



PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE AGENDA

December 20, 2021, 5:30 p.m.

Board of Commissioners Hybrid Meeting

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

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

304 E. Grand River Ave., Board Chambers, Howell, Michigan

	Pages
1. CALL MEETING TO ORDER	
2. ROLL CALL	
3. APPROVAL OF MINUTES	2
Minutes of meeting dated: October 18, 2021	
4. APPROVAL OF AGENDA	
5. REPORTS	
6. CALL TO THE PUBLIC	
7. RESOLUTIONS FOR CONSIDERATION	
7.1. Emergency Management	4
Resolution to Adopt the Livingston County Hazard Mitigation Plan 2022 through 2027	
7.2. Sheriff	6
Resolution Authorizing Purchase of Addition In-Car Cameras	
8. CALL TO THE PUBLIC	
9. ADJOURNMENT	

PUBLIC SAFETY & INFRASTRUCTURE & DEVELOPMENT COMMITTEE MEETING MINUTES



October 18, 2021, 5:30 p.m.

Board of Commissioners Hybrid Meeting

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

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

304 E. Grand River Ave., Board Chambers, Howell, Michigan

Members Present: Jay Drick, Martin Smith, Carol S. Griffith

Members Absent: Carol Sue Reader

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner Drick at 5:30 pm.

2. ROLL CALL

Roll call by the recording secretary indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Minutes of meeting dated: September 20, 2021

Minutes approved as presented.

Moved by: C. Griffith

Seconded by: M. Smith

Yes (3): J. Drick, M. Smith, and C. Griffith

Absent (1): C. Reader

Motion Carried (3 to 0)

4. APPROVAL OF AGENDA

Agenda approved as presented.

Moved by: M. Smith

Seconded by: C. Griffith

Yes (3): J. Drick, M. Smith, and C. Griffith

Absent (1): C. Reader

Motion Carried (3 to 0)

5. REPORTS: None.

6. CALL TO THE PUBLIC: None.

7. RESOLUTIONS FOR CONSIDERATION

7.1 PLANNING DEPARTMENT

Resolution Approving the Local Match for a SEMCOG Planning Assistance Program Grant for Transportation Equity and Sustainable Infrastructure

The Resolution was presented by County Administrator, Nathan Burd, and Planning Director, Kathleen Kline-Hudson.

Moved by: C. Griffith

Seconded by: M. Smith

Yes (3): J. Drick, M. Smith, and C. Griffith

Absent (1): C. Reader

Motion Carried (3 to 0)

7.2 FACILITY SERVICES

Resolution Authorizing an Amendment to Asphalt Replacement Contract with Allied Construction at the West Complex

Chris Folts introduced the Resolution to the Committee.

Moved by: M. Smith

Seconded by: C. Griffith

Yes (3): J. Drick, M. Smith, and C. Griffith

Absent (1): C. Reader

Motion Carried (3 to 0)

8. CALL TO THE PUBLIC: None.

9. ADJOURNMENT

Meeting Adjourned at 5:36 pm.

Moved by: C. Griffith

Seconded by: M. Smith

Yes (3): J. Drick, M. Smith, and C. Griffith

Absent (1): C. Reader

Motion Carried (3 to 0)



Carol Sue Jonckheere, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Adopt The Livingston County Hazard Mitigation Plan 2022 through 2027- Emergency Management, Public Safety, Finance, Full-Board

WHEREAS, the Livingston County Emergency Management Department is hereby suggesting Livingston County, as a unit of government, to formally adopt the Livingston County Hazard Mitigation Plan 2022 through 2027; and

WHEREAS, the Livingston County Emergency Management Department in conjunction with the Livingston County Planning Department, Livingston County Drain Commissioner's Office, Livingston County GIS, has compiled and developed a Hazard Mitigation Plan unique to Livingston County; and

WHEREAS, the Michigan State Police Emergency Management and Homeland Security Division must review and approve the plan, and the FEMA subject matter expert must review and accept the plan with a letter of initial approval; and

WHEREAS, the formal approval of this plan by FEMA is contingent upon the adoption by the Livingston County Board of Commissioners.

THEREFORE, BE IT RESOLVED, the Livingston County Board of Commissioners formally approve the adoption of the Livingston County Hazard Mitigation Plan 2022 through 2027, developed for Livingston County.

#

#

#

MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Therese Cremonte, Emergency Management Department
Date: 12/20/2021
Re: Adoption of the Livingston County, Hazard Mitigation Plan 2022 through 2027

This resolution is to request that the Livingston County Board of Commissioners adopt the updated and revised Livingston County Hazard Mitigation Plan for 2022 to 2027.

