



East Peoria Police Department

TO: The Honorable Mayor and the City Council

THRU: Morgan Cadwalader, City Clerk

FROM: Chief of Police (Interim) Rich Brodrick

DATE: December 29, 2020

SUBJECT: Taser Replacement Five Year Expense Contract

DISCUSSION: The Police Department is in need of replacement Tasers for all sworn personnel. Taser is the sole source provider of these types of less lethal weapons. The Taser has the potential to lessen the chance of injury to both officers and suspects, thus reducing the amount of on the job injuries and the ever-present subsequent litigation. An updated quote was requested of Taser with the following annual breakdowns:

Year 1	\$12,452.55
Year 2	\$37,950.00
Year 3	\$37,950.00
Year 4	\$37,950.00
Year 5	\$37,950.00
	<u>\$164,252.55</u>

The contract covers 55 new Taser 7 model weapons, batteries, dataport, holsters, warranty, and cartridges (both duty and training), an instructor training voucher and a master instructor training voucher. Original cost of this plan is \$164,252.55 (expires 03/31/21). Taser no longer supports the current models of Tasers that our officers carry and moving forward parts will be depleted at the service center. The Taser 7 is the newest model thus carrying the longest support to date.

RECOMMENDATION: Approval of five-year contract with Axon Taser for the purchase of 55 new Tasers for the police department.

ORDINANCE NO. 4545

AN ORDINANCE APPROVING AN INSTALLMENT CONTRACT FOR PURCHASE OF NEW TASER EQUIPMENT FOR THE CITY'S POLICE DEPARTMENT

WHEREAS, the City's Police Department is in need of new Tasers and associated equipment (the "Tasers"), as the current Taser equipment is nearing the end of its useful life with limited service options; and

WHEREAS, the City's Police Department has received a quote for new replacement Tasers for equipping the entire Police Department and the associated hardware and equipment, maintenance service agreement, instructor training, and certification programs from Axon Enterprises Inc. (the "Taser Package"); and

WHEREAS, the quote from Axon Enterprises Inc. for the Taser Package is for a five-year installment contract with the City at a cost of \$164,252.55, as set forth in "Exhibit A", attached hereto and incorporated by reference (the "Proposal"); and

WHEREAS, under the terms of the Proposal from Axon Enterprises Inc., the installment contract for the Taser Package provides for a payment of \$12,452.55 in Year 1 followed by payments of \$37,950.00 in Years 2 through 5 for a total cost of \$164,252.55 for the Taser Package; and

WHEREAS, the proposed financing arrangement under the installment contract as set forth in the Proposal will allow the Police Department to fund the purchase of THE Taser Package across the current budget for the 2020-2021 fiscal year and then the next four fiscal years thereafter; and

WHEREAS, the City has the authority to enter into the proposed financing arrangement for the purchase of the Taser Package as provided under the Local Government Debt Reform Act (30 ILCS 350/1, *et seq.*), and the financing terms of the proposed financing comply with the Illinois Bond Authorization Act (30 ILCS 305/0.01, *et seq.*); and

WHEREAS, the City Council hereby finds that it is in the best interests of the City to acquire the Taser Package from Axon Enterprises Inc. for the City's Police Department under the financing arrangement as set forth in the Proposal as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitations are found to be true and correct.

Section 2. The purchase of the Taser Package for the City’s Police Department as provided in Exhibit A from Axon Enterprises Inc. under the installment contract financing arrangement set forth in the Proposal is hereby approved.

Section 3. The Mayor, or his designee, is hereby authorized and directed to enter into an installment contract with Axon Enterprises Inc. for the Taser Package at a cost not to exceed \$164,252.55 pursuant to the financing arrangements set forth in the Proposal as provided in Exhibit A under such terms and conditions as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the terms of this Ordinance until an executed original of such installment contract has been delivered to Axon Enterprises Inc.

Section 4. The Mayor, or his designee, is hereby further authorized to execute any additional required supporting documentation in relation to the financing arrangement and installment contract with Axon Enterprises Inc. for the purchase of the Taser Package as provided in the Proposal set forth in Exhibit A.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS IN REGULAR AND PUBLIC SESSION, THIS ____ DAY OF _____, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A

Installment Contract Proposal for Taser Package



AXON

East Peoria Police Dept. - IL

AXON SALES REPRESENTATIVE

Dan Effinger

480-502-6254

deffinger@axon.com

ISSUED

1/12/2021

Q-281166-44208.722DE

Issued: 01/12/2021

Quote Expiration: 03/31/2021

Account Number:

Payment Terms: Net 30
Delivery Method: Fedex - Ground

prise, Inc.
n St.
Arizona 85255
s
) 978-2737

SALES REPRESENTATIVE

Dan Effinger
Phone: 480-502-6254
Email: deffinger@axon.com
Fax:

PRIMARY CONTACT

Rich Brodrick
Phone:
Email: richbrodrick@cityofeastpeoria.com

BILL TO

East Peoria Police Dept. - IL
201 W. WASHINGTON ST.
East Peoria, IL 61611
US

East Peoria Police Dept. - IL
201 W. WASHINGTON ST.
East Peoria, IL 61611
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	55	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	55	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		55	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		55	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		55	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		165	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		165	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		110	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		110	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		110	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		110	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		66	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		66	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
Other						
20430	TASER 7 CERTIFICATION BUNDLE HEADER	60	55	0.00	0.00	0.00
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	55	690.00	226.41	12,452.55
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
Services						
85147	CEW STARTER		1	2,750.00	0.00	0.00
					Subtotal	12,452.55
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	12,452.55

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	0.00	0.00	0.00

Spares (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Trade-In Credit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		50	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		110	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		110	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	55	690.00	690.00	37,950.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	37,950.00
					Estimated Tax	0.00
					Total	37,950.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		110	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		110	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		110	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		110	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	55	690.00	690.00	37,950.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	37,950.00
					Estimated Tax	0.00
					Total	37,950.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		110	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		110	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	55	690.00	690.00	37,950.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	37,950.00
					Estimated Tax	0.00
					Total	37,950.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		110	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		110	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	55	690.00	690.00	37,950.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	37,950.00
					Estimated Tax	0.00
					Total	37,950.00
Grand Total						164,252.55

Discounts (USD)

Quote Expiration: 03/31/2021

List Amount	192,500.00
Discounts	28,247.45
Total	164,252.55

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	12,452.55
Spares	0.00
Trade-In Credit	0.00
Year 2	37,950.00
Year 3	37,950.00
Year 4	37,950.00
Year 5	37,950.00
Grand Total	164,252.55

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: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Dan Effinger at deffinger@axon.com or fax to

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		SO #:
Review 1	Review 2	
Comments:		