

Resolution No. 3066

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2021 and

terminating on September 30, 2022 shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 26th day of September, 2022.

Attest:

**City Commission of the City of
Sanford**

Traci Houchin, MMC, FCRM
City Clerk

Art Woodruff, Mayor

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.

William Colbert, City Attorney

ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2023
Department: Police

Division: Patrol

9/26/2022


CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
001	0000	389	98	00	Use of Reserves	\$ -	\$ -	\$ 11,402	\$ 11,402
TOTAL CHANGES IN REVENUES								\$ 11,402	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining	
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title	Budget	Balance	Change	Balance
001	2023	521	46	00		Repairs and Maintenance	\$ 494,999	\$ 494,999	\$ 11,402	\$ 506,401
TOTAL CHANGES IN EXPENDITURES								\$ 11,402		

REASON FOR AMENDMENT: Axon Life Stream

DIRECTOR APPROVAL:  DATE: _____

FINANCE APPROVAL: Cynthia Lindsay DATE: 9/14/22

CITY MANAGER APPROVAL: _____ DATE: _____

CITY COMMISSION AGENDA DATE: _____ APPROVED _____

FOR FINANCE USE

Entry Date: 11/16/2022 Batch Number: B# 0584 Document #: BA 01-100
S. Posey
 Res# 3066
 CCM# 22-236

Axon Enterprise, Inc. Piggyback Contract (PBA 20/21-04)
(Taser 7 Officer Safety Program)

The City of Sanford ("City") enters this "Piggyback" Contract with Axon Enterprise, Inc., a Delaware corporation (hereinafter referred to as the "Vendor"), whose principal address is 17800 North 85th Street, Scottsdale, Arizona 85255, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

(1). The Purchasing Policy for the City of Sanford allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain proposals or bids. The parties agree that the Vendor has entered a contract with Sourcewell, a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota, said contract being identified and entitled as "Sourcewell Solicitation Number: RFP#010720" as may have been amended, in order for the Vendor to provide goods and services relating to the City's need for the Taser 7 Officer Safety Program and other related goods and services (said original contract being referred to as the "original government contract" which is based upon procurement activity conditions).

(2). The original government contract documents are incorporated herein by reference and attached as Exhibit "A" to this Contract, as well as Axon's quote which is incorporated by reference and attached as Exhibit "B" (the "Quote") and with the City having all benefits of a "Member" as outlined in the original government contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein; provided, however, that, with regard to additional goods and services not included in

the Quote, the City will negotiate with the Vendor in accordance with the City's policies and procedures for particular goods and services.

(3). Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

(a). Time Period ("Term") of this Contract: This Contract begins on the Effective Date and continues until all subscriptions of Exhibit B 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 Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon 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").

(b). Insurance Requirements of this Contract: (state N/A if this is not applicable). N/A.

(c). Notwithstanding anything in the original government contract to the contrary, the terms and conditions of this Contract, shall prevail over any inconsistent provisions of the original government contract; provided, however, that the issuance of a City purchase order or work orders for goods or services, as negotiated by the City and accepted by Axon, not included in the Quote shall be subject to the terms

thereof, provided such purchase order is in accordance with the goods and services available herein, and the terms of this Contract are referenced on such purchase order.

(d). Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is Marisol Ordoñez, Purchasing Manager, Finance-Purchasing Division, 300 North Park Avenue; Sanford, Florida 32771, telephone number (407) 688-5028 and whose e-mail address is Marisol.ordonez@sanfordfl.gov.

(e). Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

(f). Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

(h). The City shall have all benefits and rights under the non-appropriation provisions of the original government contract.

(i). All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.

(j). *Public Records Requirements.*

(I). IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, MMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHIN@SANFORDFL.GOV.

(II). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the Vendor must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. With respect to City data uploaded to and stored on Evidence.com, City data generated from the Devices may be exported in the mp4 format. For City data generated from other means, the data will be exported in the format it was recorded. Axon shall provide a structured data element, similar to XML, providing all data elements, including metadata and audit trails, related to each individual video file. That data structure shall maintain the referential integrity of the data element relationships.

