

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

AGENDA

January 19, 2021, 5:30 PM

Virtual Meeting Held in Accordance with Public Act 254 of 2020

Zoom Virtual Meeting

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

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PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

MEETING MINUTES

December 21, 2020

4:30 PM

Virtual Meeting Held in Accordance with Public Act 228 of 2020

Zoom Virtual Meeting

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

Members Present:

Robert Bezotte, Gary Childs, Douglas Helzerman, Jay Drick

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner Bezotte at 4:30 pm

2. ROLL CALL

All Members Present via Zoom from the following locations:

Comm. Bezotte - Marion Township, MI

Comm. Childs - Highland Township, MI

Comm. Helzerman - Handy Township, MI

Comm. Drick - Pasco County, FLA

3. APPROVAL OF MINUTES

Minutes of Meeting Dated: November 16, 2020

Motion to approve the minutes as presented.

Moved By G. Childs

Seconded By D. Helzerman

Yes (4): R. Bezotte, G. Childs, D. Helzerman, and J. Drick

Motion Carried (4 to 0)

4. APPROVAL OF AGENDA

Motion to Approve Agenda with the Removal of Agenda Item 7.2 - Emergency Management: Resolution Authorizing Livingston County to Declare a Local State of Emergency, as same is no longer needed due to State Orders.

Moved By D. Helzerman

Seconded By G. Childs

Yes (4): R. Bezotte, G. Childs, D. Helzerman, and J. Drick

Motion Carried (4 to 0)

5. REPORTS: None.

6. CALL TO THE PUBLIC: None

7. RESOLUTIONS FOR CONSIDERATION

7.1 Drain Commissioner

Resolution Authorizing the Reorganization of the Drain Department
Deputy Drain Commissioner, Michelle LaRose, introduced the Resolution.

Moved By J. Drick

Seconded By D. Helzerman

Yes (4): R. Bezotte, G. Childs, D. Helzerman, and J. Drick

Motion Carried (4 to 0)

7.2 Public Defender (Previously 7.3)

Resolution Approving the Creation of a Full-Time Assistant Public Defender II Position in the Public Defender Department

Public Defender, Karen Groenhout, advised Members of the premise of the Resolution.

Moved By G. Childs

Seconded By D. Helzerman

Yes (4): R. Bezotte, G. Childs, D. Helzerman, and J. Drick

Motion Carried (4 to 0)

7.3 Public Defender (Previously 7.4)

Resolution Authorizing the Reorganization of the Public Defender's Office

Karen Groenhout, Livingston County Public Defender, introduced the Resolution.

Moved By D. Helzerman

Seconded By J. Drick

Yes (4): R. Bezotte, G. Childs, D. Helzerman, and J. Drick

Motion Carried (4 to 0)

8. CALL TO THE PUBLIC

9. ADJOURNMENT

Meeting Adjourned at 4:55 pm

Motion to adjourn the meeting at

Moved By D. Helzerman

Seconded By J. Drick

Yes (4): R. Bezotte, G. Childs, D. Helzerman, and J. Drick

Motion Carried (4 to 0)


Carol Sue Jonckheere, Recording Secretary

DEPUTY ASSIGNED VEHICLE PROGRAM



Livingston County Sheriff's Office

Michael J. Murphy, Sheriff

<https://www.livgov.com/sheriff/>

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Deputy Assigned Vehicle Program

Introduction

It is my pleasure to introduce to the Livingston County Board of Commissioners a proposal for a Deputy Assigned Vehicle (DAV) Program. This report will outline the benefits including:

- Decreased need for additional operating space
- Decreased operating costs
- Decreased response time
- Increased vehicle longevity
- Increased deputy coverage
- Increased community engagement
- Increased social distancing and safer working environments



Background

It has been highly recommended the Livingston County Sheriff Office should resolve the following issues:

1. In the fall of 2019, a space-needs study of the LCSO was conducted by Redstone Architects to determine the amount of space necessary to meet staffing and operational needs. The study concluded that 30,000 square feet was necessary to meet our operational needs – approximately 9,500 square feet more than the current building. Having this much of a space shortage means there is no place where essential services staff can socially distance safely before and after shift changes, during shift briefings and debriefings, or in the locker room. Since our staff are in constant contact with the public, as well as with inmates, extra precautions are vital to reduce the spread of contagions.

