

**CITY MANAGER'S REPORT  
DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE AXON ENTERPRISE, INC., PURCHASE FOR EQUIPMENT AND SOFTWARE IN THE NEW CITY OF LATHROP POLICE SERVICES BUILDING, CIP GG 19-08**

**RECOMMENDATION: Adopt Resolution Approving a Right of Entry Agreement and Purchase Agreement with Axon Enterprises, Inc., for Temporary Access to the Lathrop Police Stations and the Purchase of Equipment, Software Installation and Maintenance Services in the New City of Lathrop Police Services Building, CIP GG 19-08**

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**SUMMARY:**

On June 25, 2018, the Lathrop City Council approved the construction and purchase of a new police building. Since then, the 13,000 square foot facility, which includes many amenities such as; locker rooms, community meeting room, evidence room, interview rooms, vehicle storage, holding cells and a generator, is well into construction. At this time, staff is identifying the technical and software needs for the various operational areas of the facility.

Tonight, staff is requesting Council authorization of a Right of Entry Agreement and a five (5) year Agreement with Axon Enterprises, Inc. (Axon), for temporary access and purchase of equipment, software installation, video storage, support, and installation services in the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews.

**Summary of Payments**

Payment Amount	Amount
Year 1 (License, equipment, software and setup)	\$42,230
Year 2 (Annual license and maintenance)	\$8,728
Year 3 (Annual license and maintenance)	\$8,728
Year 4 (Annual license and maintenance)	\$8,728
Year 5 (Annual license and maintenance)	\$8,728

Amount not to exceed: \$77,142

**BACKGROUND:**

On June 28, 2018, the San Joaquin County Sheriff's Office (SJCOS) announced the deployment of body worn cameras to operations staff assigned to Lathrop Police Services, as part of the safety equipment issued to each deputy. The deployment represented the completion of the Axon system implementation for the San Joaquin County Sheriff's Office, which the City of Lathrop assigned deputies utilize and the City pays for as part of their law enforcement agreement.

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**DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING**  
**SERVICE AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE NEW**  
**LATHROP POLICE SERVICES BUILDING, CIP GG 19-08**

Also in June of 2018, the Lathrop City Council approved the construction and purchase of a new police building. Since then, the 13,000 square foot facility, which includes many amenities such as; locker rooms, community meeting room, evidence room, interview rooms, vehicle storage, holding cells and a generator, is well into construction.

Currently, staff is identifying technical and software needs related to information technology for the various operational areas of the new Lathrop police facility. This staff report requests authorization to purchase the necessary license, hardware, software, video storage and a 5-year maintenance plan necessary for the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews.

Since the City of Lathrop is not a direct customer of Axon, as it does not have its own police services, the City will be utilizing the San Joaquin County Sheriff’s Axon account to order the necessary license, software, hardware, video storage and a 5-year maintenance service plan for the Lathrop police services interview rooms. This would also include all streaming, video retention, and recording services to be stored and managed directly by the San Joaquin County Sheriff’s Office. Since the City contracts with the County for police services and the County has an established account with Axon and uses many of their products, at this time it makes sense for the City to continue with these services. However, the shipping and delivery of all products purchased by the City for its building will be coordinated with the Lathrop Information Technology Department.

Tonight, staff is requesting Council authorization of a Right of Entry Agreement and a five (5) year Agreement with Axon Enterprises, Inc. (Axon), for temporary access, purchase of equipment, software installation, video storage, support, and installation services in the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews.

**Summary of Payments**

Payment Amount	Amount
Year 1 (License, equipment, software and setup)	\$42,230
Year 2 (Annual license and maintenance)	\$8,728
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**DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING**  
**SERVICE AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE NEW**  
**LATHROP POLICE SERVICES BUILDING, CIP GG 19-08**

**REASON FOR RECOMMENDATION:**

Since the City of Lathrop is not a direct customer of Axon, as it does not have its own police services, the City will be utilizing the San Joaquin County Sheriff's Axon account to order the necessary license, software, hardware, and a 5-year maintenance service plan for the Lathrop police services evidence rooms.

This would also include all streaming, video storage, and recording services to be stored and managed directly by the San Joaquin County Sheriff's Office. Since the City contracts with the County for police services and the County has an established account with Axon and uses many of their products, at this time it made sense for the City to continue with these services. However, the shipping and delivery of all products purchased by the City for its building will be coordinated with the Lathrop Information Technology Department.

