statute is a political appointment and therefore it is not covered by the Merit Rules of the Statute. The Mayor is allowed to remove Chief Cushwa or any Division Chief at his discretion. He was appointed by the Mayor. He is not part of the Merit system. Division Chief is not part of the Merit system. It is a political appointment and they serve at the discretion of the Mayor. Ms. Bemis said thank you, and just to clarify her position, subject to there being a citation to the specific Ordinance, we would object. Indiana Statute governs this and specifically sets forth those positions that are appointed by the Mayor, and that is the Chief, and for a Department of 200 or less, it is one level below the Chief which is the Assistant Chief of this Department, further again she cited Elkhart Fire Department Policy 1304 which does specifically outline that the Division Chief positions are promoted positions and would be subject to removal only through 36-8-3.5-17. Mandy Leazenby responded to Ms. Bemis, your objection is noted. Thank you.

4. ADJOURNMENT

On motion by Doug Bowlby, seconded by Bunita Fields-Buggs and carried 5-0, the City of Elkhart, Indiana Fire Merit Commission was adjourned at 3:40 p.m.


_____ Mandy Leazenby, President

Attest:  Bunita Fields-Buggs, Secretary