Based on the study, there are two options available to cure the deficient space needs:

- Renovate the current space, building and add a 8,500 square foot addition to provide additional space at an approximate cost of \$10 million.
 - Construct a new 30,000 square foot building at an approximate cost of \$12 million.
2. There are 31 deputies and 6 sergeants currently assigned to the Uniform Services Division. In addition, there are 26 fully marked response vehicles assigned to the unit. Two of these vehicles are considered “pool cars,” available in the event a rotation car is being serviced or unavailable. The remaining 24 vehicles are assigned to be shared by two deputies each. Under this system we encounter the following issues:
 - a. **Increased or delayed response time during shift change.** Deputies currently start and end their shifts at the Livingston County Sheriff’s Office. At the beginning of each shift, deputies must swap out their equipment from each vehicle, and a shift debriefing is conducted. If the

outgoing deputy using the car is delayed on a call, the incoming deputy must wait until the car returns to begin his shift, causing an unproductive delay.

b. **Decreased vehicle availability due to maintenance and service.** There are currently two “pool” cars in the fleet. Due to vehicle maintenance, both “pool cars” are often in use, leaving a vehicle shortage. Supervisors must then assign two deputies to share one vehicle. Due to the pandemic, this is not a safe option for the deputies and their families.

c. **Increased need for maintenance due to the rigorous demands of around the clock use-** Because the vehicles are shared by two deputies, they are, at times, continually in service, 24/7. This creates tremendous amount of wear and tear and mechanical stress, thereby increasing the amount of vehicle service necessary, as well as lack of availability of overall fleet.

d. **Reduced life expectancy of the vehicle related to constant wear and tear.** On average, the vehicles are rotated out of the fleet every two and half to three years, depending on mileage and/or wear and tear, because the vehicles are constantly in use. Division commanders do try to stagger the use of the vehicle if they can, but this is not always possible.

Program Summary

Under the Deputy Assigned Vehicle (DAV) program, each deputy and supervisor will be assigned a specific vehicle, not to be shared. Each vehicle will be supplied with all necessary equipment for each officer to fully perform his/her duties at any time or place from within the car.

Having the ability to take an assigned automobile home, deputies will be able to start and end their day at their place of residence by using electronic mobile platforms (Microsoft Teams, Zoom etc.,) Sergeants will be able to deliver shift briefings and provide information to the deputies from their vehicles.

Deputies will be able to write reports, as well as request or provide information to/from LCSO from their automobile.

Program Benefits:

- **Eliminate the need for building expansion.**

Deputies and supervisors may work from their cars throughout the community. This reduces the number of individuals at the LCSO at any given time, thereby freeing up work space needed for LCSO team members whose work assignments do not allow for remote working. This includes support staff, sworn personnel not assigned to Uniform Services, and administration.

- **Allowing for safe social distancing.**

The current LCSO facility is a linear building. Unlike Livingston County EMS and Central Dispatch the LCSO building does not allow staff the ability to adequately maintain the social distancing space as recommended by CDC guidelines and the state and local health departments.

Under the DAV program, deputies and supervisors will be alone in their cars. Freed up space at LCSO will allow for safe social distancing. Additionally, freed up space within locker rooms during shift changes will enhance the safety for the jail staff and inmates.

MIOSHA Executive Rule 5(8) says: The employer shall create a policy prohibiting in-person to the extent their work activities can feasibly be completed remotely.

Deputies starting and ending from their place of residence, utilizing their vehicle as their work space, can be considered a “hybrid model” of remote working.

- **Increased deputy presence throughout Livingston County**

There will be higher visibility as the cars will constantly be on the road to and from shift start and end times, as well as going to and from court and other work assignments such as training, traffic details and other specialty assignments. We have also determined most of our Deputies and Sergeants live in different areas throughout Livingston County. This will inherently provide for increased coverage and improved services to all areas of the County based on the location of where the Deputies and Sergeants currently reside.

- **More efficient patrol shifts transitions**

Currently, deputies must wait until their assigned car is available at the beginning of their shift.

The DAV program means deputies will no longer have to compensate for the “dead” time required

maintenance and unusual circumstances can also play a factor in vehicles not being available during shift change, resulting in delayed call response and reduced coverage.

