

RESOLUTION NO. 2022-49
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE
TO ENTER INTO CONTRACT WITH AXON ENTERPRISES
FOR A FIVE-YEAR CONTRACT IN THE AMOUNT OF \$62,400.00**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to waive competitive bidding and purchase five (5) dash cameras and associated equipment, services, and features for the Mayfield Village Police Department; and

WHEREAS, Axon Enterprises submitted a proposal for five (5) dash cameras and associated equipment, services, in the amount of \$62,400.00 for a five-year term which purchase will allow the equipment and software to be compatible with the existing body worn cameras the Department maintains; and

WHEREAS, the Mayfield Village Chief of Police reviewed the proposal and recommends that the Village enter into contract with Axon Enterprises in the amount of \$62,400.00 for a five-year term.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby waives competitive bidding in the interest of coordinating the use of the dash cameras with the Departments existing body worn camera equipment and software and accepts and approves the proposal of Axon Enterprises for equipment and services in the amount of \$62,400.00.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into a contract with Axon Enterprises for equipment and services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal actions, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary services and equipment to ensure that the Village Police Department are properly supported. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: November 21, 2022

Second Reading: Suspended, 2022

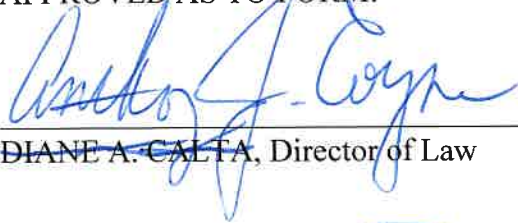
Third Reading: Suspended, 2022

PASSED: November 21, 2022



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, Director of Law

ATTEST: 

MARY E. BETSA, MMC
Clerk of Council



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-390372-44824.723RB

Issued: 09/20/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 10/01/2023

Account Number: 112892

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Mayfield Village Police Dept. - OH 6622 Wilson Mills Rd. Mayfield, OH 44143 USA	Mayfield Village Police Dept. - OH 6622 Wilson Mills Rd. Mayfield, OH 44143 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Amber Stanton Phone: Email: astanton@axon.com Fax:	Paul Matias Phone: (440) 461-1234 Email: pmatias@mayfieldvillage.com Fax: (440) 684-0454

Quote Summary

Program Length	60 Months
TOTAL COST	\$62,400.00
ESTIMATED TOTAL W/ TAX	\$62,400.00

Discount Summary

Average Savings Per Year	\$3,498.64
TOTAL SAVINGS	\$17,493.20

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$12,480.00	\$0.00	\$12,480.00
Sep 2024	\$12,480.00	\$0.00	\$12,480.00
Sep 2025	\$12,480.00	\$0.00	\$12,480.00
Sep 2026	\$12,480.00	\$0.00	\$12,480.00
Sep 2027	\$12,480.00	\$0.00	\$12,480.00
Total	\$62,400.00	\$0.00	\$62,400.00

Quote List Price: \$79,893.20
 Quote Subtotal: \$62,400.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Fleet 3 Advanced								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	60m	10	\$1,020.00	\$796.66	\$7,966.60	\$0.00	\$7,966.60
80400	FLEET, VEHICLE LICENSE	60m	5	\$1,200.00	\$937.25	\$4,686.25	\$0.00	\$4,686.25
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	60m	5	\$2,940.00	\$2,296.27	\$11,481.35	\$0.00	\$11,481.35
80402	RESPOND DEVICE LICENSE - FLEET 3	60m	5	\$900.00	\$702.94	\$3,514.70	\$0.00	\$3,514.70
72036	FLEET 3 STANDARD 2 CAMERA KIT		5	\$2,495.00	\$1,948.70	\$9,743.50	\$0.00	\$9,743.50
72048	FLEET SIM INSERTION, ATT		5	\$15.00	\$11.72	\$58.60	\$0.00	\$58.60
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		5	\$1,509.00	\$1,178.59	\$5,892.95	\$0.00	\$5,892.95
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		5	\$249.00	\$194.48	\$972.40	\$0.00	\$972.40
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		5	\$1,200.00	\$937.25	\$4,686.25	\$0.00	\$4,686.25
72040	FLEET REFRESH, 2 CAMERA KIT		5	\$2,643.00	\$2,064.30	\$10,321.50	\$0.00	\$10,321.50
70112	AXON SIGNAL UNIT		5	\$279.00	\$217.91	\$1,089.55	\$0.00	\$1,089.55
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	49m	5	\$439.04	\$342.91	\$1,714.55	\$0.00	\$1,714.55
80379	EXT WARRANTY, AXON SIGNAL UNIT	60m	5	\$69.60	\$54.36	\$271.80	\$0.00	\$271.80
Total						\$62,400.00	\$0.00	\$62,400.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	09/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	5	09/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	09/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	09/01/2023
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	5	09/01/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	5	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	5	10/01/2023	09/30/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	10/01/2023	09/30/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	5	10/01/2023	09/30/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	10/01/2023	09/30/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	09/01/2024	09/30/2028

