

Introduced 11-1-2021  
Public Hearing 11-15-2021  
Council Action 11-17-2021  
Executive Action 11-17-2021  
Effective Date 11-17-2021

## County Council of Howard County, Maryland

2021 Legislative Session

Legislative Day No.17

### Bill No. 90-2021

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a multi-year Quote between Howard County, Maryland and Axon Enterprises, Inc. and between the Howard County Office of the Sheriff and Axon Enterprises, Inc., for the acquisition of equipment and software and technical services and support related to the County's Body Worn Camera Program, authorizing the County Executive or the Sheriff to make changes to their Quotes respectively, under certain conditions; authorizing the County Executive or the Sheriff to execute the Quote pertaining to their respective entities; and declaring that this Act is an Emergency Bill necessary to meet a public emergency affecting life, health or property.

Introduced and read first time Nov 1, 2021. Ordered posted and hearing scheduled.

By order Michelle Harrod  
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on Nov 15, 2021.

By order Michelle Harrod  
Michelle Harrod, Administrator

This Bill was read the third time on Nov 17, 2021 and Passed , Passed with Amendments , Failed .

By order Michelle Harrod  
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 17 day of Nov, 2021 at 5:00 a.m./p.m.

By order Michelle Harrod  
Michelle Harrod, Administrator

Approved/ vetoed by the County Executive November 17, 2021

Calvin Ball  
Calvin Ball, County Executive

1           **WHEREAS**, Axon Enterprises, Inc., a Delaware Corporation (“Axon”), provides both  
2 hardware and software necessary for the County’s Body Worn Camera Program as well as  
3 technological services and support; and  
4

5           **WHEREAS**, in order to implement the Body Worn Camera Program, the County has  
6 entered into contract, PA-025-2022, with Axon for software, hardware and professional services  
7 support; and  
8

9           **WHEREAS**, to provide cost savings, the County wishes to enter into the Quote with  
10 Axon, substantially in the form attached as Exhibit A for the Police Department to acquire  
11 goods and services under the PA-025-2022 for a term of 5 years; and  
12

13           **WHEREAS**, to provide cost savings, the Sheriff wishes to enter into the Quote with  
14 Axon, substantially in the form attached as Exhibit B for the Sheriff’s Office, to acquire goods  
15 and services under the PA-025-2022 for a term of 5 years; and  
16

17           **WHEREAS**, pursuant to Section 16-106 of the Local Government Article of the  
18 Annotated Code of Maryland, the budget and fiscal policies and purchasing laws of the County  
19 govern the Howard County Sheriff’s Office; and  
20

21           **WHEREAS**, the Quotes require the payment by the County and the Sheriff of funds  
22 from an appropriation in a later fiscal year and therefore requires County Council approval as a  
23 multi-year agreement pursuant to Section 612 of the Howard County Charter and Section 4.118  
24 of the Howard County Code.  
25

26           **NOW, THEREFORE,**  
27

28 *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in*  
29 *accordance with Section 612 of the Howard County Charter, it approves the multi-year Quote*  
30 *between Howard County, Maryland and Axon Enterprises, Inc., which shall be in substantially*  
31 *the same form as Exhibit A attached to this Act.*

1 **Section 2. And Be It Enacted** by the County Council of Howard County, Maryland that in  
2 accordance with Section 612 of the Howard County Charter, it approves the multi-year Quote  
3 between the Howard County Office of the Sheriff and Axon Enterprises, Inc., which shall be in  
4 substantially the same form as Exhibit B attached to this Act.

5  
6 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
7 the County Executive is hereby authorized to execute the Quote attached as Exhibit A for such  
8 term in the name of and on behalf of the County and that the Sheriff is authorized to execute the  
9 Quote attached as Exhibit B on behalf of the Office of the Sheriff.

10  
11 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
12 the County Executive or Sheriff, prior to execution and delivery of the Quote, may make such  
13 changes or modifications to the Quote as deemed appropriate in order to accomplish the  
14 purpose of the transactions authorized by this Act, provided that such changes or modifications  
15 shall be within the scope of the transactions authorized by this Act; and the execution of the  
16 Quote by the County Executive or the Sheriff shall be conclusive evidence of the approval of all  
17 the changes or modifications to the Quote, and the Quote shall thereupon become binding upon  
18 the County and Sheriff's Office, respectively, in accordance with its terms.

19  
20 **Section 5. And Be it further enacted** by the County Council of Howard County, Maryland that  
21 this Act is adopted as an emergency measure to address an immediate emergency affecting  
22 public health, safety, or welfare and having been passed by two-thirds of its members, this Act  
23 shall be effective immediately upon its enactment.



