

RE: Axon Video as a Service (VaaS) Agreement between Axon and the City of Nixa

Background:

On July 12, 2023, we received notification about the discontinuation of our version of the LE4 software which is our department's digital evidence library, in-car camera video, and distribution system. This prompted an evaluation process to determine the optimal path for the police department's digital evidence management and in-car camera systems considering system compatibility, end-user functionality, cost, and future growth.

A thorough examination of various products was undertaken including upgrading our current systems. During this process we examined several companies reviewing each aspect of their products to determine what is going to be the best solution for today and the future operations of the department.

Analysis:

The staff met with representatives from Axon, Motorola and Panasonic about the products and services they provide. Through discussions with those representatives and our own due diligence, ultimately, Axon's video as a service (VaaS) and evidence.com solutions emerged as the clear choice. Because the costs of this solution were significant, the project was included as a 2024 capital improvement project.

The project was approved through the budget process. The total project costs for the five-year service agreement are \$352,512.20 with the one year payment (2024) being \$65,083.30.

To get the project started and lock in the quoted pricing, a written contract outlining the services to be rendered along with the associated costs was drawn up for signature.

As Axon is a participant in a National Cooperative Purchasing Agreement, staff can propose entering this contract through a resolution, bypassing the need for a formalized bid procedure in accordance with the city's purchasing policy.

Recommendation:

It is the police department and city administration staff's recommendation that the City of Nixa enter into this Video as a Service agreement between Axon and the City of Nixa.

MEMO SUBMITTED BY:

Joe Campbell | Chief of Police
jcampbell@nixa.com | 417-725-2510

RESOLUTION NO. 2024-01

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH AXON ENTERPRISE, INC.,**
3 **FOR SERVICES RELATED TO THE POLICE DEPARTMENT’S DIGITAL EVIDENCE**
4 **LIBRARY AND IN-CAR CAMERA VIDEO AND DISTRIBUTION SYSTEMS.**

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7 **WHEREAS** Section 2-170 of the Nixa City Code authorizes the City to participate
8 in cooperative purchasing arrangements provided that, when a cooperative purchase
9 exceeds \$10,000.00, the purchase must be submitted to City Council for approval; and

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11 **WHEREAS** City staff have been made aware of the services provided by Axon
12 Enterprise, Inc., (“Contractor”) and desires to enter into a contract with same; and

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14 **WHEREAS** City Council desires to enter into a contract with same and to authorize
15 the City Administrator to execute the Contract attached hereto as “Resolution Exhibit A.”

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17 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
18 **NIXA, AS FOLLOWS, THAT:**

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20 **SECTION 1:** City Council hereby authorizes the City Administrator, or designee,
21 to enter into a contract with the Contractor. Said contract to be in substantially similar
22 form as the document attached hereto, and incorporated herein by this reference, as
23 “Resolution Exhibit A.”

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25 **SECTION 2:** The City Administrator and the officers of the City are hereby
26 authorized to do all things necessary or convenient to carry out the terms and intent of
27 this Resolution.

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29 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
30 passage by the City Council and after its approval by the Mayor, subject to the provisions
31 of section 3.11(g) of the City Charter.

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34 **[Remainder of page intentionally left blank. Signatures follow on next page.]**
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RESOLUTION NO. 2024-01

47 **ADOPTED BY THE COUNCIL THIS 8th DAY OF January, 2024.**

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ATTEST:

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52 _____
PRESIDING OFFICER

CITY CLERK

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55 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2024.**

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ATTEST:

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60 _____
MAYOR

CITY CLERK

61

62

63 APPROVED AS TO FORM:

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66 _____
CITY ATTORNEY

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 the City of Nixa, MO the (“AGENCY”) for the purchase of the Axon Fleet in-car video solution (“FLEET”) and its supporting information, services and training.

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.

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 results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

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

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

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

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



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-519115-45280.986JK

Issued: 12/20/2023

Quote Expiration: 01/31/2024

Estimated Contract Start Date: 04/01/2024

Account Number: 126739

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Nixa Police Department - MO 715 W Center Cir Nixa, MO 65714-7001 USA	Nixa Police Department - MO 715 W Center Cir Nixa MO 65714-7001 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Jeremy Whitehill Phone: 417-725-2510 Email: jwhitehill@nixa.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$352,512.20
ESTIMATED TOTAL W/ TAX	\$352,512.20

Discount Summary

Average Savings Per Year	\$16,051.08
TOTAL SAVINGS	\$80,255.40

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$65,083.30	\$0.00	\$65,083.30
Mar 2025	\$67,686.64	\$0.00	\$67,686.64
Mar 2026	\$70,394.11	\$0.00	\$70,394.11
Mar 2027	\$73,209.87	\$0.00	\$73,209.87
Mar 2028	\$76,138.28	\$0.00	\$76,138.28
Total	\$352,512.20	\$0.00	\$352,512.20

Quote Unbundled Price:	\$432,767.60
Quote List Price:	\$377,033.00
Quote Subtotal:	\$352,512.20

