

CITY OF BROOK PARK, OHIO

| | |
|-------|----------------|
| P/C | _____ |
| CA | <u>6/27/17</u> |
| 1st R | <u>7/18/17</u> |
| 2nd R | _____ |
| 3rd R | _____ |
| B/C | _____ |

ORDINANCE NO: 10091-2017

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
AXON ENTERPRISE, INC., WITHOUT PUBLIC BIDDING
FOR THE LEASE/PURCHASE OF
30 NEW POLICE TASERS AND THE
TRADE-IN OF 30 USED POLICE TASERS,
AND DECLARING AN EMERGENCY

WHEREAS, the Police Department now deems it necessary to lease/purchase 30 new police tasers with three (3) training cartridges and is able to lease/purchase them with trade-in of 30 old tasers through Axon Enterprise, Inc., and

WHEREAS, said services and equipment are of such a highly specialized nature, requiring the exercise of peculiar skill and aptitude, that said contract is properly deemed excepted from the bidding requirements ordinarily associated with the letting of public contracts.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized by the City of Brook Park to enter into a contract with Axon Enterprises, Inc., for the purchase/lease of 30 new police tasers with trade-in of 30 used tasers.

SECTION 2: The money needed for the aforesaid transaction shall be paid equally from Fund No. 270 Law Enforcement Fund and Fund No. 401, Capital Fund; theretofore appropriated or to be appropriated for said purpose.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its 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: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to allow the City to purchase/lease 30 new police tasers; therefore provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: July 18, 2017 Sam Costum
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak Clerk of Council APPROVED: [Signature] MAYOR

7/18/17
DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS
[Signature]
DIRECTOR OF LAW

CERTIFICATE
Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 10091-2017
passed on the 18th day of July
20 17 by said council.
Michelle Blazak
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.
commencing July 21, 2017
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

| | Yea | Nay |
|-----------|-------------------------------------|-------|
| Troyer | <input checked="" type="checkbox"/> | _____ |
| Mencini | <input checked="" type="checkbox"/> | _____ |
| Powers | <input checked="" type="checkbox"/> | _____ |
| Scott | <input checked="" type="checkbox"/> | _____ |
| Burgio | <input checked="" type="checkbox"/> | _____ |
| McDonnell | <u>EXCUSED</u> | _____ |
| Salvatore | <input checked="" type="checkbox"/> | _____ |

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (888) 855-5281

Brian Edmond
 (216) 433-1234
 crimebuster6@att.net



Quotation

Quote: Q-115080-4
 Date: 5/19/2017 10:09 AM
 Quote Expiration: 6/30/2017
 Contract Start Date*: 6/30/2017
 Contract Term: 5 years

AX Account Number:
 115670

Bill To:
 Brook Park Police Dept - OH
 17401 HOLLAND RD.
 Brook Park, OH 44142
 US

Ship To:
 Brian Edmond
 Brook Park Police Dept - OH
 17401 HOLLAND RD.
 Brook Park, OH 44142
 US

| SALESPERSON | PHONE | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|--------------|--------------|------------------|-----------------|----------------|
| Ashley Bittl | 800-978-2737 | abittl@taser.com | Fedex - Ground | Net 30 |

*Note this will vary based on the shipment date of the product.

Year 1 Due Net 30

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---|------------|-----------------------|---------------|--------------|
| 30 | 22002 | HANDLE. BLACK. CLASS III, X2 | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 30 | 80137 | TASER 60 X2 UNLIMITED | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 30 | 85700 | TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 12,960.00 | USD 3,000.00 | USD 9,960.00 |
| 26 | 22501 | HOLSTER. BLACKHAWK. RIGHT. X2, 44HT01BK-R-B | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 4 | 22504 | HOLSTER, BLACKHAWK, LEFT. X2, 44HT01BK-L-B | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 2 | 22010 | PPM. BATTERY PACK, STANDARD. X2/ X26P | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 28 | 22012 | TPPM. BATTERY PACK, TACTICAL, PINKY EXTENDER. X2/X26P | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 90 | 22157 | CARTRIDGE, PERFORMANCE. SMART. TRAINING. 25' | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 90 | 22151 | CARTRIDGE, PERFORMANCE. SMART, 25' | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|------------|-----------------------|---------------|-----------|
| 1 | 22013 | KIT. DATAPORT DOWNLOAD, USB, X2/ X26P | USD 176.49 | USD 176.49 | USD 176.49 | USD 0.00 |

| | |
|--------------------------------|---------------|
| Year 1 Total Before Discounts: | USD 13,136.49 |
| Year 1 Discount: | USD 3,176.49 |
| Year 1 Net Amount Due: | USD 9,960.00 |

Year 2

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 30 | 85701 | TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 12,960.00 | USD 0.00 | USD 12,960.00 |

| | |
|--------------------------------|---------------|
| Year 2 Total Before Discounts: | USD 12,960.00 |
| Year 2 Net Amount Due: | USD 12,960.00 |

Year 3

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 30 | 85702 | TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 12,960.00 | USD 0.00 | USD 12,960.00 |

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|--------------------------------|---------------|
| Year 3 Total Before Discounts: | USD 12,960.00 |
| Year 3 Net Amount Due: | USD 12,960.00 |

Year 4

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 30 | 85703 | TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 12,960.00 | USD 0.00 | USD 12,960.00 |

| | |
|--------------------------------|---------------|
| Year 4 Total Before Discounts: | USD 12,960.00 |
| Year 4 Net Amount Due: | USD 12,960.00 |

Year 5

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 30 | 85704 | TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 12,960.00 | USD 0.00 | USD 12,960.00 |

| | |
|--------------------------------|---------------|
| Year 5 Total Before Discounts: | USD 12,960.00 |
| Year 5 Net Amount Due: | USD 12,960.00 |

FREE On Site Spare

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---|------------|-----------------------|---------------|-----------|
| 1 | 22012 | TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P | USD 58.38 | USD 58.38 | USD 58.38 | USD 0.00 |
| 1 | 80137 | TASER 60 X2 UNLIMITED | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|---|--------|------------------------------|--------------|-----------------------|---------------|---------------|
| 1 | 22002 | HANDLE, BLACK, CLASS III, X2 | USD 1,103.31 | USD 1,103.31 | USD 1,103.31 | USD 0.00 |
| FREE On Site Spare Total Before Discounts: | | | | | | USD 1,161.69 |
| FREE On Site Spare Discount: | | | | | | USD 1,161.69 |
| FREE On Site Spare Net Amount Due: | | | | | | USD 0.00 |
| Subtotal | | | | | | USD 61,800.00 |
| Estimated Shipping & Handling Cost | | | | | | USD 75.00 |
| Grand Total | | | | | | USD 61,875.00 |

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <http://www.axon.com/legal>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Quote: Q-115080-4

Please sign and email to Ashley Bittl at abitl@taser.com or fax to (888) 855-5281

THANK YOU FOR YOUR BUSINESS!

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Certificate of Destruction

| | | | |
|------------------------------------|------------|----------------|--------------|
| Agency Name: | _____ | | |
| Quote/PO Number: | _____ | | |
| Product/ Quantity to be destroyed: | M26: _____ | X26: <u>30</u> | Other: _____ |

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by:

Signature (Digital is acceptable or scan)

Printed name, title

Date

Return the signed form to your sales representative along with your purchase order/quote.

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