



# Agenda Item Executive Summary

A Resolution Waiving Bids And Approving Of  
The Purchase Of Mobile Video Recorders  
Manufactured By Axon Enterprise, Inc. Through  
Item Name The Sourcewell Governmental Purchasing Coop Committee  
or Board Board

## BUDGET IMPACT

Amount: \$274,340.00 (\$54,868.00 per year for five years) Budgeted TBD

List what fund Equitable Sharing Fund

## EXECUTIVE SUMMARY

The police department and IT staff request the Village Board to authorize the approval of the quote and statement of work with Axon Enterprise, Inc. for the purchase of mobile video recorders (MVRs) before the fiscal year 2023-2024 operating budget is finalized and approved. Axon Enterprise, Inc. was awarded a national cooperative contract through Sourcewell Contract 010720-AXN for Public Safety Video Surveillance. The Suburban Purchasing Cooperative (SPC) Governing Board also announced the adoption of all Sourcewell contracts to the Sourcewell/SPC Interlocal Agreement.

The police department's existing MVRs have reached the end of their useful service life. The existing MVR vendor can no longer provide replacement parts nor does it have any remaining inventory of the MVRs the police department currently uses.

Axon Enterprise, Inc. informed its customers to expect delayed delivery times of approximately twelve months for MVRs due to supply chain issues. To ensure the MVRs are ordered and delivered as soon as possible, the police department and IT department staff recommend approval of the purchasing agreement with Axon Enterprise, Inc. before the fiscal years 2023-24 budget is finalized and approved.

The police department created a working group consisting of police and IT staff to identify a vendor. Axon Enterprise, Inc. was selected since it could provide an integrated solution for the police department's MVRs, body worn camera systems, digital evidence processing, and Taser conducted energy weapons (CEWs). The police department will also be seeking approval to purchase body worn cameras and CEWs from Axon Enterprise, Inc. during the fiscal years 2023-24 budget process.

The MVRs, body worn cameras, and Taser CEWs from Axon Enterprise, Inc. will be funded through the use of equitable sharing funds.

## ATTACHMENTS (PLEASE LIST)

- Police Department Memorandum
- Resolution
- Axon Enterprise, Inc. Quote & Statement of Work

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

**X MOTION: I move to approve Resolution 2022 - \_\_\_\_\_, A Resolution Waiving Bids And Approving Of The Purchase Of Mobile Video Recorders Manufactured By Axon Enterprise, Inc. Through The Sourcewell Governmental Coop**

**POLICE DEPARTMENT MEMORANDUM**  
**22-30**

**DATE:** October 24, 2022

**TO:** Paula Schumacher, Village Administrator

**FROM:** Geoffrey T. Pretkelis, Chief of Police

**RE:** Approval of the Quote and Statement of Work with Axon Enterprise, Inc. for the Purchase of Mobile Video Recorders

The police department and IT staff request the Village Board to authorize the approval of the quote and statement of work with Axon Enterprise, Inc. for the purchase of mobile video recorders (MVRs) before the fiscal year 2023-2024 operating budget is finalized and approved. Approval ahead of the normal budget process is necessary based on a number of different factors.

First, the police department's existing MVRs have reached the end of their useful service life and are approaching a critical state. Due to chip constraints and changes to product lines, the police department's existing MVR vendor (SafeFleet) can no longer provide replacement parts nor does it have any remaining inventory of the MVRs the police department currently uses.

Second, Axon Enterprise, Inc. informed its customers to expect delayed delivery times of approximately twelve months for MVRs due to supply chain issues. Therefore, the earliest the police department would be able to implement a new MVR solution would be November of 2023. To ensure the MVRs are ordered and delivered as soon as possible, the police department and IT staff recommend approval of the purchasing agreement with Axon Enterprise, Inc. before the fiscal year 2023-2024 operating budget is finalized and approved.

**BACKGROUND**

The police department began researching alternatives to its MVRs and body worn camera systems after Governor J.B. Pritzker signed Public Act (P.A.) 101-0652, also known as the Safety, Accountability, Fairness and Equity – Today (SAFE-T) Act. It amended the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10) requiring all law enforcement agencies with municipalities with a population of less than 50,000 to implement the use of body worn cameras by January 1, 2025. The goal of the police department's research was to identify a vendor that could provide an integrated solution for its MVRs, body worn camera systems, digital evidence processing, and Taser conducted energy weapons.

The police department created a working group consisting of police and IT staff to create a list of required features and state law basic guideline requirements, and to identify market leaders and other area police departments that could provide product references based on their experiences with the different vendors. The working group participated in presentations and demonstrations from Motorola Solutions, Axon Enterprise, Inc., and Panasonic. The working group also created a survey and spoke with police departments who currently use each of the different solutions.

