



Agenda Item Report

City Commission - Nov 12 2024

Department

Police

Staff Contact

Adam Heffley, Deputy Chief of Police

Recommendations

Consider entering into a five-year contract with Axon Enterprises, Inc. for body-worn camera, in-car camera, digital evidence storage services, Tasers and Fusus software, which will integrate several information systems within the department.

Executive Summary

At the end of 2019 and beginning of 2020, the Lawrence Police Department purchased Axon body worn cameras for every sworn member of the Department. A federal grant partially funded the purchase with the remainder by City CIP. A five-year contract was awarded for the body worn camera system which is expiring.

In addition to body worn cameras, the Department also uses other Axon products and services including Tasers, Fleet 3 in-car camera system, Digital Evidence Management System, as well as Axon Investigate (a digital forensic program).

As the primary Axon contract reached the last year of service, consolidating the multiple agreements was considered. A consolidated services contract using the Sourcewell cooperative contract would avoid an overall 8% percent price increase from 2024 to 2025. The savings in dollars is \$253,000 demonstrating sound fiscal stewardship. The consolidated contract allows the department to retain current pricing for 2025.

Having a single contract to manage rather than numerous contracts with different expiry dates shows efficient and effective processes in action. All Axon products and services in use would be more easily managed.

Fusus software, including implementation, is also included in the consolidated contract. Fusus provides the ability to integrate real time video data along with historical data from subscribers and increases efficient responses and the solvability of cases. As of October 10th, 2024, we currently store over 181 Terabytes (TB) of information in Axon evidence.com which constitutes digital evidence of all types and for all types of cases. This represents 444,044 individual pieces of digital evidence that without a new contract, the amount of digital evidence that we would have to process, and store would be overwhelming.

Alignment to Strategic Plan

Fiscal Impact

The fiscal impact to the City is \$472,545. This item was included in the 2025 department budget. If the contract is enacted, there will be a \$202,214 increase in 2026, which will need to be budgeted for during the 2026 budget process.

Action Requested

Staff requests consent to enter into the five-year contract as outlined.

Attachments

[Axon Signed MSPA](#)

[Axon Project Quote - Updated - 25SEP24](#)

[2019 Agenda Item Report 19-716 - Pdf](#)

[BWCS contract renewal memo_Nov2024](#)



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Evidence**" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"**Products**" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

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

"**Services**" means all services provided by Axon pursuant to this Agreement.

3 **Payment.** Axon invoices upon shipment. Payment is due net 60 days from the invoice date. Payment obligations are non-cancelable unless otherwise provided for in this Agreement. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

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

5 **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.

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

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Extended conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured product during the

warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

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

7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

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

- 8 Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
- 9 Design Changes.** Axon may make design changes to any Axon product or service without making the same change to products and services previously purchased by Agency. If any such change involves a product or service under this Agreement, Axon shall notify the Agency when it releases such design change to the general public.
- 10 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 11 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.
- 12 IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.
- 13 IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender

to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

- 14 **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

15 **Termination.**

15.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

15.2 **By Agency.** Agency is obligated to pay the fees under this Agreement. Notwithstanding the foregoing, the Parties acknowledge that Agency is a municipality and subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency. Agency may also terminate this Agreement for convenience upon 60 days written notice to Axon.

15.3 **Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

- 16 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. If Agency is required by law to disclose Confidential Information, Axon agrees to indemnify Agency against any loss or liability arising out of the disclosure or use of any Confidential Information.

17 **General.**

17.1 **Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.

- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:
- | | | |
|-------|---------------------------|------------------|
| Axon: | Axon Enterprise, Inc. | Agency: |
| | Attn: Contracts | Attn: |
| | 17800 N. 85th Street | Street Address |
| | Scottsdale, Arizona 85255 | City, State, Zip |
| | contracts@axon.com | Email |
- 17.12 Entire Agreement.** This Agreement, including the Appendices, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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



Axon Enterprise, Inc.

Signature: Robert Driscoll

Name: Robert Driscoll

Title: VP, Associate General Counsel

Date: 10/16/2019

Agency

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Evidence.
Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.