**FISCAL IMPACT:**

Capital Improvement Project GG 19-08 was created for the tracking of expenses related to the construction and purchase of the City of Lathrop Police Services building. Capital Improvement Project GG 19-08 has sufficient funds for this purchase; therefore, a budget amendment is not needed. Staff is only requesting Council authorization to enter into contract with Axon for the purchase of necessary license, hardware, software, video storage and a 5-year maintenance plan for the video/audio interview room to be located within the new City of Lathrop police services building. At some point in the near future, staff will return to Council with a fiscal update and construction progress of this project.

**ATTACHMENTS:**

- A. Resolution Approving a Service Agreement with Axon Enterprise, Inc., to Purchase Necessary Servicer License, Software, Hardware, and a 5-Year Maintenance Service Plan for the Lathrop Police Services Evidence Room.
- B. Right of Entry Agreement with\_Axon Enterprise, Inc. Quote included.

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**DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING**  
**SERVICE AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE NEW**  
**LATHROP POLICE SERVICES BUILDING, CIP GG 19-08**

**APPROVALS:**

  
\_\_\_\_\_  
Teresa Vargas  
City Clerk


12/7/2020  
Date

  
\_\_\_\_\_  
Tony Fernandes  
Chief Information Officer

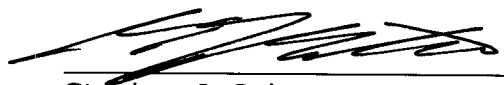
12-8-2020  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative Services Director

12/8/2020  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12-7-2020  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

12-8-2020  
Date

**RESOLUTION NO. 20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A RIGHT OF ENTRY AND PURCHASE AGREEMENT WITH AXON ENTERPRISES, INC., FOR TEMPORARY ACCESS AND THE PURCHASE OF EQUIPMENT, SOFTWARE INSTALLATION AND MAINTENANCE SERVICES IN THE NEW CITY OF LATHROP POLICE SERVICES BUILDING, CIP GG 19-08**

**WHEREAS**, on June 25, 2018, the Lathrop City Council approved the approved the construction and purchase of a new police building; and

**WHEREAS**, on June 28, 2018, the San Joaquin County Sheriff's Office (SJCSO) announced the deployment of body worn cameras to operations staff assigned to Lathrop Police Services, as part of the safety equipment issued to each deputy; and

**WHEREAS**; the deployment represented the completion of the Axon Enterprises, Inc. (Axon) system implementation for the San Joaquin County Sheriff's Office, which the City of Lathrop assigned deputies utilize and the City pays for as part of their law enforcement agreement; and

**WHEREAS**, since then, the 13,000 square foot facility, which includes many amenities such as; locker rooms, community meeting room, evidence room, interview rooms, vehicle storage, holding cells and a generator, is well into construction; and

**WHEREAS**, currently staff is identifying technical and software needs related to information technology for the various operational areas of the new Lathrop police facility; and

**WHEREAS**, this staff report requests authorization to purchase the necessary license, hardware, software, video storage and a 5-year maintenance plan necessary for the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews; and

**WHEREAS**, since the City of Lathrop is not a direct customer of Axon, as it does not have its own police services, the City will be utilizing the San Joaquin County Sheriff's Axon account to order the necessary license, software, hardware, video storage and a 5-year maintenance service plan for the Lathrop police services interview rooms; and

**WHEREAS**, this would also include all streaming, video retention, and recording services to be stored and managed directly by the San Joaquin County Sheriff's Office. Since the City contracts with the County for police services and the County has an established account with Axon and uses many of their products, at this time it makes sense for the City to continue with these services. However, the shipping and delivery of all products purchased by the City for its building will be coordinated with the Lathrop Information Technology Department; and

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop authorizes the City Manager to execute a right of entry agreement and purchase order agreement for a five (5) year term with Axon for temporary access and purchase of equipment, software installation, video storage, and maintenance support and installation services in the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews, with an amount not to exceed: \$77,142

**Summary of Payments**

Payment Amount	Amount
Year 1 (License, equipment, software and setup)	\$42,230.00
Year 2 (Annual license and maintenance)	\$8,728.00
Year 3 (Annual license and maintenance)	\$8,728.00
Year 4 (Annual license and maintenance)	\$8,728.00
Year 5 (Annual license and maintenance)	\$8,728.00

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

## RIGHT OF ENTRY AGREEMENT

### FOR AXON TO GAIN TEMPORARY ACCESS TO THE LATHROP POLICE STATION

This Temporary Right of Entry Agreement (herein referenced as either “Right of Entry Agreement” or simply “this Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Lathrop, a municipal corporation (herein called “City”), and Axon Enterprise, Inc. (herein called “Axon”).