Based on the working group's research, it was determined that Axon Enterprise, Inc. offered the best solution to meet the needs of the police department. Axon Enterprise, Inc. is recognized as the industry leader in body worn camera systems. It has the largest market share relative to its competitors and it invests millions of dollars in research and development expenses.

The police department then conducted a six-week pilot program to test Axon Enterprise, Inc.'s body worn cameras to determine the ease of use, dependability, and capabilities of the cloud-based storage platform. Based on that pilot program, the working group concluded that Axon

Enterprise, Inc. should be selected as the police department's MVR and body worn camera vendor.

The Axon Enterprise, Inc. platform enables the police department to centralize storage of its video evidence from all MVR and body worn camera sources while providing officers with a single interface to manage these types of video evidence. The cloud-based storage platform, Evidence.com, also facilitates the sharing of video evidence with state's attorneys, defense attorneys, the county court systems, and FOIA through a simple online interface. It eliminates the need to purchase or produce DVDs for court, FOIA, or backup purposes.

Entering into a purchasing agreement with Axon Enterprise, Inc, also allows the police department to start adopting several of recommendations in the 2021-22 Strategic Technology Utilization Plan for the Village of Bartlett in regard to replacement of current MVRs, digital storage and redundancy, body worn cameras, and Taser conducted energy weapons.

Axon Enterprise, Inc. was awarded a national cooperative contract through Sourcewell Contract 010720-AXN for Public Safety Video Surveillance. Sourcewell is a self-sustaining government organization that provides cooperative purchasing services to more than 70,000 state and local government entities, public as well as tax exempt private K-12, higher education institutions and nonprofit organizations. The Suburban Purchasing Cooperative (SPC) Governing Board also announced the adoption of all Sourcewell contracts to the Sourcewell/SPC Interlocal Agreement.

Axon Enterprise, Inc. submitted a quotation for a five-year contract in which the total cost of implementation would be split over the duration of five years. The total cost for Axon Enterprise, Inc.'s MVRs is \$274,340.00 (\$54,868.00 per year for five years). It includes 25 Fleet 3 MVRs, 25 Cradlepoint routers, 50 door trigger hardware, warranty, and installation. It also includes Axon Enterprise, Inc.'s Technology Assurance Plan (TAP), which provides new MVRs without additional cost at year five of the agreement.

As stated earlier, the goal of the police department's research was to identify a vendor that could provide an integrated solution for its MVRs, body worn camera systems, digital evidence processing, and Taser conducted energy weapons. The police department will also be seeking approval to purchase body worn cameras and Taser conducted energy weapons from Axon Enterprise, Inc. during the fiscal year 2023-2024 operating budget process after we receive the updated pricing sometime in December of 2022 or January of 2023. The current lead time for body worn camera systems and Taser conducted energy weapons is four to six weeks.

The MVRs, body worn cameras, and Taser conducted energy weapons from Axon Enterprise, Inc. will be funded through the use of equitable sharing funds.

## **RESOLUTION:**

I move to approve Resolution 2022 - \_\_\_\_\_, A Resolution Waiving Bids And Approving Of The Purchase Of Mobile Video Recorders Manufactured By Axon Enterprise, Inc. Through The Sourcewell Governmental Coop

RESOLUTION 2022 - \_\_\_\_\_

**A RESOLUTION WAIVING BIDS AND APPROVING OF  
THE PURCHASE OF MOBILE VIDEO RECORDERS MANUFACTURED  
BY AXON ENTERPRISE, INC. THROUGH THE SOURCEWELL  
GOVERNMENTAL PURCHASING COOP**

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**WHEREAS**, Section 1-8A-5:E of the Bartlett Municipal Code, as amended, provides that all contracts and purchase orders for the purchase of equipment, materials, supplies and contracts for public improvements in excess of \$30,000 shall be let to the lowest responsible bidder after advertising for bids (the "Public Bidding Requirement") unless waived by a vote of 2/3 of the trustees then holding office or otherwise exempt or excepted by law; and

**WHEREAS**, the Village of Bartlett (the "Village") is a governmental unit within the meaning of Section 1 of the Governmental Joint Purchasing Act (30 ILCS 525/1); and

**WHEREAS**, Section 2 of the Governmental Joint Purchasing Act expressly authorizes governmental units to purchase personal property, supplies and services jointly with one or more other governmental units (30 ILSC 525/2); and

**WHEREAS**, Section 4.2 of the Governmental Joint Purchasing Act expressly authorizes any governmental unit to procure personal property, supplies and services under any contract let by the State of Illinois without violating any bidding requirement otherwise applicable to it (30 ILCS 525/4.2); and