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- 8 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9 **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11 **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1. The Termination provisions of this Agreement apply; or
 - 11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 12 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.
- 13 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or

transmit malicious code.

- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.
- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Technology Assurance Plan Appendix

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

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote ("**Spare Products**"). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date ("**OSP 7 Term**").
- 7 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.



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- 7.1. TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.
- 7.2. OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.
- 8. TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.
- Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.
- If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.
- 9. Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.
- 10. Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
- 10.2.** Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.
- 10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



Axon Auto-Tagging Appendix

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



Master Services and Purchasing Agreement

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Q-566076-45561.090JK

Issued: 09/25/2024

Quote Expiration: 11/08/2024

Estimated Contract Start Date: 02/15/2025

Account Number: 189114

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Lawrence Police Dept. - KS 5100 OVERLAND DR LAWRENCE, KS 66049-4201 USA	Lawrence Police Dept. - KS 5100 OVERLAND DR LAWRENCE KS 66049-4201 USA Email: KS519CECFV

SALES REPRESENTATIVE	PRIMARY CONTACT
Jared Klajnbart Phone: (757) 869-2811 Email: jklajnbart@axon.com Fax:	Ryan Halsted Phone: 785-764-1684 Email: halsted@lkpd.org Fax:

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Quote Summary

Program Length	60 Months
TOTAL COST	\$3,171,581.00
ESTIMATED TOTAL W/ TAX	\$3,171,581.00

Discount Summary

Average Savings Per Year	\$336,322.26
TOTAL SAVINGS	\$1,681,611.31

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$472,545.00	\$0.00	\$472,545.00
Jan 2026	\$674,759.00	\$0.00	\$674,759.00
Jan 2027	\$674,759.00	\$0.00	\$674,759.00
Jan 2028	\$674,759.00	\$0.00	\$674,759.00
Jan 2029	\$674,759.00	\$0.00	\$674,759.00
Total	\$3,171,581.00	\$0.00	\$3,171,581.00

Quote Unbundled Price:	\$4,853,192.31
Quote List Price:	\$3,821,402.31
Quote Subtotal:	\$3,171,581.00

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									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$100,810.03	\$100,810.03	\$0.00	\$100,810.03
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$153,742.29	\$153,742.29	\$0.00	\$153,742.29
Fleet3ARe	Fleet 3 Advanced Renewal	50	60	\$204.23	\$189.57	\$22.13	\$66,390.00	\$0.00	\$66,390.00
M00008	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	120	60	\$471.55	\$346.64	\$346.64	\$2,495,808.00	\$0.00	\$2,495,808.00
BWCUwTAP	BWC Unlimited with TAP	34	60	\$125.61	\$99.66	\$32.32	\$65,932.80	\$0.00	\$65,932.80
M00022	BUNDLE - FUSUS UPSELL - BASIC TO PRO	1	60	\$5,024.61	\$4,513.61	\$4,513.61	\$270,816.60	\$0.00	\$270,816.60
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$76.57	\$36.07	\$36.07	\$4,328.40	\$0.00	\$4,328.40
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	19			\$1,638.90	\$43.90	\$834.10	\$0.00	\$834.10
H00001	AB4 Camera Bundle	154			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	17			\$251.23	\$109.27	\$1,857.59	\$0.00	\$1,857.59
A la Carte Software									
73739	AXON PERFORMANCE - LICENSE	34	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
73680	AXON RESPOND PLUS - LICENSE	34	60		\$21.48	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85147	AXON TASER - PSO - STARTER	1			\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
85144	AXON BODY - PSO - STARTER	1			\$13,000.00	\$11,061.19	\$11,061.19	\$0.00	\$11,061.19
A la Carte Warranties									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	42	35		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	50	37		\$1.30	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$3,171,581.00	\$0.00	\$3,171,581.00