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	\$1,178.59	\$0.00	\$1,178.59
Year 1	70112	AXON SIGNAL UNIT	5	\$217.91	\$0.00	\$217.91
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	\$194.48	\$0.00	\$194.48
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	\$1,948.70	\$0.00	\$1,948.70
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,064.30	\$0.00	\$2,064.30
Year 1	72048	FLEET SIM INSERTION, ATT	5	\$11.72	\$0.00	\$11.72
Year 1	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	5	\$937.25	\$0.00	\$937.25
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$54.36	\$0.00	\$54.36
Year 1	80400	FLEET, VEHICLE LICENSE	5	\$937.25	\$0.00	\$937.25
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$2,296.27	\$0.00	\$2,296.27
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$702.94	\$0.00	\$702.94
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,593.32	\$0.00	\$1,593.32
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$342.91	\$0.00	\$342.91
Total				\$12,480.00	\$0.00	\$12,480.00

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	\$1,178.59	\$0.00	\$1,178.59
Year 2	70112	AXON SIGNAL UNIT	5	\$217.91	\$0.00	\$217.91
Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	\$194.48	\$0.00	\$194.48
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	\$1,948.70	\$0.00	\$1,948.70
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,064.30	\$0.00	\$2,064.30
Year 2	72048	FLEET SIM INSERTION, ATT	5	\$11.72	\$0.00	\$11.72
Year 2	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	5	\$937.25	\$0.00	\$937.25
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$54.36	\$0.00	\$54.36
Year 2	80400	FLEET, VEHICLE LICENSE	5	\$937.25	\$0.00	\$937.25
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$2,296.27	\$0.00	\$2,296.27
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$702.94	\$0.00	\$702.94
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,593.32	\$0.00	\$1,593.32
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$342.91	\$0.00	\$342.91
Total				\$12,480.00	\$0.00	\$12,480.00

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	\$1,178.59	\$0.00	\$1,178.59
Year 3	70112	AXON SIGNAL UNIT	5	\$217.91	\$0.00	\$217.91
Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	\$194.48	\$0.00	\$194.48
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	\$1,948.70	\$0.00	\$1,948.70
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,064.30	\$0.00	\$2,064.30
Year 3	72048	FLEET SIM INSERTION, ATT	5	\$11.72	\$0.00	\$11.72
Year 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	5	\$937.25	\$0.00	\$937.25
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$54.36	\$0.00	\$54.36

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80400	FLEET, VEHICLE LICENSE	5	\$937.25	\$0.00	\$937.25
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$2,296.27	\$0.00	\$2,296.27
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$702.94	\$0.00	\$702.94
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,593.32	\$0.00	\$1,593.32
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$342.91	\$0.00	\$342.91
Total				\$12,480.00	\$0.00	\$12,480.00

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	\$1,178.59	\$0.00	\$1,178.59
Year 4	70112	AXON SIGNAL UNIT	5	\$217.91	\$0.00	\$217.91
Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	\$194.48	\$0.00	\$194.48
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	\$1,948.70	\$0.00	\$1,948.70
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,064.30	\$0.00	\$2,064.30
Year 4	72048	FLEET SIM INSERTION, ATT	5	\$11.72	\$0.00	\$11.72
Year 4	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	5	\$937.25	\$0.00	\$937.25
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$54.36	\$0.00	\$54.36
Year 4	80400	FLEET, VEHICLE LICENSE	5	\$937.25	\$0.00	\$937.25
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$2,296.27	\$0.00	\$2,296.27
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$702.94	\$0.00	\$702.94
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,593.32	\$0.00	\$1,593.32
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$342.91	\$0.00	\$342.91
Total				\$12,480.00	\$0.00	\$12,480.00

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	\$1,178.59	\$0.00	\$1,178.59
Year 5	70112	AXON SIGNAL UNIT	5	\$217.91	\$0.00	\$217.91
Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	\$194.48	\$0.00	\$194.48
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	\$1,948.70	\$0.00	\$1,948.70
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,064.30	\$0.00	\$2,064.30
Year 5	72048	FLEET SIM INSERTION, ATT	5	\$11.72	\$0.00	\$11.72
Year 5	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	5	\$937.25	\$0.00	\$937.25
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$54.36	\$0.00	\$54.36
Year 5	80400	FLEET, VEHICLE LICENSE	5	\$937.25	\$0.00	\$937.25
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$2,296.27	\$0.00	\$2,296.27
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$702.94	\$0.00	\$702.94
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,593.32	\$0.00	\$1,593.32
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$342.91	\$0.00	\$342.91
Total				\$12,480.00	\$0.00	\$12,480.00

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.

Brenda T. Bodnar

MAYOR BRENDA T. BODNAR

November 21, 2022

~~STEPHEN SCHUTT, COUNCIL PRESIDENT NOVEMBER 21, 2021~~

Signature

[Signature]

Date Signed

9/20/2022

APPROVED AS TO FORM:

[Signature]

~~DIANE A. CALTA, DIRECTOR OF LAW~~

