

ITEM 4.15

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY CITY MANAGER APPROVAL OF AGREEMENTS WITH AXON ENTERPRISE, INC., FOR THE PURCHASE OF TEN (10) AXON IN-CAR VIDEO SOLUTIONS AND PURCHASE OF EIGHT (8) ADDITIONAL OFFICER SAFETY PLAN 7 BUNDLES FOR THE POLICE DEPARTMENT**

RECOMMENDATION: **Adopt Resolution to Ratify the City Manager's Action to Approve Agreements with Axon Enterprise, Inc. for the Purchase of Ten (10) Axon Fleet In-Car Video Solution and its Supporting Information, Services and Training and Purchase of Eight (8) Additional Officer Safety Plan 7 Bundles for the Police Department**

SUMMARY:

During the City of Lathrop's transition from the San Joaquin County Sheriff's Department (Sheriff), the City selected Axon Enterprise, Inc. (Axon) to outfit the new Police Department. Axon is the sole distributor and service provider for the Axon body worn cameras, tasers, and in-car video equipment. On October 28, 2021, the City Manager signed two agreements, one to purchase thirty-eight (38) body worn cameras and tasers, and the second to purchase twenty-one (21) in-car videos for sixteen (16) Ford Interceptors for Patrol and five (5) Dodge Chargers for Command staff. The Axon agreements included software and support services for a 60 month term to provide storage for the data gathered from the cameras. The City Council ratified the Axon agreements during the November 8, 2021 City Council meeting.

On June 29, 2022, the new Lathrop Police Department took over law enforcement services from Sheriff's Department. The City owned vehicles utilized by Sheriff's Office were returned to the City to be upfitted and repurposed. Additional in-car video solutions were needed for the returned vehicles. On September 30, 2022, the City Manager authorized an agreement with Axon, in the amount of \$120,513, to purchase an additional ten (10) in-car video solutions. This was done to avoid delay in receiving the required equipment for the vehicles that needed to be serviced.

During the January 10 and February 13, 2023 City Council Meetings, Council approved an additional seven (7) sworn officer positions. To ensure the required equipment would be received in time for the new officers, the City Manager signed a new agreement with Axon on March 2, 2023, in the amount of \$126,216, to purchase additional Officer Safety Plan 7 Bundles, which includes the body worn cameras, tasers, and supporting software.

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**RATIFY CITY MANAGER APPROVAL OF AGREEMENTS WITH AXON ENTERPRISE, INC. FOR THE PURCHASE IN-CAR VIDEO SOLUTION AND OFFICER SAFETY PLAN 7 BUNDLES FOR THE POLICE DEPARTMENT**

Therefore, staff requests City Council ratification of the approved agreements with Axon Enterprise, Inc. for the purchase of the ten (10) additional in-car video solutions and the purchase of eight (8) additional Officer Safety Plan 7 Bundles for the Police Department. There are sufficient funds in the police department's budget to cover the cost of the agreements.

BACKGROUND:

During the initial startup of the new City of Lathrop Police Department, the City selected Axon Enterprise, Inc. to outfit the new Police Department vehicles and officers. Axon is the sole distributor and service provider for the Axon body worn cameras, tasers, and in-car video equipment. The Axon system unifies the operation of body worn cameras, tasers, and in-car video and provides storage for the data gathered from them. Having the Axon cameras contributes to accountability, transparency and building public trust within the community.

In preparation for the launch of the new police department, the City purchased thirty-eight (38) body worn cameras, tasers, and supporting software for the sworn and non-sworn officers. The City also purchased twenty-one (21) in-car video solutions for the sixteen (16) Ford Interceptors for Patrol and the five (5) Dodge Chargers for Command staff and Investigations. The Axon agreements included software and support services for a 60 month term to provide storage for the data gathered from the cameras.

The table below details the initial Axon agreements signed on October 28, 2021 and ratified by City Council on November 8, 2021:

Date	Description	Term for software and support	Total Agreement Cost
10/28/21	38 Full body worn cameras, tasers, and software	60 months	\$274,826
10/28/21	21 In-car video solutions	60 months	\$602,607

The new Lathrop Police Department took over law enforcement services from San Joaquin County Sheriff's Office on June 29, 2022. Upon termination of the contract with the Sheriff's Office, the City owned vehicles being utilized by the Sheriff's Office were returned to the City of Lathrop to be upfitted and repurposed for our police personnel. The returned vehicles were evaluated by staff, and it was determined that additional in-car video solutions were needed. A new Axon agreement was authorized by the City Manager on September 30, 2022, in the amount of \$120,513, to purchase an additional ten (10) in-car video solutions. Therefore, the Axon Agreement was signed to avoid supply chain and shipping delay issues in receiving the required equipment. This allowed for a smoother process and continuance of essential services.