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	154	1	01/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	01/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	170	1	01/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	170	1	01/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	17	1	01/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	17	1	01/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 FLEX POV HARDWARE BUNDLE	100858	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	19	1	01/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	17	1	01/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	19	1	01/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	01/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	19	1	01/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	01/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	01/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	19	1	01/15/2025
BUNDLE - FUSUS UPSELL - BASIC TO PRO	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	4	1	01/15/2025
BUNDLE - FUSUS UPSELL - BASIC TO PRO	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100126	AXON VR - TACTICAL BAG	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	120	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100833	AXON VR - CONTROLLER - TASER 7	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY RH	3	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101291	AXON VR - HOLSTER - T7 SAFARILAND GRAY LH	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101294	AXON VR - TABLET	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101300	AXON VR - TABLET CASE	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	4	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	4	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	120	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	144	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	3	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CARD CARRIER	120	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20378	AXON VR - HEADSET - HTC FOCUS 3	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	360	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	240	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	360	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	240	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	240	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	240	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	50	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	50	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	240	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75	2	1	01/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		IN			
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	240	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	240	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	240	1	01/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	240	1	01/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	240	1	01/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	240	1	01/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	5	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	5	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	124	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	15	1	07/15/2027
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	35	1	07/15/2027
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	240	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	240	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	240	1	01/15/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	240	1	01/15/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	124	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	15	1	01/15/2030
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	35	1	01/15/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	01/15/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	50	1	01/15/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	01/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS UPSELL - BASIC TO PRO	101475	AXON RESPOND - FUSUSONE - BASIC TO PRO SAAS UPSELL	1	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100590	AXON MY90 - LICENSE	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100801	AXON RECORDS - OSP LICENSE	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	2	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73618	AXON COMMUNITY REQUEST	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73638	AXON STANDARDS - LICENSE	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73680	AXON RESPOND PLUS - LICENSE	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73739	AXON PERFORMANCE - LICENSE	120	02/15/2025	02/14/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	02/15/2025	02/14/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	34	02/15/2025	02/14/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	34	02/15/2025	02/14/2030
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	02/15/2025	02/14/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	02/15/2025	02/14/2030
Fleet 3 Advanced Renewal	80402	AXON RESPOND - LICENSE - FLEET 3	50	02/15/2025	02/14/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	02/15/2025	02/14/2030
A la Carte	73680	AXON RESPOND PLUS - LICENSE	34	02/15/2025	02/14/2030
A la Carte	73739	AXON PERFORMANCE - LICENSE	34	02/15/2025	02/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS UPSELL - BASIC TO PRO	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - FUSUS UPSELL - BASIC TO PRO	101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	2
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	9
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	3
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	120
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	120
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	85147	AXON TASER - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	4	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	120	02/15/2025	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	15	02/15/2025	02/14/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	34	02/15/2025	02/14/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	02/15/2025	02/14/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	02/15/2025	02/14/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	50	02/15/2025	02/14/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	02/15/2025	02/14/2030
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	42	02/15/2025	01/12/2028
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	50	02/15/2025	02/29/2028
AB4 FLEX POV HARDWARE BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	17	01/15/2026	02/14/2030
BUNDLE - FUSUS UPSELL - BASIC TO PRO	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/15/2026	02/14/2030
BUNDLE - FUSUS UPSELL - BASIC TO PRO	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	5	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	5	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	5	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/15/2026	02/14/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	144	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	120	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	01/15/2026	02/14/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	01/15/2026	02/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5100 OVERLAND DR	LAWRENCE	KS	66049-4201	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + PSO	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	85144	AXON BODY - PSO - STARTER	1	\$11,061.19	\$0.00	\$11,061.19
Upfront Hardware + PSO	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00001	AB4 Camera Bundle	154	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00002	AB4 Multi Bay Dock Bundle	19	\$834.10	\$0.00	\$834.10
Upfront Hardware + PSO	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	\$0.00	\$0.00	\$0.00
Year 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	42	\$0.00	\$0.00	\$0.00
Year 1	73680	AXON RESPOND PLUS - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 1	73739	AXON PERFORMANCE - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	50	\$0.00	\$0.00	\$0.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$307.06	\$0.00	\$307.06
Year 1	BWCUwTAP	BWC Unlimited with TAP	34	\$4,677.44	\$0.00	\$4,677.44
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$4,709.87	\$0.00	\$4,709.87
Year 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	\$131.78	\$0.00	\$131.78
Year 1	M00008	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	120	\$177,058.93	\$0.00	\$177,058.93
Year 1	M00022	BUNDLE - FUSUS UPSELL - BASIC TO PRO	1	\$19,212.31	\$0.00	\$19,212.31
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$153,742.29	\$0.00	\$153,742.29
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$100,810.03	\$0.00	\$100,810.03
Total				\$472,545.00	\$0.00	\$472,545.00