- **Improved operational mobility and flexibility**

According to statistical data, deputies average one to one-and-a-half hours of down time per shift due to shift briefings, debriefing and report writing. Total hours gained by eliminating this down time with personally assigned units equates to three additional full-time deputies.

- **More efficient community response for emergency calls for service**

Increasing mobility will reduce the time it takes to respond to emergency calls for service throughout the County. Instead of starting their shift from the LCSO in the center of the county, deputies will instead start from different areas throughout Livingston County. The closest deputy can be dispatched, cutting response time immensely. During a crisis situation, this time reduction can save lives.

- **Increased vehicle longevity**

As stated, vehicles are currently rotated out of the fleet every two to three years. Studies show the average life expectancy of an individually assigned police unit is six to seven years. Under this proposed model, we would purchase vehicles far less often. This would reduce the number of vehicle change overs that are necessary which cost approximately \$10,000 every time a new vehicle is rotated into the fleet.

Currently, we often run a vehicle continuously for 24 hours and at times 5 days a week. Studies have proven when vehicles are assigned to deputies/officers the vehicles are better maintained and cared for which results in:

- Lower operating cost per mile
- Less down time for maintenance

- **Operating costs**

There is significant evidence to show operating costs for assigned vehicles are substantially less than a pool system. This is a direct result in overall care and maintenance and assigned accountability. Studies completed by other agencies offer the following statistical data:

- A study by the City of St. Petersburg (FL) found the cost per mile to operate patrol cars in a pool program was \$0.49 compared to a cost of \$0.40 per mile for assigned vehicles. This savings amounted to \$7,650 per vehicle over the course of its life expectancy.
- Manatee (FL) County Sheriff's Office reported a savings of \$0.17 per mile when comparing assigned vehicles to pool vehicles, totaling nearly \$15,000 over the life of each vehicle.
- Galloway Township (NJ) Police fleet manager reported a transition from an Assigned Vehicle Program to a pool system would nearly double operating costs from \$130,000 to \$228,000.
- Since 1999, the Daytona Beach (FL) Police Department has reported its Assigned Vehicle Program has reduced maintenance costs 40%.
- The Kansas City (MO) Police Department has saved \$.05 per mile to operate assigned vehicles versus the same make and model in regular pool service.
- The Visalia (CA) personalized patrol vehicle program has realized a savings of more than 31% as compared to a conventional patrol vehicle program.

- **Additional parking availability at West Complex**

The program will increase the available parking spaces at the west complex buildings on average of six spaces a day, or 180 extra parking spaces per month.

- **Community Outreach**

One of the most important of the qualitative benefits the program provides is an increased connection and outreach with the community. Deputies will be encouraged to make connections with citizens, businesses, senior centers, public officials, and others in their local communities. This will enhance and improve problem solving abilities, investigations and community outreach. An additional benefit is that a marked police car is a deterrent to criminal activity in areas where deputies reside or are stationed.



Program Cost

There are 24 assigned marked cars currently available. An additional 14 vehicles would be needed to begin this program. However, the initial cost is merely an advance of the funds that would be spent rotating additional cars into the pool. By working with the County Administration during the budget cycle; the proposed plan, beginning in 2021, is to increase the Uniform Services fleet by 4 to 5 vehicles yearly. We anticipate having the necessary number of vehicles needed for individual assignment by 2024. Further, once implemented, this program will be much more cost effective for Livingston County. Cost savings will include building cost due to space needed, vehicle longevity and maintenance and upkeep (Appendix A demonstrates a per-vehicle cost breakdown).

LCSD researched other agencies utilizing assigned vehicle programs. Sheriff Departments in Sanilac County, Barry County, Newaygo County and Chippewa County have all implemented some type of assigned vehicle program.

Sanilac County Sheriff Department has found the program to be much more cost effective during the ten years of their Assigned Vehicle Program, and stated they would never advocate going back to a shared car system. The Sheriff said it was one of the best things he accomplished while in office with the full support of the County Commission.

Approximately 10 years ago, the Michigan State Police transitioned to a similar model. As a result, they were able to reduce the number of necessary MSP Post (stations). Several posts were able to close, resulting in millions of dollars saved annually.