Each county should develop and adopt a hazard mitigation plan. This plan identifies common natural hazards, probabilities, and strategies to mitigate hazard events that may potentially impact the county and communities within.

The hazard mitigation plan is to identify hazards and vulnerabilities then utilize that information to make the county more resilient through planning, preparation and mitigation. The plan may be used by agencies and jurisdiction in the county to develop master plans for local communities and/or strategies to address known hazards and help lessen the impact of those hazards.

The Livingston County Hazard Mitigation Plan was developed by Livingston County Emergency Management, Livingston County Planning Department, Livingston County Drain Commissioner's Office, and Livingston County GIS.

Upon adoption by the Livingston County Board of Commissioners, the plan will be submitted to the Michigan State Police Emergency Management and Homeland Security Division and to FEMA for approval. Once fully approved, Livingston County will be eligible for federal hazard and flood mitigation grant opportunities. The plan will be valid for a period of five (5) years.

Once adopted by the Livingston County Board of Commissioners and approved by FEMA, the Livingston County Hazard Mitigation Plan will be posted for public view on the Livgov.com website. The 20 local jurisdictions in Livingston County will be asked to adopt the plan in order to be eligible for federal hazard and flood mitigation grant opportunities to address local hazards.

If you have any questions regarding this matter please contact me.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Purchase of Addition In-Car Cameras - Sheriff

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

WHEREAS, the purchase was approved in the Sheriff's Office's FY2022 and the money for the initial purchase was allocated; and

WHEREAS, this is an expansion of the current Axon system due to the addition of vehicles for the Deputy Assigned Vehicle program; and

WHEREAS, this is a five-year project in which the initial purchase is coming from the approved Sheriff's Office general fund budget (\$39,846.31) and the remaining years will be budgeted through the Sheriff's Office's approved budget at \$3,177.30/year.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners herby authorize entering into a five year agreement effective January 1, 2022 with Axon in the amount of \$39,846.31 in year one, and \$3,177.30 for years 2-5, for the purchase of an in-car recording system.

BE IT FURTHER RESOLOVED that the Livingston County Board of Commissioners hereby authorize the board chair to sign any documents pertaining to the purchase as the Master Services agreement with AXON has already been reviewed and approved by civil counsel.

#

#

#

MOVED:

SECONDED:

CARRIED:



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

(517) 546-2400

MEMORANDUM

DATE: 11-22-21

TO: Board of Commissioners

FROM: Lt. Eric J. Sanborn

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

In 2021 the board approved a capital project to update the Sheriff's Office in-car video systems to the AXON fleet 2 system that was compatible with our TASER, Interview room and Evidence.com cloud based solution.

The Board also approved the Deputy Assigned Vehicle program in which we would add vehicles over a three-year period so that each Deputy would be assigned their own vehicle.

Therefore, we are requesting 6 additional systems to equip the additional vehicles in 2022. We are putting forth this resolution to be approved in order to lock in 2021 pricing and discounts to protect against 2022 increases. Therefore, we need the official quote signed by ASAP.

This is an approved 5-year project, the initial purchase year one (\$39,846.31) will come from FY2022 general fund Sheriff's Office approved budget for the in-car video cameras. The balance of the project, years 2-5 at \$3,177.30/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 \$55, 732.80.

We have consulted with County IT throughout this project and have received their approval with the plan. Attached is the updated quote. Civil Counsel has previously reviewed the Master services agreement with AXON and has approved the agreement.

Respectfully submitted,
Lt. Eric J Sanborn



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

Q-332606-44538.047MD

Issued: 12/07/2021



Quote Expiration: 12/31/2021

EST Contract Start Date: 02/01/2022

Account Number: 110453

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-150 S Highlander Way 150 S Highlander Way Howell, MI 48843-1954 USA	Livingston County Sheriff's Office - MI 150 S Highlander Way Howell, MI 48843-1954 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Keith Utter Phone: Email: kutter@axon.com Fax:	Eric Sanborn Phone: (517) 540-7903 Email: esanborn@livgov.com Fax: (517) 546-1744

Program Length	50 Months
TOTAL COST	\$55,732.80
ESTIMATED TOTAL W/ TAX	\$55,732.80

Bundle Savings	\$7,341.00
Additional Savings	\$0.00
TOTAL SAVINGS	\$7,341.00

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jan, 2022	\$3,177.30
Year 1	Jan, 2022	\$39,846.31
Year 2	Feb, 2022	\$3,177.30
Year 3	Feb, 2023	\$3,177.30
Year 4	Feb, 2024	\$3,177.30
Year 5	Feb, 2025	\$3,177.30