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	42	\$0.00	\$0.00	\$0.00
Year 2	73680	AXON RESPOND PLUS - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 2	73739	AXON PERFORMANCE - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	50	\$0.00	\$0.00	\$0.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$1,005.33	\$0.00	\$1,005.33
Year 2	BWCUwTAP	BWC Unlimited with TAP	34	\$15,313.85	\$0.00	\$15,313.85
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$15,420.02	\$0.00	\$15,420.02
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	\$431.45	\$0.00	\$431.45
Year 2	M00008	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	120	\$579,687.36	\$0.00	\$579,687.36
Year 2	M00022	BUNDLE - FUSUS UPSELL - BASIC TO PRO	1	\$62,900.99	\$0.00	\$62,900.99
Total				\$674,759.00	\$0.00	\$674,759.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	42	\$0.00	\$0.00	\$0.00
Year 3	73680	AXON RESPOND PLUS - LICENSE	34	\$0.00	\$0.00	\$0.00

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73739	AXON PERFORMANCE - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	50	\$0.00	\$0.00	\$0.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$1,005.33	\$0.00	\$1,005.33
Year 3	BWCUwTAP	BWC Unlimited with TAP	34	\$15,313.85	\$0.00	\$15,313.85
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$15,420.02	\$0.00	\$15,420.02
Year 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	\$431.45	\$0.00	\$431.45
Year 3	M00008	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	120	\$579,687.36	\$0.00	\$579,687.36
Year 3	M00022	BUNDLE - FUSUS UPSELL - BASIC TO PRO	1	\$62,900.99	\$0.00	\$62,900.99
Total				\$674,759.00	\$0.00	\$674,759.00

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	42	\$0.00	\$0.00	\$0.00
Year 4	73680	AXON RESPOND PLUS - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 4	73739	AXON PERFORMANCE - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	50	\$0.00	\$0.00	\$0.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$1,005.33	\$0.00	\$1,005.33
Year 4	BWCUwTAP	BWC Unlimited with TAP	34	\$15,313.85	\$0.00	\$15,313.85
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$15,420.02	\$0.00	\$15,420.02
Year 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	\$431.45	\$0.00	\$431.45
Year 4	M00008	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	120	\$579,687.36	\$0.00	\$579,687.36
Year 4	M00022	BUNDLE - FUSUS UPSELL - BASIC TO PRO	1	\$62,900.99	\$0.00	\$62,900.99
Total				\$674,759.00	\$0.00	\$674,759.00

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	42	\$0.00	\$0.00	\$0.00
Year 5	73680	AXON RESPOND PLUS - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 5	73739	AXON PERFORMANCE - LICENSE	34	\$0.00	\$0.00	\$0.00
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	50	\$0.00	\$0.00	\$0.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$1,005.33	\$0.00	\$1,005.33
Year 5	BWCUwTAP	BWC Unlimited with TAP	34	\$15,313.85	\$0.00	\$15,313.85
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$15,420.02	\$0.00	\$15,420.02
Year 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	\$431.45	\$0.00	\$431.45
Year 5	M00008	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	120	\$579,687.36	\$0.00	\$579,687.36
Year 5	M00022	BUNDLE - FUSUS UPSELL - BASIC TO PRO	1	\$62,900.99	\$0.00	\$62,900.99
Total				\$674,759.00	\$0.00	\$674,759.00

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 Sourcwell #101223-AXN 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 <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-266480, Q-463074, Q-411428

