

RESOLUTION NO. 2023-63
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING A CONTRACT WITH AXON ENTERPRISE, INC.
IN THE AMOUNT OF \$87,043.80 FOR BODY WORN CAMERAS
FOR A FIVE-YEAR TERM**

WHEREAS, Mayfield Village previously entered into a 5-year contract with Axon Enterprise, Inc. for body worn cameras and associated equipment, services and features which expires in 2024; and

WHEREAS, Axon Enterprise, Inc. submitted a new quote in the amount of \$87,043.80 for body worn cameras and associated equipment, services and features for a new 5-year term starting in 2024; and

WHEREAS, the Mayfield Village Chief of Police reviewed the proposal; and

WHEREAS, the quote is at prices which are at or below the current prices for Axon body worn cameras and associated equipment, services and features as listed with the Ohio Department of Administrative Services at Public Contract MCSA0096; and

WHEREAS, Mayfield Village previously purchased dash cameras from Axon Enterprises which will be able to sync with the body cameras software allowing the Police Department to more efficiently receive, review and produce evidence; and

WHEREAS, based upon recommendation of the Mayfield Village Police Chief, it is in the best interest of the health, safety and welfare of all Village residents and inhabitants to enter into a new 5-year contract with Axon Enterprise, Inc. for 22 body worn cameras and associated equipment, services and features.

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

SECTION 1. The Council of Mayfield Village does hereby authorize and direct the Mayor and President of Council to enter into a 5-year contract with Axon Enterprise, Inc., a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for 22 body worn cameras and associated equipment, services and features, at or below the current prices for Axon body worn cameras listed with the Ohio Department of Administrative Services at Public Contract MCSA0096, waiving competitive bidding, in a total amount not to exceed \$87,043.80, payable over 5 years, with the first payment due in January of 2024.

SECTION 2. 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 3. 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 is 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 20, 2023

Second Reading: Suspended, 2023

Third Reading: Suspended, 2023

PASSED: November 20, 2023



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, Director of Law

ATTEST: 

MARY E. BETSA, MMC
Clerk of Council

EXHIBIT A



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-518622-45232.887JC

Issued: 11/02/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 02/15/2024

Account Number: 112892

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mayfield Village Police Dept. - OH 6622 Wilson Mills Rd Cleveland, OH 44143-3407 USA	Mayfield Village Police Dept. - OH 6622 Wilson Mills Rd Cleveland OH 44143-3407 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joslyn Camacho Phone: Email: jcamacho@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	\$87,043.80
ESTIMATED TOTAL W/ TAX	\$87,043.80

Discount Summary

Average Savings Per Year	\$7,433.46
TOTAL SAVINGS	\$37,167.30

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$17,408.76	\$0.00	\$17,408.76
Jan 2025	\$17,408.76	\$0.00	\$17,408.76
Jan 2026	\$17,408.76	\$0.00	\$17,408.76
Jan 2027	\$17,408.76	\$0.00	\$17,408.76
Jan 2028	\$17,408.76	\$0.00	\$17,408.76
Total	\$87,043.80	\$0.00	\$87,043.80

Quote Unbundled Price:	\$124,211.10
Quote List Price:	\$110,673.30
Quote Subtotal:	\$87,043.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	22	60	\$37.87	\$32.50	\$32.50	\$42,900.00	\$0.00	\$42,900.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	60	\$70.49	\$34.66	\$34.66	\$6,238.80	\$0.00	\$6,238.80
A la Carte Hardware									
H00001	AB4 Camera Bundle	22			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	60		\$0.60	\$0.60	\$10,800.00	\$0.00	\$10,800.00
BasicLicense	Basic License Bundle	20	60		\$16.27	\$16.25	\$19,500.00	\$0.00	\$19,500.00
ProLicense	Pro License Bundle	3	60		\$42.31	\$42.25	\$7,605.00	\$0.00	\$7,605.00
Total							\$87,043.80	\$0.00	\$87,043.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	22	01/15/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	25	01/15/2024
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	25	01/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	01/15/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	01/15/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	01/15/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	07/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	22	07/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	01/15/2029
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	22	01/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	20	02/15/2024	02/14/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	20	02/15/2024	02/14/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	9	02/15/2024	02/14/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	02/15/2024	02/14/2029
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	02/15/2024	02/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	01/15/2025	02/14/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	22	01/15/2025	02/14/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$2,160.00	\$0.00	\$2,160.00
Year 1	BasicLicense	Basic License Bundle	20	\$3,900.00	\$0.00	\$3,900.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	22	\$8,580.00	\$0.00	\$8,580.00
Year 1	H00001	AB4 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$17,408.76	\$0.00	\$17,408.76

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$2,160.00	\$0.00	\$2,160.00
Year 2	BasicLicense	Basic License Bundle	20	\$3,900.00	\$0.00	\$3,900.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	22	\$8,580.00	\$0.00	\$8,580.00
Year 2	H00001	AB4 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$17,408.76	\$0.00	\$17,408.76

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$2,160.00	\$0.00	\$2,160.00
Year 3	BasicLicense	Basic License Bundle	20	\$3,900.00	\$0.00	\$3,900.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	22	\$8,580.00	\$0.00	\$8,580.00
Year 3	H00001	AB4 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$17,408.76	\$0.00	\$17,408.76

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$2,160.00	\$0.00	\$2,160.00
Year 4	BasicLicense	Basic License Bundle	20	\$3,900.01	\$0.00	\$3,900.01

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.75	\$0.00	\$1,247.75
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	22	\$8,580.00	\$0.00	\$8,580.00
Year 4	H00001	AB4 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$17,408.76	\$0.00	\$17,408.76

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$2,160.00	\$0.00	\$2,160.00
Year 5	BasicLicense	Basic License Bundle	20	\$3,900.01	\$0.00	\$3,900.01
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.75	\$0.00	\$1,247.75
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	22	\$8,580.00	\$0.00	\$8,580.00
Year 5	H00001	AB4 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$17,408.76	\$0.00	\$17,408.76

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 State of Ohio DAS MCSA0096 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), 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.

Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #21013/ #21014. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

11/2/2023