RATIFY CITY MANAGER APPROVAL OF AGREEMENTS WITH AXON ENTERPRISE, INC. FOR THE PURCHASE IN-CAR VIDEO SOLUTION AND OFFICER SAFETY PLAN 7 BUNDLES FOR THE POLICE DEPARTMENT

During the January 10, 2023 City Council Regular Meeting, the City Council approved five (5) additional sworn positions, and two (2) additional sworn positions during the February 13, 2023, City Council Regular Meeting. With the addition of the seven (7) new sworn personnel, and to ensure the required equipment would be received in time, the City Manager signed an agreement, in the amount of \$126,216, with Axon to purchase eight (8) additional Officer Safety Plan 7 Bundles, which included the body worn cameras, tasers, and supporting software.

Pursuant to the City’s Purchasing Policy, the Axon agreements for the purchase of ten (10) in-car video solution and the purchase of eight (8) additional Officer Safety Plan 7 Bundles requires the City Council approval/ratification. The table below details the Axon agreements that are being requested for City Council ratification:

Date	Description	Term	Total Cost
09/30/22	10 In-car video solutions	60 months	\$120,513
03/02/23	8 Officer Safety Plan 7 Bundles	44 months	\$126,216

REASON FOR RECOMMENDATION:

The Axon system is designed to meet legal requirements and specifications for law enforcement agencies. Thus, ensuring that the data gathered from body worn cameras, tasers, and in-car video equipment complies with applicable laws and regulations. While advancing transparency and public trust. Therefore, staff requests the City Council ratification of the approved agreements with Axon Enterprise, Inc. for the purchase of ten (10) in-car video solutions and the purchase of eight (8) additional Officer Safety Plan 7 Bundles for the Lathrop Police Department.

FISCAL IMPACT:

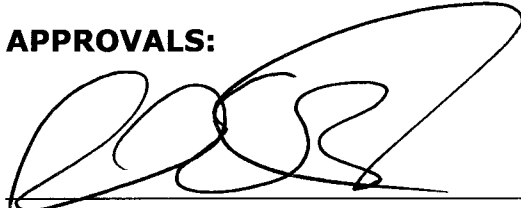
The total cost for the Axon agreements to purchase ten (10) in-car video solution and eight (8) additional Officer Safety Plan 7 Bundles is \$246,729. Sufficient funds are currently allocated in the Police Department FY 22-23 budget to cover the costs of the agreements. There is no additional fiscal impact at this time.

ATTACHMENTS:

- A. Resolution to Ratify City Manager’s Action to Approve Agreements with Axon Enterprise, Inc. for the Purchase of Ten (10) Axon Fleet In-Car Video Solution and its Supporting Information, Services and Training and Purchase of Eight (8) Additional Officer Safety Plan 7 Bundles for the Lathrop Police Department
- B. Agreement for the Purchase of the Axon Fleet In-Car Video Solution and its Supporting Information, Services and Training
- C. Agreement for the Purchase of Eight (8) Additional Officer Safety Plan 7 Bundles for the Lathrop Police Department

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ENTERPRISE, INC. FOR THE PURCHASE OF TEN (10) AXON IN-CAR VIDEO
SOLUTION AND PURCHASE OF EIGHT (8) ADDITIONAL OFFICER SAFETY
PLAN 7 BUNDLES FOR THE LATHROP POLICE DEPARTMENT

APPROVALS:



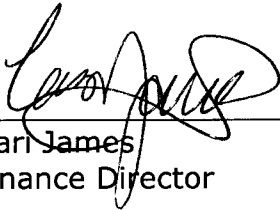
Raymond Bechler
Chief of Police

7/31/23
Date



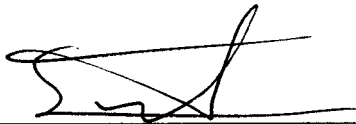
Tony Fernandes
Information Systems Director - CIO