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

**Exhibit A**

Q-345861-44498.739JS

Issued: 10/29/2021

Quote Expiration: 11/30/2021

EST Contract Start Date: 12/01/2021

Account Number: 132232

Payment Terms: N30  
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-3410 Court House Dr 3410 Court House Dr Ellicott City, MD 21043-4546 USA	Howard County Police Dept. - MD  3410 Court House Dr Ellicott City, MD 21043-4546 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Josh Sudbeck  Phone: +1 4806620093 Email: jsudbeck@axon.com Fax:	  Phone: 410-313-6080 Email: lmyers@howardcountymd.gov Fax:

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$3,957,355.20</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$3,957,355.20</b>

Bundle Savings	\$1,119,314.00
Additional Savings	\$584,223.00
<b>TOTAL SAVINGS</b>	<b>\$1,703,537.00</b>

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Nov, 2021	\$788,071.04
Year 2	Nov, 2022	\$788,071.04
Year 3	Nov, 2023	\$788,071.04
Year 4	Nov, 2024	\$788,071.04
Year 5	Nov, 2025	\$788,071.04

**BILLED ON FULFILLMENT**

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$17,000.00

## Quote Details

**Bundle Summary**

Item	Description	QTY
DynamicBundle	Dynamic Bundle	1
BWCamTAP	Body Worn Camera TAP Bundle	300
Unlimited7+	2021 Unlimited 7+ Bundle	300
AB3C	AB3 Camera Bundle	300
AB3MBD	AB3 Multi Bay Dock Bundle	38
AB3C	AB3 Camera Bundle	300

**Bundle: Dynamic Bundle    Quantity: 1    Start: 12/1/2021    End: 11/30/2026    Total: 17000 USD**

Category	Item	Description	QTY
Other	70112	AXON SIGNAL UNIT	300
Other	85055	AXON FULL SERVICE	1
Other	80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	300

**Bundle: 2021 Unlimited 7+ Bundle    Quantity: 300    Start: 12/1/2021    End: 11/30/2026    Total: 3042000 USD**

Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	300
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	3
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	300
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	9000
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	300
Records	73681	AXON RECORDS FULL	300
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	300
Redaction	73478	REDACTION ASSISTANT USER LICENSE	300
Auto Tagging	73682	AUTO TAGGING LICENSE	300

Performance	73739	PERFORMANCE LICENSE	300
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	300
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	300
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	600
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	300
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	310
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	310
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	38
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	38
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	38
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10

**Bundle: AB3 Camera Bundle    Quantity: 300    Start: 12/1/2021    End: 11/30/2026    Total: 209700 USD**

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	300
Spare Camera	73202	AXON BODY 3 - NA10	10
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	330
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	330

**Bundle: AB3 Multi Bay Dock Bundle    Quantity: 38    Start: 12/1/2021    End: 11/30/2026    Total: 58478.2 USD**

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	38
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	38
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	38

**Bundle: AB3 Camera Bundle    Quantity: 300    Start: 12/1/2021    End: 11/30/2026    Total: 126177 USD**

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	300
Spare Camera	73202	AXON BODY 3 - NA10	10
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	330
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	330

**Bundle: Body Worn Camera TAP Bundle    Quantity: 300    Start: 12/1/2021    End: 11/30/2026    Total: 504000 USD**

Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	300

Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	310
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	310
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10

**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 the Master Services and Purchasing Agreement between Axon Enterprise, Inc and Howard County, Maryland, with an effective date of \_\_\_\_\_. 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

10/29/2021



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

## Exhibit B

Q-346568-44498.767KH

Issued: 10/29/2021

Quote Expiration: 11/30/2021

EST Contract Start Date: 12/01/2021

Account Number: 157992

Payment Terms: N30  
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Howard County Sheriff's Department 9250 Judicial Way Ellicott City, MD 21043  USA	Howard County Sheriff's Office - MD 9250 Judicial Way Ellicott City, MD 21043  USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Phone: (410) 313-4212 Email: mverderaime@howardcountymd.gov Fax:

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$741,071.79</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$741,071.79</b>

Bundle Savings	\$144,223.78
Additional Savings	\$100,282.03
<b>TOTAL SAVINGS</b>	<b>\$244,505.81</b>

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Nov, 2021	\$148,214.36
Year 2	Nov, 2022	\$148,214.36
Year 3	Nov, 2023	\$148,214.36
Year 4	Nov, 2024	\$148,214.36
Year 5	Nov, 2025	\$148,214.36

Quote Details

**Bundle Summary**

Item	Description	QTY
AB3C	AB3 Camera Bundle	140
AB3MBD	AB3 Multi Bay Dock Bundle	9
BWCUwTAP	BWC Unlimited with TAP	70
DynamicBundle	Dynamic Bundle	1
BWCamTAP	Body Worn Camera TAP Bundle	70