Quote Details

Bundle Summary

Item	Description	QTY
Fleet2U	Fleet 2 Unlimited	6
DynamicBundle	Dynamic Bundle	6

Bundle: Fleet 2 Unlimited Quantity: 6 Start: 2/1/2022 End: 3/14/2026 Total: 38700 USD

Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	12
Vehicle License	87050	FLEET VIEW XL LICENSE	6
Camera Kit & Warranty	71088	AXON FLEET 2 KIT	6
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	6
Other	80397	EXT WARRANTY, FLEET 2 KIT	6

Bundle: Dynamic Bundle Quantity: 6 Start: 2/1/2022 End: 3/14/2026 Total: 13204.8 USD

Category	Item	Description	QTY
Other	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	6
Other	71087	FLEET WIRELESS MICROPHONE CHARGING DOCK	6
Other	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	6
Other	71084	JUNCTION BOX, FLEET 2	6
Other	71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2	6
Other	71086	FLEET WIRELESS MICROPHONE	6
Other	80372	EXT WARRANTY, FLEET 2 JUNCTION BOX	6
Other	80376	EXT WARRANTY, FLEET 2, WIRELESS MIC	6

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

12/7/2021

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

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

Purpose and Intent

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

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

Acceptance

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

Force Majeure

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

Schedule Change

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

Axon Fleet Deliverables

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

Security Clearance and Access

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

Training

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

Local Computer

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

Network

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

Cradlepoint Router

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

Evidence.com

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

Wireless Upload System

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

VEHICLE INSTALLATION

Preparedness

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

Existing Mobile Video Camera System Removal

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

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

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

In-Car Hardware/Software Delivery and Installation

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

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

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

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

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

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



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 Axon Limited 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

N:\Client\Livingston\Sheriff\Agreements\Axon Enterprises\Recording System\Sheriff - 20-06-161 - AXON - Upgraded Recording System Equipment - Master Services Purchase Agreement - AGT v2.docx

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

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.

Eric Sanborn

From: Courtney Gabbara <cgabbara@cstmlaw.com>
Sent: Thursday, January 28, 2021 5:31 PM
To: Carol Jonckheere
Cc: Nicole Moles; Eric Sanborn
Subject: [EXT] RE: SHERIFF: AXON - In-Car Recording Systems

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Lt. Sanborn,

I just want to confirm there are no other appendixes that go along with the Master Agreement for this particular quote. If not, then I'm comfortable with the revisions as we made them last time.

Once I hear confirmation from you, I will have my legal assistant, Nicole, update my approval as to form.

Best,

Courtney

Courtney A. Gabbara, Esq.
Cohl, Stoker & Toskey, P.C.
601 N. Capitol Avenue
Lansing, MI 48933
517-372-9000
cgabbara@cstmlaw.com

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone (517-372-9000) and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

From: Carol Jonckheere <CJonckheere@livgov.com>
Sent: Tuesday, January 26, 2021 5:22 PM
To: Courtney Gabbara <cgabbara@cstmlaw.com>
Cc: Gwen Kamm <gkamm@cstmlaw.com>; Nicole Moles <nmoles@cstmlaw.com>; Eric Sanborn <ESanborn@livgov.com>; Mike Murphy <MMurphy@livgov.com>
Subject: SHERIFF: AXON - In-Car Recording Systems

RESOLUTION #2021-01-014 AUTHORIZING AN AGREEMENT WITH AXON TO PROVIDE MOBILE IN-CAR RECORDING SYSTEMS FOR PATROL VEHICLES - SHERIFF

Hi Courtney. You recently reviewed AXON's Master Services and Purchase Agreement, which is why you are the lucky winner to be selected for review of the attached Quote #Q-281385-44217.759JM! This Quote is for purchase of In-Car Recording Systems for Patrol Vehicles, which was approved at Monday's Board Meeting via Resolution #2021-01-014.

Unfortunately, in order to lock in this pricing, we need your review returned and the Quote executed by late morning, **this Friday, January 29th**! The following has been attached for your review:

1. Resolution and Cover Letter;
2. Quote #Q-281385-44217.759JM; and,
3. Master Services and Purchase Agreement - Previously reviewed and approved under Resolution #2020-06-161.

Should you have any questions, please feel free to contact Lt. Eric Sanborn directly at esanborn@livgov.com.

Thank you for your prompt attention to this matter and I do apologize for the short turnaround time involved.



CAROL SUE JONCKHEERE

EXECUTIVE ASST / CONTRACT ADMINISTRATOR

LIVINGSTON COUNTY ADMINISTRATION

#517-546-3669 / carolj@livgov.com