

RESOLUTION NO. R2023-02

**A RESOLUTION WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF  
THE CITY CODE AND APPROVING AN AGREEMENT WITH AXON ENTERPRISE, INC.  
FOR THE PROVISION OF SECURITY CAMERAS AND RELATED SERVICES  
FOR THE POLICE DEPARTMENT**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Police Department's has identified the need to replace its security camera system ("**Cameras**") and associated services (collectively, "**Services**"); and

WHEREAS, Axon Enterprise, Inc. ("**Contractor**") submitted a quote to the City for the purchase and installation of the Cameras in the amount of \$38,074.14 and Services in the amount of \$7,614.83 per year for five years; and

WHEREAS, the City has previously entered into contracts with Contractor for the provision of officer-worn body cameras and related services and in-car cameras, and has been satisfied with the level of equipment and services provided by Contractor; and

WHEREAS, the City and Contractor enter into an Agreement for the purchase and installation of the Cameras and the Services over a five year term at the prices proposed ("**Agreement**"), subject to the appropriation of funds for the Services by the City Council in future fiscal years; and

WHEREAS, in accordance with Section 1-8-4.B.6.a.3 of the Warrenville City Code ("**City Code**"), the Mayor and the City Council have determined that it is in the best interests of the City and the public to waive competitive bidding and enter into the the Agreement with the Contractor for the Cameras and Services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Waiver of Competitive Bidding. Pursuant to Section 1-8-4.B.6.a.3 of the City Code and the City's home rule authority, the Mayor and the City Council hereby waive the requirement of competitive bidding for the procurement the Cameras and Services.

SECTION 3: Approval of Agreement. The Agreement with Contractor is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 4: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement only after receipt by the City Administrator of at least two executed copies of the Agreement from Contractor; provided, however, that if the City Administrator does not receive such executed copies of the Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval by a two-thirds majority affirmative vote of the members of the City Council then holding office in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**AGREEMENT**



**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-398514-44937.930MM

Issued: 01/11/2023

Quote Expiration: 01/20/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 116067

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
3S245 Warren Ave 3S245 Warren Ave Warrenville, IL 60555-2930 USA	Warrenville Police Dept. - IL 3S245 Warren Ave Warrenville, IL 60555-2930 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Ken Dawson Phone: 630-393-2131 Email: kdawson@warrenville.il.us Fax:

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$38,074.08</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$38,074.08</b>

### Discount Summary

Average Savings Per Year	\$2,217.98
<b>TOTAL SAVINGS</b>	<b>\$11,089.92</b>

### Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$7,614.80	\$0.00	\$7,614.80
Jul 2024	\$7,614.82	\$0.00	\$7,614.82
Jul 2025	\$7,614.82	\$0.00	\$7,614.82
Jul 2026	\$7,614.82	\$0.00	\$7,614.82
Jul 2027	\$7,614.82	\$0.00	\$7,614.82
<b>Total</b>	<b>\$38,074.08</b>	<b>\$0.00</b>	<b>\$38,074.08</b>

Quote Unbundled Price:	\$49,164.00
Quote List Price:	\$38,088.00
Quote Subtotal:	\$38,074.08

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
IR1CA	Interview Room 1 Camera Standard	2	60	\$406.80	\$314.50	\$314.50	\$37,740.00	\$0.00	\$37,740.00
<b>A la Carte Hardware</b>									
50364	INTERVIEW - MIC - LINE POWERED	2			\$174.00	\$167.04	\$334.08	\$0.00	\$334.08
<b>Total</b>							<b>\$38,074.08</b>	<b>\$0.00</b>	<b>\$38,074.08</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 1 Camera Standard	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	07/01/2022
Interview Room 1 Camera Standard	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	07/01/2022
Interview Room 1 Camera Standard	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	07/01/2022
Interview Room 1 Camera Standard	50220	INTERVIEW - SWITCH - 8 PORT POE	1	07/01/2022
Interview Room 1 Camera Standard	50294	INTERVIEW - SERVER - LITE	2	07/01/2022
Interview Room 1 Camera Standard	50322	INTERVIEW - TOUCH PANEL PRO	2	07/01/2022
Interview Room 1 Camera Standard	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	07/01/2022
Interview Room 1 Camera Standard	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2	07/01/2022
A la Carte	50364	INTERVIEW - MIC - LINE POWERED	2	07/01/2022