**WHEREAS**, Section 2, of the Governmental Joint Purchasing Act expressly provides that the provisions of any other Acts under which a unit of government operates pertaining to purchasing procedures are superseded by the Governmental Joint Purchasing Act (30 ILCS 525/2); and

**WHEREAS**, the Axon MVR's and Peripherals (hereinafter defined) are not currently available for purchase through the Illinois Department of Central Management Services ("CMS"), and are therefore not available for joint purchasing through the State of Illinois; and

**WHEREAS**, Section 3 of the Governmental Joint Purchasing Act contemplates situations where the State of Illinois is not a party to a joint purchase agreement or a participant state, but goods and services are nevertheless procured through a competitive selection process; and

**WHEREAS**, Article VII, Section 10, of the 1970 Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) allow joint purchase activities beyond the scope of the Governmental Joint Purchasing Act; and

**WHEREAS**, Sourcewell (formerly NJPA), a State of Minnesota local government agency and services cooperative created under the laws of Minnesota, went through a competitive selection process for public safety video surveillance solutions and related equipment, software and accessories, including mobile video recorders (“MVR’s), body cameras, and tasers manufactured by Axon Enterprise, Inc. (the “Axon Equipment”) and entered into a certain purchasing agreement with Sourcewell (Contract 010720-AXN Public Safety Video Surveillance) for national aggregate pricing consortium resulting in significant discounts and immediate cost saving opportunities, including the Axon Equipment, available to more than 70,000 state and local governmental entities, public and tax exempt private education (K-12) and higher education institutions, public and not-for-private entities nationwide, including the Village of Bartlett; and

**WHEREAS**, Sourcewell solicited bids or proposals for, among other things, the Axon Equipment, including the Axon MVR’s and Peripherals (hereinafter defined) at a cost below Axon’s MSRP for the Axon MVR’s and Peripherals; and

**WHEREAS**, the Bartlett Police Department researched and tested the products of various manufacturers of MVR’s and body worn cameras (See Police Department Memorandum 22-30 dated October 24, 2022 incorporated herein by reference) and determined that the Axon Equipment is the preferred manufacturer of the MVR’s and body cameras; and

**WHEREAS**, the sole source of the preferred MVR’s that will synchronize with body cameras also manufactured by Axon and interactive software and the software utilized by the Bartlett Police Department, is Axon Enterprises, Inc.; and

**WHEREAS**, the purchase of the of the Axon MVR’s and Peripherals (hereinafter defined) is exempt from the Public Bidding Requirements for the reasons stated in the above Recitals, and in addition thereto Section 1-8A-5E of the Bartlett Municipal Code provides that bidding requirements may be waived by a vote of two-thirds of all of the Trustees then holding office;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Board of Trustees hereby technically waives competitive bidding and advertising for bids in connection with the purchase of the 25 Fleet 3 MVR’s, 25 cradlepoint routers, 50 door trigger hardware, warranty, installation and Axon’s Technology Assurance Plan (“TAP”) for \$274,340.00 (\$54,868.00 per year for five years) and hereby approves of the purchase thereof from Axon Enterprise, Inc. (utilizing Sourcewell Contract 0010720-AXN for Public Safety Video Surveillance) which has resulted in significant savings to the Village and its residents, and the said Board does hereby approve of the purchase of the Axon MVR’s and Peripherals at a total purchase price over five years of \$274,340.00 utilizing the Sourcewell buying consortium;

**SECTION TWO:** The Village Administrator is hereby authorized to sign the Axon Enterprise, Inc. quote or purchase order to purchase the AXON MVR's and Peripherals at the price approved in Section One of this Resolution, and to execute such other documents necessary to complete the purchase of the Axon MVR's and Peripherals.

**SECTION THREE: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:  
NAYS:  
ABSENT:

PASSED:  
APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - \_\_\_\_\_ enacted on \_\_\_\_\_, 2022, approved on \_\_\_\_\_, 2022 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk



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

Q-411823-44852.678JS

Issued: 10/18/2022

Quote Expiration: 12/15/2022

Estimated Contract Start Date: 10/01/2023

Account Number: 132965

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business,Delivery,Invoice-228 S Main St 228 S Main St Bartlett, IL 60103-4421 USA	Bartlett Police Dept. - IL 228 S Main St Bartlett, IL 60103-4421 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jake Sheedy Phone: Email: jsheedy@axon.com Fax:	Geoff Pretkelis Phone: 630-7427459 Email: gpretkelis@bartlett.il.gov Fax:

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$274,340.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$274,340.00</b>