8-2-2023
Date



Carl James
Finance Director

8/2/2023
Date



Salvador Navarrete
City Attorney

7-28-2023
Date



Stephen J. Salvatore
City Manager

8-3-23
Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER'S ACTION TO APPROVE AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF TEN (10) AXON FLEET IN-CAR VIDEO SOLUTION AND ITS SUPPORTING INFORMATION, SERVICES AND TRAINING AND PURCHASE OF THE EIGHT (8) ADDITIONAL OFFICER SAFETY PLAN 7 BUNDLES FOR THE POLICE DEPARTMENT

WHEREAS, during the initial startup of the new Lathrop Police Department, the City selected Axon Enterprise, Inc. to provide body worn cameras, tasers, and in-car video equipment; and

WHEREAS, Axon is the sole distributor and service provider for the Axon body worn cameras, tasers, and in-car video equipment; and

WHEREAS, the Axon system unifies the operation of body worn cameras, tasers, and in-car video and provides storage for the data gathered from them; and

WHEREAS, on October 28, 2021, the City Manager signed two agreements, one to purchase thirty-eight (38) body worn cameras and tasers, and the second to purchase twenty-one (21) in-car videos for sixteen (16) Ford Interceptors for Patrol and five (5) Dodge Chargers for Command staff; and

WHEREAS, the City Council ratified the Axon agreements during the November 8, 2021 City Council meeting; and

WHEREAS, on June 29, 2022, the new Lathrop Police Department took over law enforcement services from the San Joaquin County Sheriff's Office, and the City owned vehicles being used by the Sheriff's Office were returned to the City to be upfitted and repurposed; and

WHEREAS, the City Manager approved another Axon agreement on September 30, 2022, in the amount of \$120,513, to purchase an additional ten (10) in-car video solutions to avoid delay in receiving the required equipment and to continue to provide essential City services; and

WHEREAS, during the January 10 and February 13, 2023, City Council Regular Meetings, the City Council approved seven (7) additional sworn personnel; and

WHEREAS, with the addition of the seven (7) sworn personnel, and to ensure the required equipment would be received in time for the new personnel, the City Manager signed an agreement with Axon, in the amount of \$126,216, to purchase eight (8) additional Officer Safety Plan 7 Bundles, which includes the body worn cameras, tasers, and supporting software; and

WHEREAS, pursuant to the City's Purchasing Policy, the Axon agreements for the purchase of ten (10) in-car video solution and the purchase of eight (8) additional Officer Safety Plan 7 Bundles require City Council approval; and

WHEREAS, the total cost for the Axon agreements to purchase ten (10) in-car video solution and eight (8) additional Officer Safety Plan 7 Bundles is \$246,729; and

WHEREAS, there are sufficient funds in the Police Department budget for FY 22-23 to cover the cost of the agreements.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby ratify the City Manager's action to approve agreements with Axon Enterprise, Inc. for the purchase of ten (10) Axon Fleet In-Car Video Solutions, and purchase of the eight (8) additional Officer Safety Plan 7 Bundles for the Police Department.

The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

Axon Enterprise, Inc.
Attn: Thom Ruseva-Mahan
17800 N. 85th Street
Scottsdale, AZ 85255

Attachment B

Dear Mr. Ruseva-Mahan:

Enclosed please find your original executed agreement for the **Purchase of the Axon Fleet In-Car Video Solution and its Supporting Information, Services and Training.** This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink that reads "J. Vargas for Stephen Salvatore". The signature is written in a cursive, flowing style.

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File



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

Q-399766-44833.995KM

Expires: 09/30/2022

Quote Expiration: 09/30/2022

Estimated Contract Start Date: 10/1/2022

Account Number: 518257

Payment Terms: N30

Delivery Method: FedEx - Ground

SHIP TO

Lathrop Police Department
 940 River Islands Parkway
 Lathrop, CA 95330
 USA

BILL TO

Lathrop Police Department - CA
 390 Towne Centre Drive
 Lathrop, CA 95330
 USA
 Email:

SALES REPRESENTATIVE

Thom Ruseva-Mahan
 Phone: +1 4804148450
 Email: tmahan@axon.com
 Fax: +1 4809993359

PRIMARY CONTACT

Tony Fernandes
 Phone:
 Email: tfernandes@ci.lathrop.ca.us
 Fax:

Quote Summary

Program Length 60 Months
TOTAL COST \$116,370.00
ESTIMATED TOTAL W/ TAX \$120,512.05

