

MEMORANDUM

TO: Mayor and City Council

FROM: Jeffrey A. Groth, Interim Police Chief

SUBJECT: CONTRACT FOR BODY-WORN CAMERAS AND RELATED OFFICER SAFETY EQUIPMENT

DATE: December 07, 2022

Background

As a result of need and recent community input, staff has been working to implement a body-worn camera program for the Cottage Grove Police Department and procure the associated equipment.

Body worn cameras (BWC) have become an industry standard and are commonplace in Oregon policing. Interim Chief Groth recognized the need for BWC immediately upon his arrival the first of August and was surprised that CGPD was not utilizing them. The arrest on September 1st of this year simply reinforced the need for BWC, as have multiple other incidents.

There are many vendors that can provide BWC, but Axon is the only vendor that can provide an entire BWC program that includes the cameras, cloud-based digital storage and Conducted Energy Devices (CED), commonly known as Tasers. Axon has also been selected by the League of Oregon Cities through a competitive bid process and has secured a cooperative purchasing agreement allowing any agency to purchase from the contract.

Utilizing a cooperative purchase agreement saves cities, like Cottage Grove, countless hours of staff time and resources preparing and securing their own individual bids and contract. Cooperative purchase agreements, or “piggybacks” as they are often referred to, are common and frequently utilized by cities. The cooperative purchase agreement and contract have been reviewed by the City Attorney and found to be compliant with the city’s purchasing rules and state law.

Axon provides BWC programs to cities throughout Oregon, including about thirty-two (32) cities comparable in size to Cottage Grove. Just some of the cities currently using Axon BWC include Tillamook, Sherwood, Tigard, Tualatin, Grants Pass, Central Point, Phoenix, Talent, Rogue River, Medford, Bend, Springfield, Corvallis and Roseburg.

The contract for review tonight is a five (5) year contract, which is common for this type of technology. The payment structure breaks down the entire cost of the contract into five (5) equal payments. The total cost of the five (5) year contract is \$205,700, which equates to five (5) equal payments of \$41,140. The five (5) year contract provides an annual savings of \$7,198.20

compared to purchasing all the equipment and services separately on annual one (1) year contracts.

While not anticipated and specifically budgeted for in this year's current fiscal year budget, staff has identified available funds in the Narcotics Fund, which can be used for law enforcement activity, that will cover the first year of the contract. The remaining funds will be budgeted through the annual budget process. Interim Chief Groth has identified this purchase, and the implementation of the BWC program, as a priority for the Cottage Grove Police Department and believes this expenditure of funds represents an important investment in the professionalism and future of the Cottage Grove Police Department.

The five (5) year contract includes the following equipment and services (all equipment is brand new and the latest available version);

- Fifteen (15) cameras and uniform mounts, docking stations for charging and uploading data, Signal Sidearm devices for automatic camera activation when firearm is drawn and full 5-year warranty on all devices
- All associated and necessary licensing and software for devices. Software includes livestreaming and GPS location information for officer safety, redaction tools and unlimited storage for each camera
- Equipment refresh, which includes new & updated cameras and docking stations at thirty (30) and sixty (60) months
- Professional services, including initial on-site support and configuration and training
- Fifteen (15) Taser 7 CED and all associated hardware, software, accessories, training and extended warranties. Taser 7 CED are only sold as part of a bundled package

Recommendation

It is staff's recommendation that Council approve the resolution for the contract.

Cost

Total contract cost is \$205,700 equally spread over 5 years.


Richard Meyers, City Manager


Jeffrey A Groth, Interim Police Chief

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH AXON FOR BODY-WORN
CAMERAS AND RELATED EQUIPMENT

WHEREAS, the Cottage Grove Police Department is in need of a body-worn camera program and Interim Chief Groth has identified this as a priority; and,

WHEREAS, Cottage Grove can exercise a contract with Axon through a cooperative purchase agreement through the League of Oregon Cities; and

WHEREAS, Cottage Grove's City Attorney has reviewed and verified the cooperative purchase agreement conforms to Cottage Grove's purchasing rules and Oregon state statute, and approves the cooperative purchase agreement; and

WHEREAS, the contract with Axon will provide the Cottage Grove Police Department with body-worn cameras and all associated equipment and support and related critical police equipment; and

WHEREAS, the City Council has reviewed the proposed contract and has determined that it is in the best interest of public safety to approve the contract.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to sign the contract with Axon for body-worn cameras and related police equipment as set forth in Exhibit A attached hereto, and by this reference incorporated herein.

By adopting this resolution, the Exhibit attached hereto shall become the Exhibit A to the resolution until further action by the Council.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS 12th DAY
OF DECEMBER, 2022.

Jeffrey D. Gowing, Mayor
Dated: _____

ATTEST:

Richard Meyers, City Manager
Dated _____

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

NPPGov Contract #PS20270

This agreement ("the Agreement") is hereby made this 21st day of November, 2022, by the Cottage Grove Police Department ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to the Master Price Agreement Contract No. PS20270 effective June 8, 2020, with League of Oregon Cities as the lead public agency, which is available to qualified members of the National Purchasing Partners, LLC, dba NPPGov (the "NPPGov Contract"), and which is incorporated herein by reference; and

WHEREAS, Agency is a member of NPPGov and is therefore eligible to purchase under the NPPGov Contract;

WHEREAS, Axon has agreed to provide goods and services within the scope of the NPPGov Contract to the Agency at the same prices chargeable to the League of Oregon Cities; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the LOC Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties:

