EMERGENCY RESOLUTION NO. 16-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND AXON ENTERPRISE, INC. FOR THE SERVICE AND LICENSING OF THE DEPARTMENT OF POLICE BODY CAMERA AND DECLARING AN EMERGENCY.

- WHEREAS, the existing service and licensing agreement for the body cameras used by the Department of Police expires in April of 2022; and
- WHEREAS, Council deems it necessary to enter into a five-year agreement for the service and licensing of said body cameras to avoid any downtime in the equipment and software.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

- <u>SECTION 1</u>: The City Manager is hereby authorized to enter into a service agreement by and between the City of Monroe and Axon Enterprise, Inc. for the service and licensing of the Department of Police body cameras pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.
- <u>SECTION 2</u>: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to avoid any downtime in the equipment and software. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: ATTEST: Clerk of Council

APPROVED:

Mayor

This legislation was enacted in an open meeting resuant to the terms and provisions of the Sunshir Law, Section 121.22 of the Ohio Revised Code "I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

Clerk of Council City of Monroe, Ohio

Exhibit "A" E Res No. 16-2022

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-375154-44648.543AS

Issued: 03/28/2022

Quote Expiration: 04/30/2022

EST Contract Start Date: 04/15/2022

Account Number: 118579

Payment Terms: N30 Delivery Method: Fedex - Ground

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Delivery;Invoice-233 S Main St 233 S Main St Monroe, OH 45050-1330 USA	Monroe Police Dept OH 233 S Main St Monroe, OH 45050-1330 USA Email:	Amber Stanton Phone: Email: astanton@axon.com Fax:	Phone: (513) 539-9234 Email: chasteend@monroeohio.org Fax:

		;	
Program Length	60 Months	Bundle Savings	\$39,302.42
TOTAL COST	\$113,415.17	Additional Savings	\$71,258.81
ESTIMATED TOTAL W/ TAX	\$113,415.17	TOTAL SAVINGS	\$110,561.23

PAYMENT PLAN			
PLAN NAME		INVOICE DATE	AMOUNT DUE
Year 1		Mar, 2022	\$22,683.05
Year 2		Mar, 2023	\$22,683.03
Year 1 Year 2 Year 3	······································	Mar, 2024	\$22,683.03
Year 4		Mar, 2025	\$22,683.03
Year 5	:	Mar, 2026	\$22,683.03

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Quote Details

Bundle Summary		n an
Item	Description	QTY
AB3C	AB3 Camera Bundle	 32
BasicLicense	Basic License Bundle	35
ProLicense	Pro License Bundle	5
DynamicBundle	Dynamic Bundle	1
AB3C	AB3 Camera Bundle	4
BWCamTAP	Body Worn Camera TAP Bundle	 4
BWCamTAP	Body Worn Camera TAP Bundle	32
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6
AB3MBD	AB3 Multi Bay Dock Bundle	6

Bundle: AB3 Camera Bundle	Quanti	ty: 32	Start: 4/15/2022	End: 4/14/2027	Total: 0 US	SD		
Category	Item	Descripti	on		QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BC	DY 3 - NA10 - US - E	ILK - RAPIDLOCK	32	\$699.00	\$0.00	\$0.00
Spare Camera	73202	AXON BC	DY 3 - NA10 - US - E	ILK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Camera Mount	74020	MAGNET	MOUNT, FLEXIBLE,	AXON RAPIDLOCK	36	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to	USB-A CABLE FOR	AB3 OR FLEX 2	36	\$0.00	\$0.00	\$0.00

Bundle: Basic License B	lundle	Quantity: 35	Start: 4/15/2022	End: 4/14/2027	Total: 1	4095.2 USD		
Category	lter	n Descriptio	on .		QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	7384	40 EVIDENCI	E.COM BASIC LICENS		35	\$15.00	\$6.71	\$14,095.20
A La Carte Storage	7368	83 10 GB EV	IDENCE.COM A-LA-CA	RT STORAGE-	35	\$0.00	\$0.00	\$0.00

Bundle: Pro License E	Bundle	Quanti	ity: 5	Start: 4/15/2022	End: 4/14/2027	Total: 11	1700 USE)		
Category		ltem	Desci	ription		QT	Y List	Unit Price	Net Unit Price	Total(USD)
E.com License		73746	PROF	ESSIONAL EVIDENCE	.COM LICENSE	5	ļ	\$39.00	\$39.00	\$11,700.00
A La Carte Storage		73683	10 GE	BEVIDENCE.COM A-LA	-CART STORAGE-	18	5	\$0.00	\$0.00	\$0.00

