

**VILLAGE OF VERNON HILLS
ORDINANCE 2020-023**

**AN ORDINANCE APPROVING A PURCHASING AGREEMENT BETWEEN THE
VILLAGE OF VERNON HILLS AND AXON ENTERPRISE, INC., FOR THE USE OF
IN-CAR CAMERA SYSTEMS FOR POLICE DEPARTMENT PATROL VEHICLES**

WHEREAS, the VILLAGE OF VERNON HILLS, Lake County, Illinois (the “Village”) is a home rule municipality, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village and its Police Department place a high priority on utilizing effective and advancing technology to aid its police officers, including the use of in-car camera systems to aid in the investigation and prosecution of various criminal offenses; and

WHEREAS, the use of these devices is achieved by entering into an agreement with Axon Enterprise, Inc., a nationally-known provider of these services to the law enforcement community; and

WHEREAS, the Village has been under contract with Axon Enterprise, Inc. since 2018 to provide these services, and certain adjustments are required to that contract to allow for additional access to the camera systems by Police Department staff; and

WHEREAS, the Village is empowered to enter into such an agreement, and to approve the expenditure of funds for the services performed by the Axon Enterprise, Inc., pursuant to its home rule powers and contracting authority provided by Article VII, Section 6 of the Illinois Constitution of 1970, and finds that entering into this agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

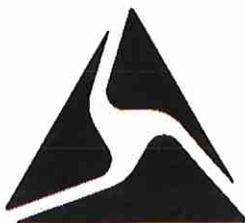
SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The President and Board of Trustees of the Village Vernon Hills authorize the approval of the attached “Axon Enterprise, Inc. Purchasing Agreement” (the “Agreement”), (**Exhibit “A”**) to be entered into with Axon Enterprise, Inc. (the “Vendor”) for the use of in-car camera systems in the police vehicles as designated in the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Vernon Hills authorize and direct that the Village President, the Village Clerk, the Village Manager, the Chief of Police, the Vendor and the Village Attorney, or their designees, to execute said Agreement, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village’s obligations under the documents.

EXHIBIT A

AXON ENTERPRISE, INC. PURCHASING AGREEMENT



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-238058-43867.673MD

Issued: 02/06/2020

Quote Expiration: 03/31/2020

Account Number: 178765

Payment Terms: Net 30
 Delivery Method: Fedex - Ground
 Contract Number: 00017442

SALES REPRESENTATIVE

Mike Schmidt
 Phone: (480) 502-6279
 Email: mschmidt@axon.com
 Fax:

PRIMARY CONTACT

James Dunning
 Phone: (847) 362-4449
 Email: jdunning@vhills.org

SHIP TO

James Dunning
 Vernon Hills Police Dept. - IL
 754 LAKEVIEW PKWY
 Vernon Hills, IL 60061
 US

BILL TO

Vernon Hills Police Dept. - IL
 754 LAKEVIEW PKWY
 Vernon Hills, IL 60061
 US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		5	156.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		12	60.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		12	180.00	162.00	1,944.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		5	468.00	421.20	2,106.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
					Subtotal	4,050.00
					Estimated Tax	0.00
					Total	4,050.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		12	180.00	180.00	2,160.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
					Subtotal	4,500.00
					Estimated Tax	0.00
					Total	4,500.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		12	180.00	180.00	2,160.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
					Subtotal	4,500.00
					Estimated Tax	0.00
					Total	4,500.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		12	180.00	180.00	2,160.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		5	468.00	468.00	2,340.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
					Subtotal	4,500.00
					Estimated Tax	0.00
					Total	4,500.00
Grand Total						17,550.00

Discounts (USD)

Quote Expiration: 03/31/2020

List Amount	19,500.00
Discounts	1,950.00
Total	17,550.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	0.00
Year 2	4,050.00
Year 3	4,500.00
Year 4	4,500.00
Year 5	4,500.00
Grand Total	17,550.00

Notes

This quote is co-termed with quote Q-167970(executed contract #17442). Year one has been pro-rated to 4 months to align with agency annual billing dates.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

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. 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:

Mark Fleischhauer

Date:

03/04/20

Name (Print):

Mark Fleischhauer

Title:

Village Manager

PO# (Or write N/A):

Please sign and email to Mike Schmidt at mschmidt@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract#:
		Order Type:
		RMA#:
		Address Used:
		SO#:
Review 1	Review 2	
Comments:		