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									
Fleet3A	Fleet 3 Advanced	19	60	\$303.46	\$254.57	\$228.85	\$260,889.00	\$0.00	\$260,889.00
A la Carte Hardware									
72035	FLEET 3 WIRELESS MIC KIT	24			\$702.60	\$702.60	\$16,862.40	\$0.00	\$16,862.40
A la Carte Software									
ProLicense	Pro License Bundle	10	60		\$39.00	\$42.25	\$25,350.00	\$0.00	\$25,350.00
BasicLicense	Basic License Bundle	38	60		\$15.00	\$16.25	\$37,050.00	\$0.00	\$37,050.00
A la Carte Services									
85144	AXON STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
A la Carte Warranties									
80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	24	49		\$2.05	\$2.05	\$2,410.80	\$0.00	\$2,410.80
Total							\$352,512.20	\$0.00	\$352,512.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	19	03/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	19	03/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	19	03/01/2024
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	19	03/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	19	03/01/2024
A la Carte	72035	FLEET 3 WIRELESS MIC KIT	24	03/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	19	03/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	38	04/01/2024	03/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	38	04/01/2024	03/31/2029
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	19	04/01/2024	03/31/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	19	04/01/2024	03/31/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	19	04/01/2024	03/31/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	38	04/01/2024	03/31/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	30	04/01/2024	03/31/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	19
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	19	03/01/2025	03/31/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	19	03/01/2025	03/31/2029
A la Carte	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	24	03/01/2025	03/31/2029

Payment Details

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	72035	FLEET 3 WIRELESS MIC KIT	24	\$3,113.26	\$0.00	\$3,113.26
Year 1	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	24	\$445.10	\$0.00	\$445.10
Year 1	85144	AXON STARTER	1	\$1,837.04	\$0.00	\$1,837.04
Year 1	BasicLicense	Basic License Bundle	38	\$6,840.43	\$0.00	\$6,840.43
Year 1	Fleet3A	Fleet 3 Advanced	19	\$48,167.17	\$0.00	\$48,167.17
Year 1	ProLicense	Pro License Bundle	10	\$4,680.30	\$0.00	\$4,680.30
Total				\$65,083.30	\$0.00	\$65,083.30

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	72035	FLEET 3 WIRELESS MIC KIT	24	\$3,237.79	\$0.00	\$3,237.79
Year 2	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	24	\$462.90	\$0.00	\$462.90
Year 2	85144	AXON STARTER	1	\$1,910.52	\$0.00	\$1,910.52
Year 2	BasicLicense	Basic License Bundle	38	\$7,114.05	\$0.00	\$7,114.05
Year 2	Fleet3A	Fleet 3 Advanced	19	\$50,093.87	\$0.00	\$50,093.87
Year 2	ProLicense	Pro License Bundle	10	\$4,867.51	\$0.00	\$4,867.51
Total				\$67,686.64	\$0.00	\$67,686.64

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	72035	FLEET 3 WIRELESS MIC KIT	24	\$3,367.30	\$0.00	\$3,367.30
Year 3	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	24	\$481.42	\$0.00	\$481.42
Year 3	85144	AXON STARTER	1	\$1,986.94	\$0.00	\$1,986.94
Year 3	BasicLicense	Basic License Bundle	38	\$7,398.61	\$0.00	\$7,398.61
Year 3	Fleet3A	Fleet 3 Advanced	19	\$52,097.63	\$0.00	\$52,097.63
Year 3	ProLicense	Pro License Bundle	10	\$5,062.21	\$0.00	\$5,062.21
Total				\$70,394.11	\$0.00	\$70,394.11

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	72035	FLEET 3 WIRELESS MIC KIT	24	\$3,501.99	\$0.00	\$3,501.99
Year 4	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	24	\$500.68	\$0.00	\$500.68
Year 4	85144	AXON STARTER	1	\$2,066.42	\$0.00	\$2,066.42
Year 4	BasicLicense	Basic License Bundle	38	\$7,694.56	\$0.00	\$7,694.56
Year 4	Fleet3A	Fleet 3 Advanced	19	\$54,181.52	\$0.00	\$54,181.52
Year 4	ProLicense	Pro License Bundle	10	\$5,264.70	\$0.00	\$5,264.70
Total				\$73,209.87	\$0.00	\$73,209.87

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	72035	FLEET 3 WIRELESS MIC KIT	24	\$3,642.07	\$0.00	\$3,642.07

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	24	\$520.70	\$0.00	\$520.70
Year 5	85144	AXON STARTER	1	\$2,149.08	\$0.00	\$2,149.08
Year 5	BasicLicense	Basic License Bundle	38	\$8,002.34	\$0.00	\$8,002.34
Year 5	Fleet3A	Fleet 3 Advanced	19	\$56,348.80	\$0.00	\$56,348.80
Year 5	ProLicense	Pro License Bundle	10	\$5,475.29	\$0.00	\$5,475.29
Total				\$76,138.28	\$0.00	\$76,138.28

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 Sourcewell Contract #010720-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 www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

12/20/2023