#### WITNESSETH

For, and in consideration of, the mutual covenants hereof, City hereby conditionally grants to Axon temporary access to the Lathrop Police Station (“Premises”) to complete the scope of work listed in **Exhibit A** under contract with the County of San Joaquin for the benefit of the San Joaquin Sheriff’s Office (SO) and Lathrop Police Services (LPS), (hereinafter “Axon Services to LPS”) and Axon hereby agrees to abide by the following terms and conditions while providing Axon Services to LPS.

**1. Premises.**

The premises (“Premises”) consists of the main building at 940 River Islands Parkway, Lathrop, CA 95330.

**2. Use of Premises.**

A. Axon may only access the Premises to provide Axon Services to LPS as detailed in Exhibit A.

B. Axon agrees that its access to the Premises and any construction thereon shall be in accordance with the applicable provisions of City codes and ordinances and any other state or federal law, code or regulation applicable to Axon’s services to LPS. Axon acknowledges that nothing contained in this Right of Entry Agreement shall be deemed to entitle Axon to any City permit necessary for Axon’s work on the Premises, or waive any applicable City requirements relating thereto. This Agreement does not (a) supersede, nullify or amend any subsequent condition which may be imposed by the City in connection with the use of the Premises, or (b) amend any City laws, codes or rules.

C. Axon shall not use or allow any person to use the Premises in a manner that constitutes waste or nuisance, or impose unreasonable restrictions on City employees and public users of the Premises.

D. City reserves the right to maintain, develop and improve the Premises as it sees fit, regardless of the desires or views of Axon and without interference or hindrance from Axon provided that City’s actions shall not substantially interfere with Axon’s access to the Premises in accordance with this Right of Entry Agreement.

**RIGHT OF ENTRY AGREEMENT**

**FOR AXON TO GAIN TEMPORARY ACCESS TO THE LATHROP POLICE STATION**

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**1. Premises.**

The premises (“Premises”) consists of the main building at 952 River Islands Parkway, Lathrop, CA 95330.

**2. Use of Premises.**

A. Axon may only access the Premises to provide Axon Services to LPS as detailed in Exhibit A.

B. Axon agrees that its access to the Premises and any construction thereon shall be in accordance with the applicable provisions of City codes and ordinances and any other state or federal law, code or regulation applicable to Axon’s services to LPS. Axon acknowledges that nothing contained in this Right of Entry Agreement shall be deemed to entitle Axon to any City permit necessary for Axon’s work on the Premises, or waive any applicable City requirements relating thereto. This Agreement does not (a) supersede, nullify or amend any subsequent condition which may be imposed by the City in connection with the use of the Premises, or (b) amend any City laws, codes or rules.

C. Axon shall not use or allow any person to use the Premises in a manner that constitutes waste or nuisance, or impose unreasonable restrictions on City employees and public users of the Premises.

D. City reserves the right to maintain, develop and improve the Premises as it sees fit, regardless of the desires or views of Axon and without interference or hindrance from Axon provided that City’s actions shall not substantially interfere with Axon’s access to the Premises in accordance with this Right of Entry Agreement.



**3. Term of Right of Entry Agreement.**

The Term of this Right of Entry Agreement shall be a period commencing on the date the City provides Axon access to the Premises (the “Effective Date”) and ending upon the termination of the Services Agreement between Axon and the County of San Joaquin for Axon Services to LPS, or any extension thereof, unless terminated earlier as provided in this Right of Entry Agreement.

**4. Repairs, Maintenance and Improvements.**

A. Axon represents that Axon has inspected and examined Premises and accepts them in their present condition. Axon will maintain the Premises in the same condition as when received, except for normal wear and tear and except for modifications specifically approved by the City in writing.

B. Axon shall make no improvements to the Premises or install any improvements without first obtaining the written consent of City. Any such improvements or alterations to the Premises must be in compliance with any and all governing building codes. Any permanent fixtures or improvements made to the Premises shall become the property of the City upon termination of this Agreement. As used in this paragraph, “permanent fixtures” refers to fixtures that cannot be removed from the Premises without causing damage to the Premises in excess of \$500.