Agency is terminating those contracts effective 2/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$254,552.32

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

Q-463074 - INV-270765 - 3/1/2024 - \$131,240.01

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under originating quote #Q-266480. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/25/2024



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	



Agenda Item Report

City Commission - Nov 05 2019

Department	Staff Contact
Police	Trent McKinley, Captain

Recommendations

Consider authorizing the Lawrence Police Department to enter into a 5 year contract with Axon Enterprises Inc. for the purchase of 154 Axon Body 3 body worn cameras with associated software/hardware for \$1,261,999.86 (year 1 - \$461,999.94, year 2-5 - \$199,999.98)

Executive Summary

The Lawrence Police Department has been pursuing the use of Body Worn Cameras for several years. Through a 2017 budget request, \$462,000 of City funds were allocated to the purchase of Body Worn Cameras beginning in 2018. Later in 2017 the City of Lawrence was notified it was selected as a recipient of Federal funding to implement a Body Worn Camera program, through a grant from the United States Department of Justice which the Lawrence Police Department applied for. The Federal grant provides matching funds to purchase the equipment necessary to implement a Body Worn Camera program, through on-going operational costs for future years were not included in the grant award.

The Lawrence Police Department therefore plans to fund the \$462,000 project to outfit all 154 sworn members of the Police Department with body cameras by using \$231,000 of federal funds and \$231,000 of City funds.

In accordance with Federal requirements outlined in the grant the Department conducted a competitive selection process for a Body Worn Camera vendor, including a three-month test and evaluation process which concluded earlier this year. A formal request for proposals was then conducted and Axon Enterprises, Inc. was selected at the conclusion of that process. Axon provides a comprehensive Body Worn Camera system along with proprietary software to effectively monitor and manage the associated evidence generated by the Body Worn Cameras. The ease of use, powerful management tools, along with durability allowed Axon to stand out from the rest of the camera vendors.

The Department policy will be formally approved and publicly released prior to the Body Cameras being put into use. The anticipated start of camera usage will be in the first quarter of 2020.

Strategic Plan Critical Success Factor

Effective Governance/Professional Administration
Safe, Healthy, and Welcoming Neighborhoods
Core Services

Fiscal Impact

With the Federal Grant paying \$231,000 the fiscal impact to the City is \$230,999.97 for the first year costs and \$199,999.98 for year 2-5 of the contract. This item was in the 2019 Police Department budget.

Action Requested

Authorize the City Manager to sign a 5 year contract with Axon Enterprises, Inc. to provide 154 Body Worn Cameras and associated software/hardware for the Lawrence Police Department.

Previous Agenda Reports:

[03/19/19 Commission Meeting - Regular Agenda Item No. 4](#) (CIP discussion)

[06/19/18 Commission Meeting - City Manager's Report](#)

[05/09/17 Commission Meeting/Work Session - Included in 2018 Budget Discussion](#)

Attachments

[Axon Signed MSPA](#)

[Lawrence Police Dept.-Axon 10-30-19 \(154\)AB3 - UNLPerformanceAware](#)

[Axon Full Service Appendix training](#)



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Evidence**" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"**Products**" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

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

"**Services**" means all services provided by Axon pursuant to this Agreement.

3 **Payment.** Axon invoices upon shipment. Payment is due net 60 days from the invoice date. Payment obligations are non-cancelable unless otherwise provided for in this Agreement. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

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

5 **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.

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

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Extended conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured product during the

warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

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

7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

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

- 8 Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
- 9 Design Changes.** Axon may make design changes to any Axon product or service without making the same change to products and services previously purchased by Agency. If any such change involves a product or service under this Agreement, Axon shall notify the Agency when it releases such design change to the general public.
- 10 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 11 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.
- 12 IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.
- 13 IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender

to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

- 14 **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

15 **Termination.**

15.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

15.2 **By Agency.** Agency is obligated to pay the fees under this Agreement. Notwithstanding the foregoing, the Parties acknowledge that Agency is a municipality and subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency. Agency may also terminate this Agreement for convenience upon 60 days written notice to Axon.