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the LOC Contract located at <https://nppgov.com/contract/taser-law-enforcement-equipment/>, for the goods and services detailed in Quote Q-431308 (the "Quote") attached hereto as Exhibit A.
2. Axon represents and warrants that it will comply with the laws and regulations applicable to its performance of the Services, including, but not limited to, the applicable provisions of the Oregon Public Contracting Code, including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit B, attached hereto and incorporated herein by this reference.
3. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the NPPGov Contract, the terms and conditions of the NPPGov Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with NPPGov Contract #PS20270, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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-431308-44882.694JR

Issued: 11/17/2022

Quote Expiration: 12/02/2022

Estimated Contract Start Date: 02/15/2023

Account Number: 144016

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-400 E Main St 400 E Main St Cottage Grove, OR 97424-2034 USA	Cottage Grove Police Dept. - OR 400 E Main St Cottage Grove, OR 97424-2034 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jared Romain Phone: Email: jromain@axon.com Fax:	Jeff Groth Phone: (541) 942-9145 Email: jgroth@cgpolice.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$205,700.00
ESTIMATED TOTAL W/ TAX	\$205,700.00

Discount Summary

Average Savings Per Year	\$7,198.20
TOTAL SAVINGS	\$35,991.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	\$41,140.00	\$0.00	\$41,140.00
Jan 2024	\$41,140.00	\$0.00	\$41,140.00
Jan 2025	\$41,140.00	\$0.00	\$41,140.00
Jan 2026	\$41,140.00	\$0.00	\$41,140.00
Jan 2027	\$41,140.00	\$0.00	\$41,140.00
Total	\$205,700.00	\$0.00	\$205,700.00

Quote Unbundled Price:	\$241,691.00
Quote List Price:	\$205,700.00
Quote Subtotal:	\$205,700.00

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									
OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	15	60	\$248.99	\$209.00	\$209.00	\$188,100.00	\$0.00	\$188,100.00
A la Carte Hardware									
AB3C	AB3 Camera Bundle	15			\$699.00	\$699.00	\$10,485.00	\$0.00	\$10,485.00
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,495.00	\$1,495.00	\$2,990.00	\$0.00	\$2,990.00
A la Carte Services									
85144	AXON STARTER	1			\$4,125.00	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00
Total							\$205,700.00	\$0.00	\$205,700.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	15	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20018	TASER 7 BATTERY PACK, TACTICAL	18	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	15	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	45	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	45	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	30	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	74200	TASER 7 6-BAY DOCK AND CORE	1	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75015	SIGNAL SIDEARM KIT	15	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	17	01/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	15	01/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	17	01/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	01/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	01/15/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	01/15/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	01/15/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	01/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	01/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	01/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	01/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73309	AXON CAMERA REFRESH ONE	15	07/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	07/15/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	01/15/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	01/15/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	01/15/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	01/15/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73310	AXON CAMERA REFRESH TWO	15	01/15/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	01/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	15	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER EVIDENCE.COM ACCESS LICENSE	15	02/15/2023	02/14/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73478	REDACTION ASSISTANT USER LICENSE	15	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73618	CITIZEN FOR COMMUNITIES USER LICENSE	15	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73680	RESPOND DEVICE PLUS LICENSE	15	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73682	AUTO TAGGING LICENSE	15	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	150	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	15	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73739	PERFORMANCE LICENSE	15	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	15	02/15/2023	02/14/2028

Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	15
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	15	02/15/2023	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80374	EXT WARRANTY, TASER 7 BATTERY PACK	18	01/15/2024	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	15	01/15/2024	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/15/2024	02/14/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	01/15/2024	02/14/2028

Payment Details

Jan 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	85144	AXON STARTER	1	\$825.00	\$0.00	\$825.00
Year 1	AB3C	AB3 Camera Bundle	15	\$2,097.00	\$0.00	\$2,097.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$598.00	\$0.00	\$598.00
Year 1	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	15	\$37,620.00	\$0.00	\$37,620.00
Total				\$41,140.00	\$0.00	\$41,140.00

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	85144	AXON STARTER	1	\$825.00	\$0.00	\$825.00
Year 2	AB3C	AB3 Camera Bundle	15	\$2,097.00	\$0.00	\$2,097.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$598.00	\$0.00	\$598.00
Year 2	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	15	\$37,620.00	\$0.00	\$37,620.00
Total				\$41,140.00	\$0.00	\$41,140.00

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	85144	AXON STARTER	1	\$825.00	\$0.00	\$825.00
Year 3	AB3C	AB3 Camera Bundle	15	\$2,097.00	\$0.00	\$2,097.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$598.00	\$0.00	\$598.00
Year 3	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	15	\$37,620.00	\$0.00	\$37,620.00
Total				\$41,140.00	\$0.00	\$41,140.00

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85144	AXON STARTER	1	\$825.00	\$0.00	\$825.00
Year 4	AB3C	AB3 Camera Bundle	15	\$2,097.00	\$0.00	\$2,097.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$598.00	\$0.00	\$598.00
Year 4	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	15	\$37,620.00	\$0.00	\$37,620.00
Total				\$41,140.00	\$0.00	\$41,140.00

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	85144	AXON STARTER	1	\$825.00	\$0.00	\$825.00
Year 5	AB3C	AB3 Camera Bundle	15	\$2,097.00	\$0.00	\$2,097.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$598.00	\$0.00	\$598.00
Year 5	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	15	\$37,620.00	\$0.00	\$37,620.00
Total				\$41,140.00	\$0.00	\$41,140.00

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.

Contract League of Oregon Cities (fka NPP) Contract No. PS20270 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.

Signature

Date Signed

11/17/2022



EXHIBIT B

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (7) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the

days per week that the employees may be required to work. ORS 279B.235(2).

- (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (10) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (11) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (12) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (13) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.