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	08/01/2023	07/31/2028
Interview Room 1 Camera Standard	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P)	2	08/01/2023	07/31/2028
Interview Room 1 Camera Standard	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	08/01/2023	07/31/2028
Interview Room 1 Camera Standard	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	08/01/2023	07/31/2028
Interview Room 1 Camera Standard	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	08/01/2023	07/31/2028
Interview Room 1 Camera Standard	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	08/01/2023	07/31/2028

### Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Standard	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50448	EXT WARRANTY, INTERVIEW ROOM	2	08/01/2023	07/31/2028

## Payment Details

<b>Jul 2023</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 1	50364	INTERVIEW - MIC - LINE POWERED	2	\$66.80	\$0.00	\$66.80
Year 1	IR1CA	Interview Room 1 Camera Standard	2	\$7,548.00	\$0.00	\$7,548.00
<b>Total</b>				<b>\$7,614.80</b>	<b>\$0.00</b>	<b>\$7,614.80</b>

<b>Jul 2024</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 2	50364	INTERVIEW - MIC - LINE POWERED	2	\$66.82	\$0.00	\$66.82
Year 2	IR1CA	Interview Room 1 Camera Standard	2	\$7,548.00	\$0.00	\$7,548.00
<b>Total</b>				<b>\$7,614.82</b>	<b>\$0.00</b>	<b>\$7,614.82</b>

<b>Jul 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 3	50364	INTERVIEW - MIC - LINE POWERED	2	\$66.82	\$0.00	\$66.82
Year 3	IR1CA	Interview Room 1 Camera Standard	2	\$7,548.00	\$0.00	\$7,548.00
<b>Total</b>				<b>\$7,614.82</b>	<b>\$0.00</b>	<b>\$7,614.82</b>

<b>Jul 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	50364	INTERVIEW - MIC - LINE POWERED	2	\$66.82	\$0.00	\$66.82
Year 4	IR1CA	Interview Room 1 Camera Standard	2	\$7,548.00	\$0.00	\$7,548.00
<b>Total</b>				<b>\$7,614.82</b>	<b>\$0.00</b>	<b>\$7,614.82</b>

<b>Jul 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	50364	INTERVIEW - MIC - LINE POWERED	2	\$66.82	\$0.00	\$66.82
Year 5	IR1CA	Interview Room 1 Camera Standard	2	\$7,548.00	\$0.00	\$7,548.00
<b>Total</b>				<b>\$7,614.82</b>	<b>\$0.00</b>	<b>\$7,614.82</b>

**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](http://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](http://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.



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Signature

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Date Signed

1/11/2023





**STATEMENT OF WORK FOR THE  
IMPLEMENTATION OF AXON INTERVIEW ROOM  
FOR WARRENVILLE POLICE DEPT. - IL ("SOW")**

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Submitted By:

Axon Enterprise, Inc. (Axon) North 85<sup>th</sup> Street



# 1. PROJECT OVERVIEW:

## 1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

## 1.2 DEFINITIONS

TERM	DEFINITION
<b>PARTIES</b>	
Agency	Warrenville Police Dept. - IL who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
<b>SYSTEMS</b>	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
<b>PROJECT &amp; MILESTONES</b>	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
<b>ACCEPTANCE</b>	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



## 1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



## 2. PROFESSIONAL SERVICES:

### 2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

### 2.2 HARDWARE

#### 2.2.1 HQ

- ▶ Axon will supply 2 Servers.
  - If agency grants access, Axon will unbox and rack servers.
  - Agency will ensure servers are powered on with Windows installed prior to Install date.
  - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
  - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- ▶ Axon will supply 1 network switches.
- ▶ Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
  - Removing all evidence from room.
  - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- ▶ Axon will mount/place Touch Panels
- ▶ IR 1
  - AXIS F41/F1025 Covert IP Camera in Motion Sensor Enclosure



▶ IR 2

- AXIS F41/F1025 Covert IP Camera in Motion Sensor Enclosure



## 2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

## 2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

## 2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



## **3. PROJECT MANAGEMENT:**

### **3.1 MANAGEMENT RESOURCES**

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

### **3.2 REQUIREMENTS PLANNING**

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

### **3.3 CHANGE CONTROL**

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.





## 4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



## 5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



## 6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

AGENCY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_