15.3 **Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

- 16 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. If Agency is required by law to disclose Confidential Information, Axon agrees to indemnify Agency against any loss or liability arising out of the disclosure or use of any Confidential Information.

17 **General.**

17.1 **Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.

- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:
- | | | |
|-------|---------------------------|------------------|
| Axon: | Axon Enterprise, Inc. | Agency: |
| | Attn: Contracts | Attn: |
| | 17800 N. 85th Street | Street Address |
| | Scottsdale, Arizona 85255 | City, State, Zip |
| | contracts@axon.com | Email |
- 17.12 Entire Agreement.** This Agreement, including the Appendices, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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



Axon Enterprise, Inc.

Signature: Robert Driscoll

Name: Robert Driscoll

Title: VP, Associate General Counsel

Date: 10/16/2019

Agency

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Evidence.
Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.



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- 8 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9 **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11 **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1. The Termination provisions of this Agreement apply; or
 - 11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 12 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.
- 13 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or



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transmit malicious code.

- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.
- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Technology Assurance Plan Appendix

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

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote ("**Spare Products**"). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date ("**OSP 7 Term**").
- 7 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.



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- 7.1. TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.
- 7.2. OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.
- 8. TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.
- Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.
- If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.
- 9. Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.
- 10. Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
- 10.2.** Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.
- 10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



Axon Auto-Tagging Appendix

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

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal SidearmEvidence Sync, TASER, TASER 7, and TASER CAM



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AXON

Lawrence Police Dept. - KS

AXON SALES REPRESENTATIVE

Chris Neubeck

602-708-0074

cneubeck@axon.com

ISSUED

10/29/2019



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-231782-43768.000CN

Issued: 10/29/2019

Quote Expiration: 12/20/2019

Account Number: 189114

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Gregory Burns Jr
Lawrence Police Dept. - KS
111 EAST ELEVENTH ST.
LAWRENCE, KS 66044
US

BILL TO

Lawrence Police Dept. - KS
4820 BOB BILLINGS PKWY.
Lawrence, KS 66049
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SALES REPRESENTATIVE

Chris Neubeck
Phone: 602-708-0074
Email: cneubeck@axon.com
Fax: (480) 658-0629

PRIMARY CONTACT

Gregory Burns Jr
Phone: (502) 574-7111
Email: gburns@lkpd.org

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	6,160	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	10	468.00	468.04	4,680.40
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
Hardware					
73202	AXON BODY 3 - NA10	154	699.00	499.00	76,846.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera	154	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	19	1,495.00	1,495.00	28,405.00
73255	5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay	19	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	47	279.00	279.00	13,113.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	154	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	154	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	154	0.00	0.00	0.00
Other					
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	154	0.00	0.00	0.00
73461	Evidence.com Unlimited Plus License Annual Payment	154	1,068.00	1,793.01	276,123.54
73465	Performance Service: 5 Year	154	0.00	0.00	0.00
73427	Performance Annual Payment	154	300.00	300.00	46,200.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
71019	NORTH AMERICA POWER CORD	19	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR	154	0.00	0.00	0.00
73403	Aware Annual Payment	154	108.00	108.00	16,632.00
Services					
85055	AXON FULL SERVICE	1	17,000.00	0.00	0.00
				Subtotal	461,999.94
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	461,999.94

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
73202	AXON BODY 3 - NA10	5	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	0.00	0.00	0.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera	5	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	10	468.00	467.87	4,678.70
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
Other					
73461	Evidence.com Unlimited Plus License Annual Payment	154	1,068.00	860.32	132,489.28
73427	Performance Annual Payment	154	300.00	300.00	46,200.00
73403	Aware Annual Payment	154	108.00	108.00	16,632.00
				Subtotal	199,999.98
				Estimated Tax	0.00
				Total	199,999.98

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	10	468.00	467.87	4,678.70
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
Other					
73461	Evidence.com Unlimited Plus License Annual Payment	154	1,068.00	860.32	132,489.28
73427	Performance Annual Payment	154	300.00	300.00	46,200.00
73403	Aware Annual Payment	154	108.00	108.00	16,632.00
				Subtotal	199,999.98
				Estimated Tax	0.00
				Total	199,999.98