Discount Summary

Average Savings Per Year \$8,502.40
TOTAL SAVINGS \$42,512.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$23,274.00	\$828.41	\$24,102.41
Dec 2023	\$23,274.00	\$828.41	\$24,102.41
Dec 2024	\$23,274.00	\$828.41	\$24,102.41
Dec 2025	\$23,274.00	\$828.41	\$24,102.41
Dec 2026	\$23,274.00	\$828.41	\$24,102.41
Total	\$116,370.00	\$4,142.05	\$120,512.05

Quote Unbundled Price:	\$158,882.00
Quote List Price:	\$124,802.00
Quote Subtotal:	\$116,370.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$5,280.00)	(\$5,280.00)	(\$462.00)	(\$5,742.00)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$3,150.00)	(\$3,150.00)	(\$275.65)	(\$3,425.65)
Fleet3A	Fleet 3 Advancad	10	60	\$264.80	\$208.00	\$208.00	\$124,800.00	\$4,879.70	\$129,679.70
Total							\$116,370.00	\$4,142.05	\$120,512.05

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	10	12/01/2022
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	10	12/01/2022
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	10	12/01/2022
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	10	12/01/2022
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	10	12/01/2022
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	10	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	10	01/01/2023	12/31/2027
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	01/01/2023	12/31/2027
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	10	01/01/2023	12/31/2027
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	20	01/01/2023	12/31/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	10

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	10	01/01/2023	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10	12/01/2023	12/31/2027

Payment Details

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 1	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 2	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 3	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 4	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 5	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

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

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

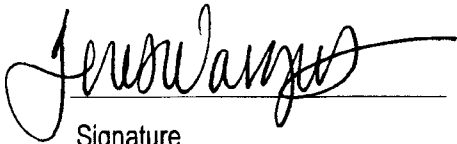
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or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

Exceptions to Standard Terms and Conditions

Agency has existing contract #00045216 (originated via Q-399766) and is terminating that contract upon the new license start date (1/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$8430.00 to refund paid, but undelivered services. This discount is based on a ship date range of 12/1/2022-12/15/2022, resulting in a 1/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 4-5 Billing of contract 45216.



Signature

9/30/22

Date Signed

TERESITA VARGAS
9/29/2022 Director of Government
Services, City Clerk
for Stephen Salvatore
City Manager



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Lathrop Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Office of the City Manager

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7220 – Fax (209) 941-7229
www.ci.lathrop.ca.us

NOTICE TO PROCEED

Attachment C

Axon Enterprise, Inc.
Attn: Thom Ruseva-Mahan
17800 N. 85th Street
Scottsdale, AZ 85255

Dear Mr. Ruseva-Mahan:

Enclosed please find your original executed Agreement for the Purchase of **Eight (8) Additional Officer Safety Plan 7 Bundles for the Lathrop Police Department, Quote Q-449517-44952-845TR**. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding this agreement, please contact Kyle Oki at (209) 647-6402, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

Q-449517-44952.845TR



Quote Expiration: 03/15/2023



Account Number: 518257

Payment Terms: N30

Delivery Method:

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



SHIP TO

Lathrop Police Department *Attn: Tony Fernandes*
390 Towne Centre Dr
Lathrop, CA 95330-9358
USA

BILL TO

Lathrop Police Department - CA
390 Towne Centre Drive
Lathrop, CA 95330
USA
Email:

SALES REPRESENTATIVE

Thom Ruseva-Mahan
Phone: +1 4804148450
Email: tmahan@axon.com
Fax: +1 4809983359

PRIMARY CONTACT

Tony Fernandes
Phone: (209) 468-4400
Email: tfernandes@ci.lathrop.ca.us
Fax:

Quote Summary

Program Length

44 Months

TOTAL COST

\$120,901.12

ESTIMATED TOTAL W/ TAX

\$126,215.28

Discount Summary

Average Savings Per Year

\$12,659.52

TOTAL SAVINGS

\$46,418.24

Payment Summary

Date

Mar 2023

Nov 2023

Nov 2024

Nov 2025

Total

Subtotal

\$30,225.29

\$30,225.29

\$30,225.29

\$30,225.25

\$120,901.12

Tax

\$1,328.54

\$1,328.54

\$1,328.54

\$1,328.54

\$5,314.16

Total

\$31,553.83

\$31,553.83

\$31,553.83

\$31,553.79

\$126,215.28

Quote Unbundled Price: \$167,319.36
 Quote List Price: \$120,901.12
 Quote Subtotal: \$120,901.12

