



## CITY OF SANDUSKY POLICE DEPARTMENT

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222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5863  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** Eric Wobser, City Manager  
**FROM:** Jared Oliver, Police Chief  
Stuart Hamilton, IT Manager  
**DATE:** December 1<sup>st</sup>, 2021  
**RE:** Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to enter into a five-year agreement for support, maintenance, online storage, and equipment replacement with Axon Enterprise, Inc., 17800 N 85<sup>th</sup> St., Scottsdale Arizona, 85255, for the period April 1<sup>st</sup>, 2022, through March 31<sup>st</sup> 2027 in the amount not to exceed \$241,470, paid yearly in the amount of \$48,294 as described in the quote.

**BACKGROUND INFORMATION:** In 2019 the Police Department migrated to a new body worn camera provider and signed a three-year contract at that time. Axon provided us with 48 bodycams, all accessories and our online video storage and management system.

The use of Body Worn Cameras (BWCs) has become a critical tool in safeguarding the actions and rights of citizens and police officers throughout the country. The BWC's are designed to be worn on the officer's uniform and to capture video and audio events as interactions between police officers and the citizens are taking place. The purpose of the BWC is to document statements and events during the course of an incident. To enhance the law enforcement operator's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation. Officers shall have access to view and utilize the recordings from their BWC for training purposes and to further investigate their cases. To preserve visual and audio information for use in current and future investigations. To provide an impartial measurement for self-critique and field evaluation during officer training. To enhance the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings.

### **Proposed Solution**

Axon is our current vendor for our Body Worn Cameras, Tasers and soon to be in-car systems. We were running three disparate systems to manage our digital evidence which is extremely time consuming and makes it difficult to manage simple tasks like providing public records requests or delivering evidence to public defenders etc. By selecting Axon as our preferred sole digital evidence vendor, we can realize a single digital evidence management system and a single pane of glass to view incidents and cases, while sharing this information seamlessly online. Additional benefits of having a single vendor approach are all of our devices can now be synced and centrally activated, from body worn cameras, to cruiser and additional accessories. All interactions will be time stamped and synced across the digital evidence platform.

The option that we have selected is a five-year contract that will not only give us stability in hardware and support but will also supply the department with a BWC replacement program every 30 months. By signing for five years, we were able to realize a deep savings of \$101,446.80.

These products and services for the body worn cameras are available from Axon Enterprise, Inc., of Scottsdale, Arizona, through the City's membership with Sourcewell Cooperative Purchasing Program (Member ID 68351) that have been competitively bid.

**BUDGETARY INFORMATION:** The total cost of the agreement will be paid through the police department's operating budget accordance with the pay schedule (in the table below) in an amount not to exceed \$241,470.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$48,294	\$48,294	\$48,294	\$48,294	\$48,294	\$241,470

**ACTION REQUESTED:** It is requested that the proper legislation be prepared authorizing the City Manager to enter into a five-year agreement (per the payment table above) for support, maintenance, online storage, and equipment replacement program with Axon Enterprise, Inc., 17800 N 85<sup>th</sup> St., Scottsdale Arizona, 85255. It is further requested that this be passed in accordance with Section 14 of the City Charter to execute the agreement so the upgraded and enhanced equipment can be ordered and available to the officers to begin using on April 1, 2022.

**Approved:**

**I concur with this recommendation:**

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Jared Oliver, Police Chief

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Eric Wobser, City Manager

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Stuart Hamilton, IT Manager

cc: Michelle Reeder, Finance Director  
Brendan Heil, Law Director



**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-357498-44531.826RE

Issued: 12/01/2021

Quote Expiration: 12/29/2021

EST Contract Start Date: 04/01/2022

Account Number: 113243

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-222 Meigs St 222 Meigs St Sandusky, OH 44870-2835 USA	Sandusky Police Department - OH 222 Meigs St Sandusky, OH 44870-2835 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Raleigh Edwards Phone: Email: redwards@axon.com Fax:	Phone: 419-627-5869 Email: Fax: (419) 627-5862

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$241,470.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$241,470.00</b>

Bundle Savings	\$54,439.80
Additional Savings	\$47,007.00
<b>TOTAL SAVINGS</b>	<b>\$101,446.80</b>

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Mar, 2022	\$48,294.00
Year 2	Mar, 2023	\$48,294.00
Year 3	Mar, 2024	\$48,294.00
Year 4	Mar, 2025	\$48,294.00
Year 5	Mar, 2026	\$48,294.00