Michigan State Police Brighton Post Assistant Post Commander, Lt. Sura, advised their Assigned Vehicle Program has been extremely successful, providing a significant cost savings to the state, as well as providing better service to the public. Lt. Sura does not envision the Michigan State Police ever returning to a "pool" system.

Conclusion

In summary, the DAV program provides for:

- A safer environment for the staff and the public.
- Enhanced Law enforcement services provided to the community without adding personnel and at reduced costs.
- Vehicles will not need to be replaced as often which results in a significant cost savings in unfitting cost.
- Maintenance costs will be reduced.
- A safer community by increasing law enforcement visibility, flexibility, deployment and response to emergency calls and critical incidents.

The Commission is aware that we are functioning under unprecedented conditions and times, and we have had to make many changes to the policing model in order to keep the community and staff safe. We believe this program is best for the community of Livingston County and the Livingston County Sheriff's Office.

Thank you in advance for your support. Respectfully,

Sheriff Michael J. Murphy



APPENDIX A

Annual Per Vehicle Cost		
12,572		Vehicle
2,400		Maintenance
1,200		Axon
846		Insurance
480		Data/Phone
<hr/>		
17,498		
One Time Per Vehicle Cost		
4,300		Mobile Radio
4,000		MDC
2,000	Less Lethal/Stop Sticks/First Aid	
250		Activation (Radio)
75		Phones/Accessories
<hr/>		
10,625		

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Axon to Provide Mobile In-Car Recording Systems for the Patrol Vehicles - Sheriff

WHEREAS, the need for the replacement of the Sheriff's Office's In-car recording system has been identified and

WHEREAS, the purchase was approved as a Capital Improvement Project for FY2021 and the money for the initial purchase was allocated; and

WHEREAS, this is an expansion of the current Axon system that integrates with the existing interview rooms and cloud storage; and

WHEREAS, this is a five year project in which the initial purchase is coming from the Capital Improvement plan (\$69,992.92) and the remaining years (2-5), will be budgeted accordingly at \$53,193.63/year.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the entering into the agreement with Axon for the purchase of the in-car recording systems and authorizes the board chair to sign any documents pertaining to the purchase.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize the Treasurer to transfer funds up to \$69,992.92 from Capital Replacement Fund 403 to Sheriff 10130100 for the initial purchase of the equipment for the Sheriff project.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes any budget amendments needed to effectuate the procurement of the projects as described above.

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MOVED:
SECONDED:
CARRIED:



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Devices**” means all hardware provided by Axon under this Agreement.

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

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from receipt of the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

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

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

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

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency’s receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-

Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP (defined below) then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

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

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

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

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 9 Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.

- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

- 12 Insurance.** Axon shall not commence work under this Agreement until it has obtained the insurance required under this section, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Agency. The requirements below should not be interpreted to limit the liability of Axon. All deductibles and SIR's are the responsibility of Axon. Axon shall procure and maintain the

following insurance coverage:

- 12.1 Commercial General Liability Insurance.** Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;
- 12.2 Worker’s Compensation Insurance.** Worker’s Compensation Insurance including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 12.3 Automobile Liability Insurance.** Automobile Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 12.4 Technology Errors & Omissions Insurance.** Technology Errors & Omissions Insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then Axon shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of three (3) years after the termination of this Agreement.
- 12.5 Additional Insured.** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds**. Agency, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Agency as additional insured, coverage afforded is considered to be primary and any other insurance Agency may have in effect shall be considered secondary and/or excess.
- 12.6 Cancellation Notice.** All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Advance Written Notice of Cancellation shall be sent to: Livingston County, ATTN: Purchasing 304 E. Grand River Ave., Suite 204 Howell, MI 48843.
- 12.7 Proof of Insurance Coverage.** Axon shall provide Agency, at the time that the Agreement copies are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverage(s) expire during the term of this Agreement, Axon shall deliver renewal certificates and endorsements within a reasonable time after the expiration date. The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office when this Agreement has been fully executed. The Insurance Certificate and endorsements may be faxed or emailed to: **517.546.7266** or eyoung@livgov.com.

- 13 Indemnification.** Axon will indemnify Agency’s officers, directors, and employees (“**Agency Indemnitees**”) against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency’s negligence or willful misconduct, or claims under workers compensation. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to Agency or its employees by statutes or court decisions.
- 14 IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party’s intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon’s expense and cooperate fully with Axon in the defense or settlement of such claim. Axon’s IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 Agency Responsibilities.** Agency is responsible for (a) Agency’s use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency’s use of Axon Devices.