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
73942	OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	16		\$54.00	\$54.00	\$6,912.00	\$604.80	\$7,516.80
2022OSP7+Premium	OFFICER SAFETY PLAN 7 PLUS Premium	8	44	\$438.68	\$306.81	\$306.81	\$107,997.12	\$4,185.04	\$112,182.16
A la Carte Hardware									
AB3C	AB3 Camera Bundle	8			\$749.00	\$749.00	\$5,992.00	\$524.32	\$6,516.32
Total							\$120,901.12	\$5,314.16	\$126,215.28

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	9	03/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	03/01/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	9	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	100126	AXON VR TACTICAL BAG	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	100186	HTC FOCUS 3 WRIST TRACKER	2	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 9R	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20018	TASER 7 BATTERY PACK, TACTICAL	9	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20298	VR-ENABLED GLOCK 19 CONTROLLER	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20378	HTC FOCUS 3 VR HEADSET	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20378	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	24	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	24	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	74200	TASER 7 6-BAY DOCK AND CORE	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	75015	SIGNAL SIDEARM KIT	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2024
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2024
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	16	03/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	16	03/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	100210	VIRTUAL REALITY TABLET REFRESH ONE	1	09/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	20373	VIRTUAL REALITY HEADSET REFRESH ONE	1	09/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	73309	AXON CAMERA REFRESH ONE	8	09/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2026
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2026
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2027
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2027
OFFICER SAFETY PLAN 7 PLUS Premium	73310	AXON CAMERA REFRESH TWO	8	03/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS Premium	100165	UNLIMITED 3RD-PARTY STORAGE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	100590	MY90 LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	1	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	20370	FULL VR TASER ADD-ON USER ACCESS	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73478	REDACTION ASSISTANT USER LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73618	CITIZEN FOR COMMUNITIES USER LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73638	STANDARDS ACCESS LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73680	RESPOND DEVICE PLUS LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73681	AXON RECORDS FULL	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73682	AUTO TAGGING LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73739	PERFORMANCE LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	85760	Auto-Transcribe Unlimited Service	8	04/01/2023	11/30/2026

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 PLUS Premium	100105	MY90 SETUP	1
OFFICER SAFETY PLAN 7 PLUS Premium	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	1	03/01/2024	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	03/01/2024	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	9	03/01/2024	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	8	03/01/2024	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	03/01/2024	11/30/2026

Payment Details

Mar 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022OSP7+Premium	OFFICER SAFETY PLAN 7 PLUS Premium	8	\$26,999.29	\$1,046.26	\$28,045.55
Year 1	73942	OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	\$1,728.00	\$151.20	\$1,879.20
Year 1	AB3C	AB3 Camera Bundle	8	\$1,498.00	\$131.08	\$1,629.08
Total				\$30,225.29	\$1,328.54	\$31,553.83

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	2022OSP7+Premium	OFFICER SAFETY PLAN 7 PLUS Premium	8	\$26,999.29	\$1,046.26	\$28,045.55
Year 2	73942	OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	\$1,728.00	\$151.20	\$1,879.20
Year 2	AB3C	AB3 Camera Bundle	8	\$1,498.00	\$131.08	\$1,629.08
Total				\$30,225.29	\$1,328.54	\$31,553.83

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	2022OSP7+Premium	OFFICER SAFETY PLAN 7 PLUS Premium	8	\$26,999.29	\$1,046.26	\$28,045.55
Year 3	73942	OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	\$1,728.00	\$151.20	\$1,879.20
Year 3	AB3C	AB3 Camera Bundle	8	\$1,498.00	\$131.08	\$1,629.08
Total				\$30,225.29	\$1,328.54	\$31,553.83

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	2022OSP7+Premium	OFFICER SAFETY PLAN 7 PLUS Premium	8	\$26,999.25	\$1,046.26	\$28,045.51
Year 4	73942	OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	\$1,728.00	\$151.20	\$1,879.20
Year 4	AB3C	AB3 Camera Bundle	8	\$1,498.00	\$131.08	\$1,629.08
Total				\$30,225.25	\$1,328.54	\$31,553.79

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the Master Services and Purchasing Agreement executed between City of Lathrop and Axon Enterprise Inc. (formerly TASER International, Inc.) dated October 28, 2021 titled "Full Body Cameras and TASERs for Police Officers of the new Lathrop Police Department Vehicle Fleet" (Agreement) as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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

Acceptance of Terms:

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



Signature

3-2-23

Date Signed

1/26/2023



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