(III). If the Vendor does not comply with a public records request, the City shall enforce the provisions of this Contract in accordance with the terms and conditions of this Contract.

(IV). Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

(k). All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

Entered on the last date of a signatory hereto as set forth below.

Attest:

Axon Enterprise, Inc., a Delaware corporation.

Isaiah Fields
Isaiah Fields
Secretary

By: Bobby Driscoll
Robert Driscoll
VP, Assoc. General Counsel
Date: 10/8/2020

Attest:

City Of Sanford

Traci Houchin, MMC, FCRM
Traci Houchin, City Clerk, MMC, FCRM

By: Art Woodruff
Art Woodruff, Mayor
Date: 10-12-2020

Approved as to form and legal sufficiency

William L. Colbert
William L. Colbert City Attorney



Exhibit "A"

[Attach original government contract]

Exhibit "B"

[Attach the Quote]



Attachments are available in the
City Clerk's Office for review.

WS __ RM X

Item No. 10.A

**CITY COMMISSION MEMORANDUM 22-236
SEPTEMBER 26, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Jennifer Caldwell, Administrative Service Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Authorization for Expenditure; Axon Enterprise, Inc. Body Camera-Taser (7) Officer Safety Plan (OSP)

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approve Resolution No. 3066, to amend the budget in the amount \$11,402.28, adding Live Stream ass-on access and authorize the Police Department to expend \$267,120, for the third-year purchase of the 5-year Body Camera-Taser (7) OSP contract, making the total \$278,522.28 is requested.

FISCAL/STAFFING STATEMENT:

The third-year cost to fund the Body Camera-Taser 7 OSP is \$267,120. It has been calculated that this 5-year contract, which allows for unlimited cartridges, will save the Police Department an estimated \$58,000.00 annually.

The \$11,402.28 is coming from the City Reserves fund.

BACKGROUND:

The 5-year contract with Axon Enterprise, Inc. for the Body Camera-Taser 7 OSP was approved by City Commission in October, 2020. The approval provided for the delivery of Taser 7, unlimited cartridges and upgrading the body worn camera system. The contact was procured using a piggyback agreement through Sourcewell, a State of Minnesota cooperative purchasing program.

The Body Camera-Taser 7 OSP is an all- inclusive program with respect to batteries, cartridges, instructor certification and training resources. The Police Department will maintain its unlimited data storage plan and receive an additional 3 terabytes of data storage for non-OSP related material at no additional cost.

The Live Stream Add-On Access will allow Supervisors and Command Staff to have a real-time look at incidents as they happen. The alternative is to keep communicating via radio and trying to

explain what is going on. While both are critical, not all incidents allow for the officer to maintain control of a situation as well as explain via radio pertinent information. This will also allow Supervisors and Command Staff to better assess a situation and determine the appropriate response.

LEGAL REVIEW:

The Assistant City Attorney has reviewed this administrative and procurement activity and has no legal objection to the procurement activity being implemented in accordance with regard to the previously approved purchase and acquisition.

RECOMMENDATION:

City staff recommends that City Commission approve Resolution No. 3066, to amend the budget in the amount of \$11,402.28 adding Live Stream add-on access and to authorize the Police Department to expend of \$267,120 for the third-year purchase of the 5-year AXON Body Camera-Taser (7) OSP contract making the total \$278,522.28.

SUGGESTED MOTION:

“I move to approve the Resolution No. 3066 and expenditure as proposed.”

- Attachments:
- (1). Piggyback agreement #PBA 20/21- 04 with exhibits (Sourcewell).
 - (2). Police Department OSP vs. Legacy Executive Summary.
 - (3). Live Stream add-on access quote Q-419106-44804.683BR
 - (4). Resolution No. 3066
 - (5). Budget Amendment