C. City will furnish for Axon’s use: rack space in the City’s Data Center, Ethernet cabling for each of the interview rooms, necessary ports on the Cisco Data switch and 120V power at each of the interview rooms and at data center. City shall maintain ownership of said equipment and Axon shall not negligently use or damage such equipment and Axon shall not remove such equipment upon expiration or other termination of this Agreement.

**5. Indemnification.**

City shall not be liable to Axon or any other person whomsoever for death or personal injury or for loss or destruction of, or damage to, property in, on or about the Premises and any improvement thereon, unless as a direct result of City’s acts. Upon the Effective Date of this Agreement, Axon shall, for the full term of this Agreement, indemnify and save harmless City and its officers, agents and employees from and defend the same against any and all claims, liens, liability, expense (including attorneys’ fees), losses and judgments arising from death or personal injuries or from the loss or destruction of, or damage to, property of any person whomsoever resulting from the acts, omissions or negligence of Axon, Axon’s officers, agents, contractors, permittees or employees.

**6. Insurance.**

A. Axon shall obtain insurance coverage beginning on the Effective Date and continuing through the entire Right of Entry Agreement Term. The acceptable insurance shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (ii) property insurance against all risks of loss to any tenant improvements or betterments; (iii) cyber insurance with a limit of no less than \$3 million against all risks of loss to City information technology hardware and software including, but not limited

to: data destruction, extortion, theft, hacking, and denial of service attacks; indemnifying the City for losses to others caused by Axon's errors and omissions or failure to safeguard data; and

B. Axon shall maintain limits no less than general liability \$1 million per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separate to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

C. Any deductibles or self-insured retention must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Axon shall provide a financial guaranty satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of the Premises.

(2) Axon's insurance coverage shall be primary insurance as respects City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Axon's insurance and shall not contribute with it.

(3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, or after ten (10) days prior written notice by mail if cancellation is due to non-payment of premium, has been given to City.

E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. Axon shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Section 10. All certificates and endorsements are to be received and approved by City before any work or improvements or alterations to the Premises commence. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**7. Events of Default by Axon.**

Each of the following events shall constitute "an event of default of Axon":

A. Any attempt to make or allow to be made by or from Axon any unauthorized modifications, alterations, or damage to the Premises.

B. Axon's failure to abide by the terms, covenants or conditions as specified in Section [2.A].

D. Axon's failure, after fifteen (15) days' written notice from City, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Axon;

E. Axon's filing of a voluntary petition in bankruptcy, or the assignment of all, or substantially all, of Axon's assets for the benefit of Axon's creditors or the institution of proceedings in bankruptcy against Axon.

**8. Results of Default by Axon.**

Upon the occurrence of an "event of default of Axon", and after fifteen (15) days' written notice from City, City, besides any other rights or remedies it may have, shall have the immediate right to remove all Axon persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Axon. Should City elect to re-enter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Right of Entry Agreement in its sole discretion and shall have the right to make alterations and repairs to said Premises and improvements. Axon shall be liable to City for all costs incurred to restore the Premises to its original condition as of the date of the effective date of this Right of Entry Agreement, reasonable wear and tear excepted.

**9. Nonwaiver of Defaults.**

The waiver by City of any breach by Axon of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition of this Agreement. No term, covenant or condition hereof can be waived except by the written consent of City and forbearance or indulgence by City, in any regard whatsoever, shall not constitute a waiver of the terms, covenants or conditions to be performed by Axon to which the same may apply, and until complete performance by Axon of the term, covenant or condition, City shall be entitled to revoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.

**10. Rights Upon Termination.**

If Axon is not in default hereunder, Axon shall have the right to remove only the trade fixtures which Axon may have placed or installed upon the Premises during the term of this Agreement; provided, however, that upon said removal, Axon shall repair, at the own expense of Axon, any damage resulting therefrom. The term "trade fixtures" means those improvements, other than structures or structural modifications installed by Axon, used for the conducting of business by Axon and which can be removed without interference or damage to structures.

**11. Mediation/Arbitration.**

All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including, but not limited to, breach thereof shall be decided under this Section 11 pursuant to mediation, and if necessary, arbitration.

A. Mediation.

(1) Any Mediation/Arbitration Dispute shall be referred to mediation before, and as a condition precedent to, the initiation of any arbitration proceeding.