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	10	468.00	467.87	4,678.70
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
Other					
73461	Evidence.com Unlimited Plus License Annual Payment	154	1,068.00	860.32	132,489.28
73427	Performance Annual Payment	154	300.00	300.00	46,200.00
73403	Aware Annual Payment	154	108.00	108.00	16,632.00
				Subtotal	199,999.98
				Estimated Tax	0.00
				Total	199,999.98

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	10	468.00	467.87	4,678.70
85110	EVIDENCE.COM INCLUDED STORAGE	300	0.00	0.00	0.00
Other					
73461	Evidence.com Unlimited Plus License Annual Payment	154	1,068.00	860.32	132,489.28
73427	Performance Annual Payment	154	300.00	300.00	46,200.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
73403	Aware Annual Payment	154	108.00	108.00	16,632.00
				Subtotal	199,999.98
				Estimated Tax	0.00
				Total	199,999.98
Grand Total					1,261,999.86

Discounts (USD)

Quote Expiration: 12/20/2019

List Amount	1,329,579.00
Discounts	67,579.14
Total	1,261,999.86

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	461,999.94
Spares	0.00
Year 2	199,999.98
Year 3	199,999.98
Year 4	199,999.98
Year 5	199,999.98
Grand Total	1,261,999.86

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

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. 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: _____	Date: _____
Name (Print): _____	Title: _____
PO# (Or write N/A): _____	

Please sign and email to Chris Neubeck at cneubeck@axon.com or fax to (480) 658-0629

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		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

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

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

- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 7 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 8 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



LAWRENCE, KANSAS POLICE DEPARTMENT

Memorandum

To: Rich Lockhart – Chief of Police
Craig Owens – City Manager
From: Lieutenant Ryan Halsted – Patrol Division
Date: 10/29/2024
Re: Renewal of Axon contract for body worn cameras

Background

At the end of 2019 and beginning of 2020, the Lawrence Police Department purchased Axon body worn cameras for every sworn member of the Department. A federal grant partially funded the purchase with the remainder by City CIP. A five-year contract was awarded for the body worn camera system which is expiring.

The body worn camera contract was later amended at the end of 2020 to incorporate the separate Axon contract for the Taser CEW utilized by many officers. In Q4 2022, the department added Axon Fleet 3 in-car camera systems for fifty (50) patrol and support vehicles. Axon's Digital Evidence Management System solved for storage needs of the additional digital evidence gained from the in-car cameras and was capable of managing other digital evidence from body cameras, computers, mobile devices and other digital media.

Discussion

As the primary contract reached the last year of service, consolidating the multiple agreements was considered. A consolidated services contract using the Sourcewell cooperative contract would avoid an overall 8% percent price increase from 2024 to 2025. The savings in dollars is \$253,000 demonstrating *sound fiscal stewardship*. The consolidated contract allows the department to retain current pricing for 2025.

Having a single contract to manage rather than numerous contracts with different expiry dates shows *efficient and effective processes* in action. All Axon products and services in use: body worn cameras, Tasers, Fleet 3 in-car camera system, Digital Evidence Management System, as well as Axon Investigate (a digital forensic program) would be more easily managed.

Fusus software, including implementation, is included in the consolidated contract. Fusus provides the ability to integrate real time video data along with historical data from subscribers and increases efficient responses and the solvability of cases. As of October 10th, 2024, we currently store over 181 Terabytes (TB) of information in Axon evidence.com which constitutes digital



evidence of all types and for all types of cases. This represents 444,044 individual pieces of digital evidence that without a new contract, the amount of digital evidence that we would have to process, and store would be overwhelming.

Line Item 101.1502 301010 Software/Computer is currently budgeted for \$472,545 for all of the contracts with Axon. This will be the same for the start of our contract in 2025. Years two through five would then increase to \$674,759 and the line item would need to be increased.

lawrenceks.org/police