## Quote Details

### Bundle Summary

Item	Description	QTY
BasicLicense	Basic License Bundle	45
ProLicense	Pro License Bundle	4
AB3C	AB3 Camera Bundle	48
AB3MBD	AB3 Multi Bay Dock Bundle	9
BWCamTAP	Body Worn Camera TAP Bundle	48
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	9

### Bundle: Basic License Bundle    Quantity: 45    Start: 4/1/2022    End: 3/31/2027    Total: 40500 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	45	\$15.00	\$15.00	\$40,500.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	45	\$0.00	\$0.00	\$0.00

### Bundle: AB3 Camera Bundle    Quantity: 48    Start: 4/1/2022    End: 3/31/2027    Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	48	\$699.00	\$0.00	\$0.00
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	53	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	53	\$0.00	\$0.00	\$0.00

### Bundle: AB3 Multi Bay Dock Bundle    Quantity: 9    Start: 4/1/2022    End: 3/31/2027    Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	9	\$1,495.00	\$0.00	\$0.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9	\$0.00	\$0.00	\$0.00

### Bundle: Pro License Bundle    Quantity: 4    Start: 4/1/2022    End: 3/31/2027    Total: 9360 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	4	\$39.00	\$39.00	\$9,360.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	\$0.00	\$0.00	\$0.00

**Bundle: Body Worn Camera TAP Bundle    Quantity: 48    Start: 4/1/2022    End: 3/31/2027    Total: 80640 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	48	\$11.67	\$8.55	\$24,635.58
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	49	\$755.00	\$553.41	\$27,117.05
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	49	\$790.00	\$579.06	\$28,374.13
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	\$8.55	\$513.24

**Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle    Quantity: 9    Start: 4/1/2022    End: 3/31/2027    Total: 15930 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9	\$21.00	\$8.16	\$4,406.54
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	9	\$1,610.00	\$625.62	\$5,630.58
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	9	\$1,685.00	\$654.76	\$5,892.88

**INDIVIDUAL ITEMS**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73682	AUTO TAGGING LICENSE	48	\$9.00	\$9.00	\$25,920.00
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	48	\$24.00	\$24.00	\$69,120.00
<b>Total:</b>						<b>\$95,040.00</b>

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

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

# Standard Terms and Conditions

## Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

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

### ACEIP:

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

### Acceptance of Terms:

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

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Signature

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Date Signed

12/1/2021

## CERTIFICATE OF FUNDS

In the Matter of: Axon Enterprise, Inc- 5 Year agreement

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110-1010-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/8/2021



## ORDINANCE NO. 21-191

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA, FOR THE SUPPORT, MAINTENANCE, ONLINE STORAGE, AND EQUIPMENT REPLACEMENT PROGRAM FOR THE AXON BODY WORN CAMERAS FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the use of Body Worn Cameras (BWC) has become a critical tool in safe guarding the actions and rights of citizens and police officers throughout the Country and provides an impartial measurement for self-critique and field evaluation during officer training and enhances the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings; and

**WHEREAS**, the City Commission approved a three (3) year agreement for new Body Worn Cameras, including software, hardware and accessories from Axon Enterprise, Inc. of Scottsdale, Arizona, for the Sandusky Police Department by Ordinance No. 015, passed on January 28, 2019, and this agreement expires on March 31, 2022; and

**WHEREAS**, the City desires to enter into another agreement with Axon Enterprise, Inc., for the support, maintenance, online storage, and equipment replacement program for body worn cameras a five (5) year period beginning April 1, 2022, through March 31, 2027; and

**WHEREAS**, these products and services for the body worn cameras are available from Axon Enterprise, Inc., of Scottsdale, Arizona, through the City's membership with Sourcewell Cooperative Purchasing Program (Member ID 68351); and

**WHEREAS**, Sourcewell's (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

**WHEREAS**, the cost for the support, maintenance online storage, and equipment program for the axon body worn cameras is \$48,294.00 annually for a five (5) year period for a total cost of \$241,470.00 and will be paid with funds from the Police Department' operating budget beginning in 2022; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement so the upgraded and enhanced equipment can be ordered and available to the officers on the commencing date of April 1, 2022; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police Department, of the City of

**PAGE 2 - ORDINANCE NO. 21-191**

Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a five (5) year agreement with Axon Enterprise, Inc. of Scottsdale, Arizona, for the support, maintenance, online storage, and equipment replacement program for the Axon body worn cameras for the Sandusky Police Department, at an amount not to exceed Forty Eight Thousand Two Hundred Ninety Four and 00/100 Dollars (\$48,294.00) annually for a total amount **not to exceed** Two Hundred Forty One Thousand Four Hundred Seventy and 00/100 Dollars (\$241,470.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: December 13, 2021