(2) The parties shall submit any Mediation/Arbitration Dispute to an impartial neutral mediator selected by mutual consent of the parties. In the event the parties cannot agree on the selection of a mediator, the Mediation/Arbitration Dispute shall be referred to JAMS/Endispute, a professional mediation service. The parties shall equally bear the cost of mediation fees, subject only to the exception set forth in the next paragraph.

(3) If during the mediation a party ("offering party") makes a written offer of compromise to another party which is not accepted by such party ("refusing party") and the refusing party fails to obtain a more favorable result through arbitration, the refusing party shall pay the offering party all costs and expenses, including reasonable attorney fees and the cost of the mediator and arbitrator, incurred from the time the offer is refused.

B. Arbitration.

(1) A Mediation/Arbitration Dispute which is not resolved through mediation, as set forth above, shall be decided by neutral, binding arbitration and not by administrative proceeding or court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules governing the conduct of arbitration proceedings set forth in the California Code of Civil Procedure and the California Rules of Court. The parties may agree in writing to use different rules. The parties shall have the right to discovery in accordance with the provisions of the California Code of Civil Procedure. Judgment on any award of the arbitrator may be confirmed and entered by the court as provided for by California law.

(2) An arbitrator may be selected by mutual consent of the parties. If the parties cannot agree on selection of an arbitrator within fifteen (15) days from the date either party first requests arbitration, an arbitrator familiar with handling similar disputes shall be appointed by JAMS/Endispute. The cost of the arbitrator, arbitration costs and attorney fees shall be borne by the parties as may be determined by the arbitrator.

(3) Any demand for arbitration must be made in writing to the other party. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim is barred by the applicable statute of limitations.

(4) The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Agreement.

(5) The arbitrator shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California or the Federal District Court of the Eastern District of California. The arbitrator

shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrator's decision. The arbitrator shall not have the power to commit errors of law or legal reasoning and the award of the arbitrator shall be vacated or corrected for any such error or any other grounds specified in Code of Civil Procedure Section 1286.2 or Section 1286.6. The award of the arbitrator shall be mailed to the parties no later than 30 days after the close of the arbitration hearing. The provisions of the California Evidence Code shall apply to the arbitration hearing. The arbitration proceedings may be recorded by a certified shorthand court reporter. The party requesting a reporter shall pay for the reporter and if both sides request a reporter, the cost of the reporter shall be divided equally. Written transcripts of the proceedings may be prepared at the request of a party. A party requesting a transcript shall pay for the cost thereof.

**12. Consent Not to be Unreasonably Withheld.**

Whenever the consent, approval or permission is required hereunder by either Axon or City, such consent, approval or permission is not to be unreasonably withheld, unless expressly provided otherwise hereunder.

**13. Relationship Between the Parties.**

City is neither a joint venturer with nor a partner or association of Axon with respect to any matter provided for in this Agreement. Nothing herein contained shall be construed to create any such relationship between the parties or to subject City to any obligation of Axon hereunder.

**14. Time of the Essence.**

Time is of the essence of this Agreement.

**15. Right of Entry Agreement Made in California.**

This Right of Entry Agreement has been made and shall be construed in accordance with the laws of the State of California. All duties, obligations and liabilities of City and Axon with respect to the Premises are expressly set forth herein and this Agreement can only be amended in writing.

**16. Headings.**

The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

**17. Notices.**

All notices to be given hereunder shall be in writing and shall be deemed given when received in the United States mail, postage prepaid, certified or registered, addressed as follows, or to such other address as from time to time may be designated by a party by written notice to the other parties:

To City: City of Lathrop  
Office of the City Clerk  
390 Towne Centre Drive  
Lathrop, CA 95330

With Copy: City of Lathrop  
Office of the City Attorney  
390 Towne Centre Drive  
Lathrop, CA 95330

To Axon: Axon Enterprises, Inc.  
17800 N 85<sup>th</sup> St.  
Scottsdale, Arizona 85255

With Copy: San Joaquin County Sheriff's Office  
7000 Michael Canlis Boulevard  
French Camp, CA 95231

**18. Successors and Assigns.**

The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

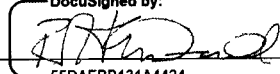
**CITY OF LATHROP**, a municipal corporation of the State of California