Bundle: Dynamic Bundle	Quantity: 1	Start: 4/15/2022	End: 4/14/2027	Total: 36240	USD		
Category	ltem	Description		QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73682	AUTO TAGGING LICENSI		36	\$9.00	\$9.00	\$19,440.00
Other	73683	10 GB EVIDENCE.COM A	-LA-CART STORAGE-	700	\$0.40	\$0.40	\$16,800.00

Bundle: AB3 Camera Bundle	Quant	Quantity: 4 Start: 4/15/202		End: 4/14/2027	Total: 279	6 USD			
Category	ltem	Descr	ption		QTY	List Unit Price	Net Unit Price	Total(USD)	
Camera	73202	AXON	BODY 3 - NA10 - US - E	BLK - RAPIDLOCK	4	\$699.00	\$699.00	\$2,796.00	
Camera Mount	74020	MAGN	ET MOUNT, FLEXIBLE,	AXON RAPIDLOCK	5	\$0.00	\$0.00	\$0.00	
USB	11534	USB-C	to USB-A CABLE FOR	AB3 OR FLEX 2	5	\$0.00	\$0.00	\$0.00	

Bundle: Body Worn Camera TAP Bundle		Quantity: 4 Start: 4/15/2022		End: 4/14/2027	Total: 6719.9	Total: 6719.99 USD		
Category	ltem	Description		QTY	List Unit Price	Net Unit Price	Total(USD)	
Camera Warranty	80464	EXT WARRANTY, C	AMERA (TAP)	4	\$11.67	\$8.73	\$2,095.20	
Camera Refresh 1 with Spares	73309	AXON CAMERA RE	FRESH ONE	4	\$755.00	\$564.94	\$2,259.76	
Camera Refresh 2 with Spares	73310	AXON CAMERA RE	FRESH TWO	4	\$790.00	\$591.13	\$2,364.52	

Bundle: Body Worn Camer	a TAP Bundle	Quantity: 32	Start: 4/15/2022	End: 4/14/2027	Total: 35580.	31 USD	
Category	Item	Description		QTY	List Unit Price	Net Unit Price	Total(USD)
Camera Warranty	80464 E	EXT WARRANTY, CA	MERA (TAP)	32	\$11.67	\$8.47	\$16,262.40
Camera Refresh 1 with Spares	73309	AXON CAMERA REF	RESHONE	33	\$755.00	\$0.00	\$0.00
Camera Refresh 2 with Spares	73310 /	AXON CAMERA REF	RESH TWO	33	\$790.00	\$573.21	\$18,915.93
Spare Camera Warranty	80464 E	EXT WARRANTY, CA	MERA (TAP)	1	\$11.67	\$6.78	\$406.80

Bundle: Body Worn Camera Multi-Bay		Dock TAP Bundle	Quantity: 6	Start: 4/15/2022		End:	4/14/2027	Total: 6278.64 USD		
Category	ltem	Description			QTY	Lis	t Unit Price	Net Unit Price	Total(USD)	
Dock Warranty	80465	EXT WARRANTY, ML	JLTI-BAY DOCK (T	AP)	6	1	\$21.00	\$6.53	\$2,350.80	
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DO	CK 1ST REFRESH		6		\$1,610.00	\$0.00	\$0.00	
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DO	CK 2ND REFRESH		6		\$1,685.00	\$654.76	\$3,928.56	

Bundle: AB3 Multi Bay D	ock Bundle	Quantity: 6	Start: 4/15/2022	End: 4/14/2027	Tot	al: 0 USD		
Category	Item	Description			QTY	List Unit Price	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3	- 8 BAY DOCK		6	\$1,495.00	\$0.00	\$0.00
Power Cord	71019	NORTH AMER BAY / 6-BAY D	POWER CORD FOR AE	33 8-BAY, AB2 1-	6	\$0.00	\$0.00	\$0.00

INDIVIDUAL ITEMS			
Category Item De	escription QTY List Unit Price	Net Unit Price	Total(USD)
		Total:	0

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 <u>www.axon.com/legal/sales-terms-and-conditions</u>), 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.

Signature

3/28/2022

Date Signed

Q-375154-44648.543AS

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