- 17 Termination.**

- 17.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

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

19 General.

- 19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to

conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Livingston County Sheriff's Office - MI
Attn: Lt. Eric Sanborn
150 S. Highlander Way
Howell, MI 48843
esanborn@livgov.com

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. In case of conflict, unless otherwise stated elsewhere, the order of precedence of the documents constituting this Agreement is as follows: 1) any SOW, 2) this Agreement, and 3) the Appendices.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: CAROL S. GRIFFITH - Chairwoman

Title: Livingston County Board of Commissioners

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:

COHL, STOKER & TOSKEY, P.C.

By: COURTNEY A. GABBARA

On: July 21, 2020

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2** **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3** **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 4** **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5** **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency’s account or Agency Content, or if account



Master Services and Purchasing Agreement

information is lost or stolen.

- 6** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7** **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8** **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9** **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12** **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon

introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



AXON

Livingston County Sheriff's Office - MI

AXON SALES REPRESENTATIVE

Joe McKinney

jmckinney@axon.com

ISSUED

1/6/2021



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

Q-281385-44203.915JM

Issued: 01/06/2021



Quote Expiration: 01/15/2021

Account Number: 110453

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Joe McKinney

Phone:

Email: jmckinney@axon.com

Fax:

PRIMARY CONTACT

Eric Sanborn

Phone: (517) 540-7903

Email: esanborn@livgov.com

SHIP TO

Eric Sanborn
Livingston County Sheriff's Office - MI
150 S. HIGHLANDER WAY
Howell, MI 48843
US

BILL TO

Livingston County Sheriff's Office - MI
150 S. HIGHLANDER WAY
Howell, MI 48843
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80216	FLEET 2 UNLIMITED 60 PAYMENT	12	31	1,188.00	368.24	11,415.44
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	47	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	47	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	9	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	3	0.00	0.00	0.00
Hardware						
80181	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT		31	78.00	78.00	2,418.00
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		31	1,509.00	958.08	29,700.48
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		31	270.00	270.00	8,370.00
71086	FLEET WIRELESS MICROPHONE		31	240.00	0.00	0.00
80185	EXTENDED WARRANTY, 4 YEAR, FLEET 2 JUNCTION BOX		31	4.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		31	10.45	0.00	0.00
80206	FLEET WIRELESS MICROPHONE - 4 YEAR EXTENDED WARRANTY		31	10.45	0.00	0.00
80213	FLEET WIRELESS MICROPHONE BUNDLE PAYMENT	12	31	72.00	72.00	2,232.00
71084	JUNCTION BOX, FLEET 2		31	80.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	31	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		31	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		31	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		31	0.00	0.00	0.00
Other						
71087	FLEET WIRELESS MICROPHONE CHARGING DOCK		31	40.00	0.00	0.00
87050	FLEET VIEW XL ACCESS LICENSE	60	31	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	47	180.00	180.00	8,460.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
No Custom Triggers	No Custom Triggers (Declined)		1	0.00	0.00	0.00
Services						
80131	TRAIN INSTALLER OR INSTALL FACILITY, 2 DAYS ONSITE, PER SITE		1	6,000.00	6,000.00	6,000.00
					Subtotal	69,999.92
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	69,999.92

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
71088	AXON FLEET 2 KIT		1	1,560.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80216	FLEET 2 UNLIMITED 60 PAYMENT	12	31	1,188.00	1,325.73	41,097.63
Hardware						
80213	FLEET WIRELESS MICROPHONE BUNDLE PAYMENT	12	31	72.00	72.00	2,232.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	47	180.00	180.00	8,460.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
Subtotal						53,193.63
Estimated Tax						0.00
Total						53,193.63

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80216	FLEET 2 UNLIMITED 60 PAYMENT	12	31	1,188.00	1,325.73	41,097.63
Hardware						
80213	FLEET WIRELESS MICROPHONE BUNDLE PAYMENT	12	31	72.00	72.00	2,232.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	47	180.00	180.00	8,460.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
Subtotal						53,193.63
Estimated Tax						0.00
Total						53,193.63