By: \_\_\_\_\_

Name: Stephen J. Salvatore

Its: City Manager

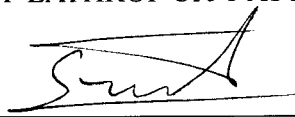
Axon Enterprise Inc:

DocuSigned by:  
By:  \_\_\_\_\_

Name: Robert Driscoll

Its: VP, Assoc. General Counsel

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

By:  \_\_\_\_\_

Name: Salvador Navarrete

Its: City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**





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

Q-257010-44131.906MH

Issued: 10/27/2020

Quote Expiration: 12/31/2020

Account Number: 501899

Payment Terms: Net 30  
Delivery Method: Fedex - Ground**SHIP TO**

Ryan Biedermann  
San Joaquin County – City of Lathrop  
Attn: Tony Fernandes  
390 Towne Centre Dr  
Lathrop, CA 95330  
US

**BILL TO**

San Joaquin County – City of Lathrop  
7000 Michael Canlis Boulevard  
French Camp, CA 95231  
US

**SALES REPRESENTATIVE**

Megan Hardisty  
Phone: 480-253-7854  
Email: mhardisty@axon.com  
Fax:

**PRIMARY CONTACT**

Ryan Biedermann  
Phone: (209) 468-4400  
Email: rbiedermann@sjgov.org

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	1,750.00	3,500.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		3	1,500.00	1,500.00	4,500.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		6	1,188.00	1,188.00	7,128.00
<b>Hardware</b>						
74116	INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH MOUNTED		3	121.00	210.00	630.00
50218	AXIS F41 COVERT MAIN UNIT - NON SER		6	595.00	297.50	1,785.00
50118	LOUROE DV-ML MICROPHONE		6	196.50	196.50	1,179.00
50294	AXON INTERVIEW LITE SERVER		2	1,950.00	1,950.00	3,900.00
50268	POS-X TP6 TOUCH PANEL W/4GB RAM		3	1,600.00	1,600.00	4,800.00
74056	TOUCH PANEL WALL MOUNT		3	64.00	64.00	192.00
50267	AXIS A9188 Network I/O Relay Module		2	500.00	500.00	1,000.00
50258	AXIS T98A15-VE SURVEILLANCE CABINET		2	325.00	325.00	650.00
50265	PANEL MOUNT LED, 24VDC - RED		2	30.00	30.00	60.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		3	1,297.00	1,297.00	3,891.00
50114	AXIS F1025 SENSOR UNIT		6	370.00	185.00	1,110.00
74059	MOTION SENSOR ENCLOSURE – COVERT CAMERA		3	135.00	135.00	405.00

**Year 1 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>						
85170	INTERVIEW ROOM, INSTALL AND SETUP		3	2,500.00	2,500.00	7,500.00
					Subtotal	42,230.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	42,230.00

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
					Subtotal	8,728.00
					Estimated Tax	0.00
					Total	8,728.00

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
					Subtotal	8,728.00
					Estimated Tax	0.00
					Total	8,728.00

**Year 4**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
					Subtotal	8,728.00
					Estimated Tax	0.00
					Total	8,728.00

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
					Subtotal	8,728.00
					Estimated Tax	0.00
					Total	8,728.00
					<b>Grand Total</b>	<b>77,142.00</b>



## Discounts (USD)

Quote Expiration: 12/31/2020

List Amount	79,770.00
Discounts	2,628.00
<b>Total</b>	<b>77,142.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	42,230.00
Year 2	8,728.00
Year 3	8,728.00
Year 4	8,728.00
Year 5	8,728.00
<b>Grand Total</b>	<b>77,142.00</b>