### Discount Summary

Average Savings Per Year	\$13,961.00
<b>TOTAL SAVINGS</b>	<b>\$69,805.00</b>

### Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$54,868.00	\$0.00	\$54,868.00
Sep 2024	\$54,868.00	\$0.00	\$54,868.00
Sep 2025	\$54,868.00	\$0.00	\$54,868.00
Sep 2026	\$54,868.00	\$0.00	\$54,868.00
Sep 2027	\$54,868.00	\$0.00	\$54,868.00
<b>Total</b>	<b>\$274,340.00</b>	<b>\$0.00</b>	<b>\$274,340.00</b>

Quote Unbundled Price: \$344,145.00  
 Quote List Price: \$338,130.00  
 Quote Subtotal: \$274,340.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3B+TAP	Fleet 3 Basic + TAP	25	60	\$173.01	\$169.00	\$148.59	\$222,885.00	\$0.00	\$222,885.00
<b>A la Carte Hardware</b>									
71210	FLEET DOOR TRIGGER HARDWARE, US	50			\$18.60	\$18.60	\$930.00	\$0.00	\$930.00
100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25			\$2,999.00	\$1,672.00	\$41,800.00	\$0.00	\$41,800.00
100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25			\$349.00	\$349.00	\$8,725.00	\$0.00	\$8,725.00
<b>Total</b>							<b>\$274,340.00</b>	<b>\$0.00</b>	<b>\$274,340.00</b>

# Delivery Schedule

## Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	25	09/01/2023
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	25	09/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	09/01/2023
A la Carte	100145	FLEET ANT., AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	09/01/2023
A la Carte	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	09/01/2023
A la Carte	71210	FLEET DOOR TRIGGER HARDWARE, US	50	09/01/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	25	09/01/2028

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	25	10/01/2023	09/30/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	50	10/01/2023	09/30/2028

## Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	25

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	25	10/01/2023	09/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	25	09/01/2024	09/30/2028

## Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	\$1,745.00	\$0.00	\$1,745.00
Year 1	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	\$8,360.00	\$0.00	\$8,360.00
Year 1	71210	FLEET DOOR TRIGGER HARDWARE, US	50	\$186.00	\$0.00	\$186.00
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	25	\$44,577.00	\$0.00	\$44,577.00
<b>Total</b>				<b>\$54,868.00</b>	<b>\$0.00</b>	<b>\$54,868.00</b>

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	\$1,745.00	\$0.00	\$1,745.00
Year 2	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	\$8,360.00	\$0.00	\$8,360.00
Year 2	71210	FLEET DOOR TRIGGER HARDWARE, US	50	\$186.00	\$0.00	\$186.00
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	25	\$44,577.00	\$0.00	\$44,577.00
<b>Total</b>				<b>\$54,868.00</b>	<b>\$0.00</b>	<b>\$54,868.00</b>

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	\$1,745.00	\$0.00	\$1,745.00
Year 3	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	\$8,360.00	\$0.00	\$8,360.00
Year 3	71210	FLEET DOOR TRIGGER HARDWARE, US	50	\$186.00	\$0.00	\$186.00
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	25	\$44,577.00	\$0.00	\$44,577.00
<b>Total</b>				<b>\$54,868.00</b>	<b>\$0.00</b>	<b>\$54,868.00</b>

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	\$1,745.00	\$0.00	\$1,745.00
Year 4	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	\$8,360.00	\$0.00	\$8,360.00
Year 4	71210	FLEET DOOR TRIGGER HARDWARE, US	50	\$186.00	\$0.00	\$186.00
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	25	\$44,577.00	\$0.00	\$44,577.00
<b>Total</b>				<b>\$54,868.00</b>	<b>\$0.00</b>	<b>\$54,868.00</b>

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	\$1,745.00	\$0.00	\$1,745.00
Year 5	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	\$8,360.00	\$0.00	\$8,360.00
Year 5	71210	FLEET DOOR TRIGGER HARDWARE, US	50	\$186.00	\$0.00	\$186.00
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	25	\$44,577.00	\$0.00	\$44,577.00
<b>Total</b>				<b>\$54,868.00</b>	<b>\$0.00</b>	<b>\$54,868.00</b>

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

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

10/18/2022



## FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

### **Introduction**

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

### **Purpose and Intent**

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

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

### **Acceptance**

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

### **Force Majeure**

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

#### **Schedule Change**

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

#### **Axon Fleet Deliverables**

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

#### **Security Clearance and Access**

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

#### **Training**

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

#### **Local Computer**

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

#### **Network**

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

#### **Cradlepoint Router**

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

#### **Evidence.com**

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

#### **Wireless Upload System**

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

#### **VEHICLE INSTALLATION**

#### **Preparedness**

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

#### **Existing Mobile Video Camera System Removal**

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

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

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

#### **In-Car Hardware/Software Delivery and Installation**

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

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

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

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

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

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