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80216	FLEET 2 UNLIMITED 60 PAYMENT	12	31	1,188.00	1,325.73	41,097.63
Hardware						
80213	FLEET WIRELESS MICROPHONE BUNDLE PAYMENT	12	31	72.00	72.00	2,232.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	47	180.00	180.00	8,460.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
					Subtotal	53,193.63
					Estimated Tax	0.00
					Total	53,193.63

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80216	FLEET 2 UNLIMITED 60 PAYMENT	12	31	1,188.00	1,325.73	41,097.63
Hardware						
80213	FLEET WIRELESS MICROPHONE BUNDLE PAYMENT	12	31	72.00	72.00	2,232.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	47	180.00	180.00	8,460.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
					Subtotal	53,193.63
					Estimated Tax	0.00
					Total	53,193.63

Grand Total	282,774.44
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Discounts (USD)

Quote Expiration: 01/15/2021

List Amount	321,678.90
Discounts	38,904.46
Total	282,774.44

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	69,999.92
Spares	0.00
Year 2	53,193.63
Year 3	53,193.63
Year 4	53,193.63
Year 5	53,193.63
Grand Total	282,774.44

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Livingston County Sheriff's Office - MI

Quote: Q-281385-44203.915JM

Sold By:	Joe McKinney
Designed By:	Jake Borro
Installed By:	Customer's Preferred Installer
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Livingston County Sheriff's Office - MI
<div> <div> Total Configured Vehicles <ul style="list-style-type: none"> 31 Total Vehicles with this Configuration </div> <div> Video Capture Sources <ul style="list-style-type: none"> 62 Total Cameras Deployed 1 Axon Signal Unit(s) Per Vehicle </div> <div> Mobile Data Terminal Per Vehicle <ul style="list-style-type: none"> 1 Located In Each Vehicle </div> <div> Mobile Router Per Vehicle <ul style="list-style-type: none"> 1 Cradlepoint IBR900-1200 </div> <div> Offload Mechanism <ul style="list-style-type: none"> 4G LTE Cellular </div> <div> Evidence Management System <ul style="list-style-type: none"> Evidence.com </div> </div> <div>  Axon Camera  Signal Unit  In-Car Router  Battery Box </div>	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900-1200 router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Axon will provide the following router for all vehicles:	Cradlepoint IBR900-1200
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	62	124	
	Mobile Data Terminal	31		
	Cradlepoint IBR900-1200	31		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	<p>Customer's Preferred Installer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.</p> <p>End-user go-live training and support is not included in the installation fee scope.</p>

4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900-1200 will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

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

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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

Please sign and email to Joe McKinney at jmckinney@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

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

ATTENTION

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

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



LIVINGSTON COUNTY SHERIFF DEPARTMENT
150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 1-12-21

TO: Board of Commissioners

FROM: Lt. Eric J. Sanborn

RE: Purchase of In-Car Video Systems for the Sheriff's Office Vehicles

The need to replace our current obsolete in-car video systems has been identified. Our current inefficient and antiquated recording system for the Sheriff's Office in-car system was identified in 2019 and requested in the FY2020 budget. Because of the larger scale of the project it was moved to a capital improvement project, the in-car video project was delayed until FY2021.

The ability to record and access contacts with the public is essential and our current system is obsolete, cumbersome and unreliable. The hardware is no longer supported and the technology of our current vendor has not kept up with our needs.

Earlier in 2020 the board approved the Sheriff's Office to upgrade our interview room equipment and selected Axon as the vendor for digital recording and cloud storage. One of the reasons was the expandability and integration with the in-car video platform. This is an expansion of our current video system and cloud storage platform.

We are putting forth this resolution to be approved in order to lock in 2020 pricing and discounts to protect against 2021 increases. Therefore, we need the official quote signed by ASAP.

This is an approved 5 year project, the initial purchase year one (\$69,992.92) will come from FY2021 CIP project for the in-car video cameras for Sheriff's Office. The balance of the project, years 2-5 at \$53,193.63/year, including software licensing, maintenance and cloud storage will be budgeted for accordingly in the subsequent fiscal years. The total project 5 year project will not exceed \$282,774.44.

We have consulted with County IT throughout this project and have received their approval with the plan. Attached is the updated quote.