## STATEMENT OF WORK & CONFIGURATION DOCUMENT

### Axon Interview Recording Platform

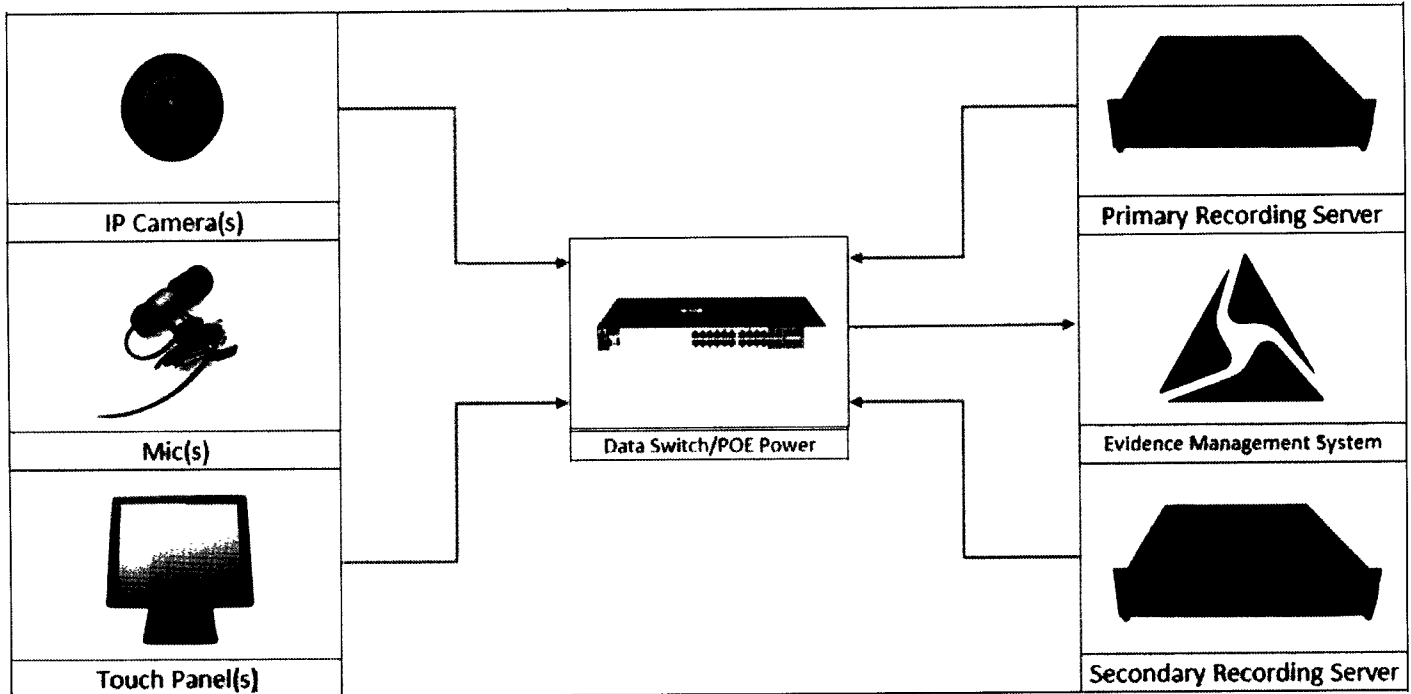
This document details a proposed system design

Agency Created For: San Joaquin County – City of Lathrop

<b>Sold By:</b>	Megan Hardisty
<b>Designed By:</b>	Jason South
<b>Installed By:</b>	Axon Professional Services
<b>Customer Contact:</b>	Tony Fernandes
<b>Target Install Date:</b>	03/01/2021

## AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



## AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

<b>Total Camera Configurations</b>		<u>Locations</u>	<u># Rooms</u>
6	Camera(s)	Headquarters - 940 River Islands Pkwy	3
6	Covert Enclosure(s)		
6	Microphone(s) Injector(s)		
<b>Total Switches</b>			
1	POE Switch(es)		
<b>Total Servers</b>			
2	Server(s) <i>(customer-provided included)</i>		
<b>Total Touch Panels</b>			
3	Touch Panel(s) <i>(virtual not included)</i>		
3	Wall Mount(s)		
<b>Total Camera Configurations</b>			
2	I/O Box(es)		

## INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

### Network Considerations

<b>Network Requirements</b>	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
<b>Network Addressing</b>	<b>Network Device</b>	<b>Static IPs</b>	<b>Total IPs</b>
	Qty of IP Cameras	6	13
	Qty of Touch Panels	3	
	Qty of Recording Servers	2	
<b>Data Switch Provisioning</b>	This install will require POE data switches at each location.		
<b>Virtual Kiosks</b>	0 workstations will require virtual kiosk software to be installed.		
<b>Customer Provided Items</b>	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none"> <li>• Subnet Mask</li> <li>• Gateway IP</li> <li>• DNS/WINS IP</li> <li>• Time Server IP</li> </ul>		
	Customer IT staff will configure all switches with proper network configuration.		

