

RESOLUTION 19-2022

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE OF BODY CAMERAS, TASERS, AND RELATED MATERIAL FOR A PERIOD OF FIVE (5) YEARS IN AN AMOUNT NOT TO EXCEED \$15,264.00 PER YEAR, AND DECLARING AN EMERGENCY.

WHEREAS, the Village Council is authorized to contract with third parties for the provision of professional services and to purchase all required apparatus for the Village's Police Department pursuant to Ohio Revised Code Section 715.05; and

WHEREAS, the Village of Commercial Point Police Department is in need of a new contract with Axon Enterprises, Inc. for the provision of body cameras, licensing, storage space, Tasers, Taser cartridges, and related material; and

WHEREAS, due to a recent increase in the need for Taser usage, the Village Police Department needs to enter into a new contract with Axon Enterprises, Inc. at the earliest possible date, in part, to refill its supply of Taser cartridges.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO, THAT:

Section 1. Authorization and Direction to Enter into Agreement with Axon Enterprises, Inc. The Village Council hereby authorizes and directs the Mayor, Fiscal Officer, and any other necessary Village personnel to enter into an Agreement on substantially the same terms as detailed in Exhibit A to this Resolution with Axon Enterprises, Inc., for the purchase of body cameras, licensing, storage, Tasers, Taser cartridges, and other material described in Exhibit A.

Section 2. Yearly Payments Shall Not Exceed \$15,264.00. The payments to Axon Enterprises, Inc. under the Agreement described in Section 1 of this Resolution shall not exceed fifteen thousand two hundred sixty-four dollars and 00/100 cents (\$15,264.00) per year.

Section 3. Open Meetings Certification. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. Declaration of Emergency; Effective Date. Because the Village Police Department requires a new contract with Axon Enterprises, Inc. at the earliest possible date, in part, to replenish its supply of Taser cartridges, this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the peace, health, and safety of the Village of Commercial Point and shall, therefore, take immediate effect upon passage.

Vote on Suspension of the Readings:

Motion by: Tracy Joiner

2nd: Jason West

Roll Call:

Yes Nancy Geiger

Yes Tracy Joiner

Yes Jason West

Yes Ross Crego

Yes Ryan Mitchem

Yes Laura Wolfe

Vote on Passage of the Resolution:

Motion by: Tracy Joiner

2nd: Jason West

Roll Call:

Yes Nancy Geiger

Yes Tracy Joiner

Yes Jason West


Yes Ross Crego

Yes Ryan Mitchem

Yes Laura Wolfe

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Adopted this 2nd day of May, 2022.


Allan D. Goldhardt, Mayor


Wendy L. Hastings, Fiscal Officer

Approved as to Form:


Joshua Cartee, Village Solicitor

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Exhibit A



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 06-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

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Quote Expiration: 05/31/2022

Payment Terms: N30
 Delivery Method: FedEx - Ground

Delivery-10 W Scioto St 10 W Scioto St Commercial Point, OH 43116-9712 USA	Commercial Point Police Dept - OH PO Box 56 Commercial Point, OH 43116-0056 USA Email: cppolicechief@yahoo.com
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Amber Stanton Phone: Email: astanton@axon.com Fax:	Phone: (814) 877-3248 Email: ajordan@commercialpointohio.gov Fax: (814) 877-4567
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Program Length	60 Months
	ONE YEAR
	ONE YEAR

Bundle Savings	\$22,037.48
Additional Savings	\$7,142.00
	\$29,179.48

Year 1	May, 2022	\$11,347.38
Year 2	May, 2023	\$11,347.40
Year 3	May, 2024	\$11,347.40
Year 4	May, 2025	\$11,347.40
Year 5	May, 2026	\$11,347.40

Quote Details

Core+Renewal	2021 Core+ Renewal	6
AB3C	AB3 Camera Bundle	3
AB3MBD	AB3 Multi Bay Dock Bundle	2
AB3C	AB3 Camera Bundle	3
DynamicBundle	Dynamic Bundle	1
BWCamTAP	Body Worn Camera TAP Bundle	1

Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3
Camera Mount	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	4
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4

Dock	74210	AXON BODY 3 - 8 BAY DOCK	2
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY 6-BAY DOCK	2

Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3
Camera Mount	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	4
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4

Other	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Other	80148	VIRTUAL BODYCAM STARTER	1

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Exhibit A (continued)

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

E.com License	73746	PROFESSIONAL EVIDENCE COM LICENSE	6
Device Storage	73686	EVIDENCE COM UNLIMITED AXON DEVICE STORAGE	6
A La Carte Storage	73683	10 GB EVIDENCE COM A-LA-CART STORAGE	18
Respond License	73449	RESPOND LICENSE FOR AB3	6
Auto Tagging	73602	AUTO TAGGING LICENSE	6
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	6
Camera Warranty	80464	EXT WARRANTY CAMERA (TAP)	1
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	1
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	1
Warranty	80465	EXT WARRANTY MULTI-BAY DOCK (TAP)	1
Multi-bay Dock Refresh 1	73688	MULTI-BAY BWC DOCK 1ST REFRESH	1
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1
Signal Sidearm Batteries	71044	BATTERY SIGNAL SIDEARM CR2430 SINGLE PACK	12
Handle License	20248	TASER 7 EVIDENCE COM LICENSE	6
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Admin License	20248	TASER 7 EVIDENCE COM LIC/NSF	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Taser 7 Target Frame	80080	TARGET FRAME, PROFESSIONAL, 27.5 IN X 7.5 IN, TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12

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Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	7
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	6
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Holsters	20061	TASER 7 HOLSTER - BLADETECH, RIGHT HAND	5
Holsters	20066	TASER 7 HOLSTER - BLADETECH, LEFT HAND	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	6
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	7
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

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.

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Exhibit A (continued)

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.

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Signature

Date Signed

4/14/2022

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