

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-SEP-186R

**A RESOLUTION APPROVING A BUYBOARD COOPERATIVE PURCHASING AGREEMENT
BETWEEN LEA COUNTY AND AXON ENTERPRISE, INC. FOR THE TASER 7 PRODUCTS FOR THE
LEA COUNTY SHERIFF'S OFFICE**

WHEREAS, the Lea County Sheriff's Office has an existing contract with Axon Enterprise, Inc. that expires on November 1, 2021, that provided Taser X2 non-lethal, conducted electrical weapons to all commissioned personnel; *and*

WHEREAS, the Taser X2's has come to their end of life and must be replaced to provide Sheriff's Office personnel with the latest and most reliable less-lethal weapon; *and*

WHEREAS, Axon Enterprise, Inc. has agreed to provide the Sheriff's Office with the new generation Taser 7 with holsters, training suits with cartridges, administrative and user licenses for evidence.com, targets, training cartridges, live cartridges (field use), inert cartridges (training), batteries, master instructor school vouchers, instructor school vouchers, docking station and hardware, and extended warranties for five years; *and*

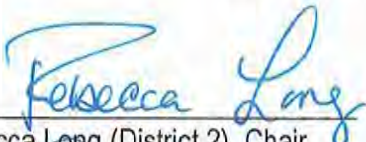
WHEREAS, the products, hardware, and licensees are necessary for Deputy's to safely discharge their duties to protect the citizens of Lea County.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the purchase agreement with Axon Enterprise, Inc. in the amount of \$238,904.40 to be paid in increments of \$47,780.88 per year is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 2nd day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS



Rebecca Long (District 2), Chair
Voted: Yes No Abstain



Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain



Gary G. Eidson (District 3), Member
Voted: Yes No Abstain



Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Lea County

SEP 02 2021

LC Meeting

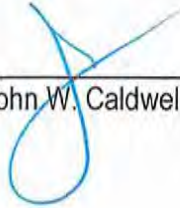


Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

By: 
Teri Davis, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


John W. Caldwell, County Attorney





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-332487-44427.898SM

Issued: 08/19/2021

Quote Expiration: 09/15/2021

EST Contract Start Date: 10/01/2021

Account Number: 178608

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1417 S Commercial St 1417 S Commercial St Lovington, NM 88260-5717 USA	Lea County Sheriff's Dept. - NM 1417 S Commercial St Lovington, NM 88260-5717 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Sean Maher Phone: Email: smaher@axon.com Fax:	Victor Hernandez Phone: (575) 396-3611 Email: vhernandez@leacounty.net Fax:

Program Length	60 Months
TOTAL COST	\$238,904.40
ESTIMATED TOTAL W/ TAX	\$238,904.40

Bundle Savings	\$124,631.11
Additional Savings	\$57,495.60
TOTAL SAVINGS	\$124,631.11

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	\$47,780.88
Year 2	Sep, 2022	\$47,780.88
Year 3	Sep, 2023	\$47,780.88
Year 4	Sep, 2024	\$47,780.88
Year 5	Sep, 2025	\$47,780.88

Quote Details

Bundle Summary		
Item	Description	QTY
T7Cert	2021 Taser 7 Certification Bundle	85
DynamicBundle	Dynamic Bundle	1

Bundle: 2021 Taser 7 Certification Bundle				Quantity: 85	Start: 10/1/2021	End: 9/30/2026	Total: 235754.4 USD
Category	Item	Description	QTY				
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	65				
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	20				
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2				
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	85				
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	255				
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	255				
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	85				
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50				
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50				
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1				
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2				
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2				
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2				
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	170				
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	170				
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	170				
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	170				
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	170				
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	170				
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	170				
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	170				
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	170				
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	170				
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	102				
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1				

Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	170
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	170
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	170
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	170
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	85
Other	80395	EXT WARRANTY, TASER 7 HANDLE	85
Other	80395	EXT WARRANTY, TASER 7 HANDLE	2
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	102
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Bundle: Dynamic Bundle				Quantity: 1	Start: 10/1/2021	End: 9/30/2026	Total: 3150 USD
Category	Item	Description	QTY				
Other	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	5				
Other	20104	TASER 7 TRADE-IN UPFRONT PURCHASE	1				
Other	85147	CEW STARTER	1				

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.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00043579 (originated via Q-283909) and is terminating that contract upon the new license start date (11/1/2021) of this quote.

BuyBoard 603-20 used for purchasing justification.

Rebecca Long

Signature

Lea County

SEP 02 2021

CBCC Meeting

9-2-21

Date Signed

8/19/2021