### Metadata Tags

<b>Metadata Tagging</b>	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
<b>Metadata Tags</b>	Information collected prior to recording: <ul style="list-style-type: none"> <li>• Interviewee first and last name</li> <li>• Case number</li> <li>• Case type</li> <li>• Interviewee type</li> </ul> Information collected post recording: <ul style="list-style-type: none"> <li>• Interviewer name(s)</li> </ul>
<b>Customer Provided Items</b>	Customer to provide preferred metadata fields.
<b>Axon Provided Items</b>	Axon to facilitate the creation of metadata fields.

## NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

### Network Configuration Details

<b>Evidence Management System</b>	Evidence.com
<b>Application Features</b>	<p>Network Applications:</p> <ul style="list-style-type: none"><li>• Remote monitoring application</li></ul> <p>Evidence.com Application Features:</p> <ul style="list-style-type: none"><li>• Secure Cloud Storage</li><li>• Redaction</li><li>• Download/Sharing</li><li>• Audit Trail</li><li>• Reporting</li></ul>

### Training

<b>Application Package</b>	<p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none"><li>• Touch panel overview</li><li>• Initiating interview wizard</li><li>• Entering metadata</li><li>• Controlling the interview process</li><li>• Closing an interview</li><li>• Evidence.com functionality</li></ul>
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### Additional General Deal Notes

<b>Notes</b>	
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## LOCATION DETAILS: Headquarters - 940 River Islands Pkwy

The following sections detail the configuration of the Axon Interview recording system at HEADQUARTERS - 940 RIVER ISLANDS PKWY

<b>Location Name</b>	Headquarters - 940 River Islands Pkwy
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### Cable Considerations

<b>Cabling Runs</b>	Customer will install the networking cables using a Cat6e Cable.	
	14	cable runs are required for this installation.
	8	110v power outlets are required for this installation (Customer Responsibility).
<b>Cabling Requirements</b>	<p>All Devices:                      Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> <li>• Axis IP Camera</li> <li>• Server</li> <li>• Touch Panel or PC running a virtual Touch Panel</li> <li>• POE Switch</li> </ul>	

### Servers, Switches, Touch Panels

<b>Servers</b>	Axon Interview Lite Server	<b>Quantity:</b>	1
	Axon Interview Lite Server		1
<b>Redundancy</b>	This system includes recording redundancy		
<b>Data Switch/POE Power</b>	Customer will provide data switch	<b>Quantity:</b>	1
<b>Touch Panels</b>	POS-X Touch Panel		
<b>Touch Panel Location</b>	Wall mounted outside each room		
<b>Number of I/O Boxes Required</b>	2		

### Additional Location Notes

<b>Notes</b>	
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## ROOM DETAILS: Interview 1

The following sections detail the configurations specific to INTERVIEW 1

<b>Location Name</b>	Headquarters - 940 River Islands Pkwy
<b>Room Name</b>	Interview 1

### Camera Configuration

<b>Camera 1</b>	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Thermostat Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via Touch Panel
<b>External Recording-In-Progress Visual</b>	Recording will be triggered LED
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

### Additional Location Notes

<b>Notes</b>	
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## ROOM DETAILS: Interview 2

The following sections detail the configurations specific to INTERVIEW 2

<b>Location Name</b>	Headquarters - 940 River Islands Pkwy
<b>Room Name</b>	Interview 2

### Camera Configuration

<b>Camera 1</b>	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Thermostat Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via Touch Panel
<b>External Recording-In-Progress Visual</b>	Recording will be triggered LED
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

### Additional Location Notes

<b>Notes</b>	
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## ROOM DETAILS: Interview 3 - Holding Area

The following sections detail the configurations specific to INTERVIEW 3 - HOLDING AREA

<b>Location Name</b>	Headquarters - 940 River Islands Pkwy
<b>Room Name</b>	Interview 3 - Holding Area

### Camera Configuration

<b>Camera 1</b>	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Thermostat Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via Touch Panel
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Cinder Block
<b>Ceiling Configuration</b>	Metal Security Tile

### Additional Location Notes

<b>Notes</b>	
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## **Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers**

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

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](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. 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.

<b>Signature:</b> _____  <b>Name (Print):</b> _____  <b>PO# (Or write N/A):</b> _____	<b>Date:</b> _____  <b>Title:</b> _____
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Please sign and email to Megan Hardisty at [mhardisty@axon.com](mailto:mhardisty@axon.com) or fax to

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Review 1	Review 2	
Comments:		