**Bundle: AB3 Camera Bundle    Quantity: 140    Start: 12/1/2021    End: 11/30/2026    Total: 97860 USD**

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	140
Spare Camera	73202	AXON BODY 3 - NA10	4
Camera Mount	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	154
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	154

**Bundle: AB3 Multi Bay Dock Bundle    Quantity: 9    Start: 12/1/2021    End: 11/30/2026    Total: 13455 USD**

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	9
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9

**Bundle: BWC Unlimited with TAP    Quantity: 70    Start: 12/1/2021    End: 11/30/2026    Total: 328943.99 USD**

Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	70
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	70
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	72
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	9
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	70
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	9
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	72
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	280

Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2
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**Bundle: Dynamic Bundle    Quantity: 1    Start: 12/1/2021    End: 11/30/2026    Total: 127100.8 USD**

Category	Item	Description	QTY
Other	71024	FLEET CABLE ASSEMBLY, ASU POWER	70
Other	73682	AUTO TAGGING LICENSE	70
Other	73739	PERFORMANCE LICENSE	70
Other	73478	REDACTION ASSISTANT USER LICENSE	70
Other	75015	SIGNAL SIDEARM KIT	70
Other	70112	AXON SIGNAL UNIT	70
Other	85144	AXON STARTER	1
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	70

**Bundle: Body Worn Camera TAP Bundle    Quantity: 70    Start: 12/1/2021    End: 11/30/2026    Total: 103488 USD**

Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	70
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	72
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	72
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2

**INDIVIDUAL ITEMS**

Category	Item	Description	QTY
Other	73680	RESPOND DEVICE PLUS LICENSE	70

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

10/29/2021

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on November 17, 2021.

Michelle Harrod  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

**Office of the County Auditor**  
**Auditor's Analysis**

**Council Bill No. 90-2021**

Introduced: November 1, 2021

Auditor: Edward L. Shulder

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Fiscal Impact:

The fiscal impact of this legislation is an increase of \$4,698,417 in County expenditures over the five-year period of the Purchase Agreement. For Fiscal Year 2022, funds totaling \$981,000 representing estimated first year expenses for body-worn camera (BWC) equipment and related costs have been appropriated in Pay-As-You-Go funds. According to the Axon Enterprise, Inc., quote, first year costs total \$936,285. The Administration advised our Office that the excess appropriation authority of \$45,000 would be used to purchase additional items required to implement the program -including vehicles, computers, etc. - for the new BWC Program sworn police officer positions.

Purpose:

The purpose of this legislation is to approve a five-year agreement between the County and Axon Enterprise, Inc., to provide BWC equipment and related items (such as batteries, docking stations, and video storage).

Other Comments:

- Pricing for this equipment has decreased. A June 2020 quote from the vendor for the Police Department totaled \$4,389,885 for the five-year term (as opposed to current quote of \$3,957,355).
- The Administration advised that future year funding for this quote will be general funds.
- As a result of the language in the State law requiring BWC for "each law enforcement officer employed by the law enforcement agency who regularly interacts with members of the public as part of the law enforcement officer's official duties," the Police Department has taken the position that all sworn officers will require a BWC. The Police Department stated that other jurisdictions are taking the same approach. As a result, the BWC Program will be expanded to all 484 sworn officer positions. The Administration estimated that this will increase costs by \$1.2 million starting in FY 2023 for the BWC equipment. (This is in addition to the amount appropriated in the FY 2022 budget.) Other costs, such as staffing to review



additional footage, has not been determined. We were advised that the BWC quote for the Sheriff's Office is adequate to cover all sworn positions. Initial discussions on the BWC Program included one position in the Office of the Fire Marshall. The Administration stated that this position will likely be included in the BWC Program starting in FY 2023.

- The Police Department and Sheriff's Office have identified additional costs for implementing the BWC Program such as computers and related costs for technical staff, uninterrupted power supplies, and other information technology equipment. The total cost of these auxiliary items has not been determined, although the Sheriff's Office has estimated it will require an additional \$30,000 for BWC Program implementation. The Administration is working on determining all additional BWC Program costs and the source of funds to cover these costs.
- We noted a potential discrepancy in the Axon Enterprise, Inc., quote for the Police Department (Exhibit A of the Bill). The quote contains two bundles for BWC cameras, mounts, and related items. Each bundle includes the same items and quantity. The price for one bundle (\$209,700) exceeded the other bundle price (\$126,177) by \$83,523. The Police Department advised they would investigate the difference.