Respectfully submitted,
Lt. Eric J Sanborn

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Maintenance Service Agreements with Motorola – Central Dispatch

WHEREAS, the 911 Central Dispatch Director is hereby requesting authorization to enter into Maintenance Service Agreements with Motorola using the State of Michigan MiDeal contract #071B2200101; and

WHEREAS, these maintenance contracts shall cover all components of the Radio Systems, located at 300 South Highlander Way, Howell, Michigan and at the back-up location at 1911 Tooley Rd, Howell Michigan; and

WHEREAS, the annual price detailed below for these Maintenance Service Agreements for 300 South Highlander Way and 1911 Tooley Road for total of \$335,971.00 is as follows:

Term	Amount	Year
July 1, 2021 to June 30, 2022	\$63,157.00	1
July 1, 2022 to June 30, 2023	\$65,053.00	2
July 1, 2023 to June 30, 2024	\$67,005.00	3
July 1, 2024 to June 30, 2025	\$69,182.00	4
July 1, 2025 to June 30, 2026	\$71,574.00	5

WHEREAS, the term of these Maintenance Service Agreements shall start on July 1, 2021 and will expire on June 30, 2026.

WHEREAS, funding is available within the 2021 Central Dispatch departmental budget and will be authorized within Fiscal Year 2022-2026 projected budgets within line item 26132525 819000; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the Maintenance Service Agreements with Motorola covering all components of the Radio Systems, located at 300 South Highlander Way, Howell, Michigan and the back-up location at 1911 Tooley Rd., Howell, Michigan; for the time period of July 1, 2021 through June 30, 2026 in the total amount of \$335,971.00 as detailed in the table above.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes any budget amendments needed to effectuate these agreements.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners Chairman is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



Livingston County

911 Central Dispatch



300 S. Highlander Way
Howell, Michigan 48843
Telephone 517.546.4620
Fax 517.546.5008



Chad L. Chewning
911 Director

Leane Lowe
911 Deputy Director

To: Livingston County Board of Commissioners
From: Deputy Director Chad Chewning
Date: January 12, 2021
Re: Radio Maintenance Service Agreements:
(Motorola Communications)

All critical Radio Systems require regular preventative maintenance checks in order to satisfy the manufacturer's specifications and to ensure peak performance. Our current contract with Motorola expires on June 30, 2021. Motorola is proposing a 5 year radio maintenance contract for \$335,970.00. By signing a five year agreement we will save a total of \$11,000.00 over the length of the agreement.

Therefore, I am requesting that the attached resolution be approved authorizing a five-year maintenance agreement with Motorola covering all components of the Radio Systems for the period of July 1, 2021 – June 30, 2026, for a cost not to exceed \$335,970.00. Pricing is per the State of Michigan Mideal contract # 071B2200101.

If you have any questions or concerns, please do not hesitate to contact me.



MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: USC000004545
Contract Modifier:

Date: 08/03/2020

Company Name:	Livingston County
Attn:	
Billing Address:	300 S Highlander Way
City, State, Zip:	Howell, MI, 48843
Customer Contact:	Chad Chewning
Phone:	(810)588-8421

Required P.O.: No
Customer #: 1011947639
Bill to Tag #: 0001
Contract Start Date: 07/01/2021
Contract End Date: 06/30/2026
Anniversary Day: Jun 30th
Payment Cycle: ANNUAL
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		<p>***** Recurring Services *****</p> <p>For Livingston Co Dispatch, 13 ops, 8 APX7500 1 NICE IP Logger.</p> <p>ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ASTRO DISPATCH SERVICE ASTRO TECHNICAL SUPPORT ONSITE INFRASTRUCTURE-STANDARD NETWORK PREVENTATIVE MAINTENANCE A NICE GOLD PACKAGE ASTRO SFS LITE SERVICE AGREEMENT ENH: APX7500 CONSOLETTTE</p>		
		07/01/2021-06/30/2022		\$63,157.00
		07/01/2022-06/30/2023		\$65,053.00
		07/01/2023-06/30/2024		\$67,005.00
		07/01/2024-06/30/2025		\$69,182.00
		07/01/2025-06/30/2026		\$71,574.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		\$335,970.00
		Subtotal - One-Time Event Services		
		Total		\$335,970.00
		Taxes	-	-
		Grand Total		\$335,970.00