

# Tazewell County Board

Monday, December 20, 2021

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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# TAZEWELL COUNTY BOARD

## SPECIAL MEETING

James Carius Community Room  
Monday, December 20, 2021 - 6:00 p.m.

David Zimmerman - Chairman of the Board  
Michael Harris - Vice Chairman of the Board

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. In-Place Finance Committee meeting
- F. In-Place Executive Committee meeting
- G. Consent Agenda

### **Finance Committee:**

- F-21-39** 1. Approve transfer of funds from County Clerk to Contingency  
**Upon approval of In-Place meeting**

### **Executive Committee:**

- E-21-176** 2. Approve precinct redistricting  
**Upon approval of In-Place meeting**
- E-21-185** 3. Approve Axon Enterprises, Inc. project  
**Upon approval of In-Place meeting**
- E-21-177** 4. Approve composition of AdHoc Search Committee  
**Upon approval of In-Place meeting**
- E-21-178** 5. Approve Interim County Administrator  
**Upon approval of In-Place meeting**
- E-21-179** 6. Approve contract for Executive Search Firm  
**Upon approval of In-Place meeting**

- E-21-180** 7. Approve Emergency Declaration for roof top unit for the Justice Center  
**Upon approval of In-Place meeting**
- E-21-181** 8. Approve Emergency Declaration for on-site storage of bulk road salt for the Highway Department  
**Upon approval of In-Place meeting**
- E-21-182** 9. Approve IMRF Authorized Agent  
**Upon approval of In-Place meeting**
- E-21-183** 10. Approve appointment of Supervisor of Assessments  
**Upon approval of In-Place meeting**
- E-21-184** 11. Approve the Annual Appellate Prosecutor resolution  
**Upon approval of In-Place meeting**
- E-21-186** 12. Approve sixth invoice for CDBG-RLF Closeout Grant 18-248591  
**Upon approval of In-Place meeting**
  
- H. Unfinished Business
- I. New Business
- J. Recess to January 26, 2022

**COMMITTEE REPORT**

F-21-39

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the County’s Finance Committee recommends to the County Board to approve a transfer of funds from the County Clerk to Contingency; and

WHEREAS, the County Clerk has presented precinct redistricting which will save the County \$269,700 in FY22; and

WHEREAS, a transfer of \$260,000 is to be made from the County Clerk Election Line Items into Contingency.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 20th DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



## Sue Beene - Update and Questions Concerning Special County Board Meeting

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**From:** John Ackerman  
**To:** County Board Members; David Zimmerman; Cindy Zimmerman <dc.zimm.90@gma...>  
**Date:** 12/10/2021 10:38 AM  
**Subject:** Update and Questions Concerning Special County Board Meeting  
**Cc:** Sue Beene; Wendy Ferrill; Mike Holly

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As an update, 5 County Board Members have submitted as of right now a request for a Special County Board Meeting: Russ Crawford, William Atkins, Wayne Altpeter, Brandon Hovey, and Sam Goddard.

**One of the current 5 County Board Members has listed December 15th at 6:00pm as the Date and Time for this Special County Board Meeting. If the other 4 current County Board Members concur with this date and time, 2 additional County Board Members would need to come forward before Monday midday in order for Sue Beene and I to get all the appropriate notifications placed for the meeting to take place on December 15th.** Please also note the same County Board Member listed not only the Precinct Redistricting but also the Axon International Contract as action items for this Special County Board Meeting, pending the potential approval of the other 6 County Board Members. I have a question out to the States Attorney Office concerning the possible requirement to place Chairman Zimmerman's Emergency Declaration concerning the Justice Center on the agenda if a Special County Board Meeting takes place.

I have been asked by several County Board Members for a breakdown of the estimated \$250,000 savings each election from the 2021 Precinct Redistricting Proposal. With so many asking the same question, I decided to share the information with the group.

If the County Board waits until the next opportunity rather than take action now on this Precinct Redistricting, 3 elections will have passed. The next opportunity to do the Precinct Redistricting would be following the 2023 Consolidated Election (normally this election takes place first Tuesday in April) and before June of 2023. As such, between now and the next opportunity to take action on Precinct Redistricting would be the 2022 Primary, 2022 General, and 2023 Consolidated Elections.

The 2021 Precinct Redistricting Proposal would eliminate 27 Precincts and 12 Polling Locations.

Election Judges Cost Savings would be \$22,950 per election or \$68,850 by the end of 3 elections. This number is a mathematical certainty.

We would have an additional 10 sets of now surplus Election Equipment we could sell back to Liberty Systems. This would bring the 1 time payment of \$28,800. This number is a mathematical certainty.

Our vendor Liberty Systems cut their contractual cost under a new contract following the 2019 Precinct Redistricting Effort approved by the Tazewell County Board by \$100,000. The 2019 Precinct Redistricting Effort was slightly smaller than this Redistricting Effort (reduction of 26 Precincts and 10 Polling Locations in 2019). Additionally, while they have offered to lower the contractual cost, they have not provided a number as you have not approved anything to this point for them to consider. As such, I estimate that cost to be \$100,000 but it is just an estimated savings. Over 2 years, that savings would total \$200,000.

We pay Liberty Systems an additional cost of ballot preparation, printing, election equipment supplies, required pretesting, required testing, and required canvassing of the election equipment. This cost would be reduced by 27 precincts and 12 Polling Locations. That estimated cost savings is \$30,000 per election or \$100,000 for all 3 elections. The amount for all three elections is larger because the Consolidated Election cost more than the Primary and General Election.

We pay the Townships to setup and tear down the election equipment, including travel to and from our office. 12 fewer Polling Locations would be required. Estimated savings is \$2,500 per election or \$7,500 for all 3 elections.

We pay the Township Supervisor to visit all Polling Locations within their Township at least within the first hour of opening and for many throughout the day to visit the Polling Locations. 12 fewer locations equal an estimated \$1,000 per election or \$3,000 for all 3 elections.

We pay six of my employees to visit the Polling Locations throughout Tazewell County before they open on Election Day (six different routes are required to accomplish this task within 1 hour before the Polling Locations open). Dropping 12 Polling Locations would save an estimated \$1000 per election or \$3000 for all 3 elections.

Township Supervisors and Township Highway Staff are not fully reimbursed for their cost for setup and tear down of election equipment at Polling Locations and for their visits to these locations on Election Day. This saving is estimated at \$3,000 per election or \$9,000 for all 3 elections.

My staff would not be required to do ballot preparation, Election Equipment Distribution, Election Judge supplies distribution, and other associated election related task for 27 Precincts and 12 Polling Locations. This savings is estimated at \$10,000 per election or \$50,000 for all three elections. The amount for all three elections is larger because the Consolidated Election cost more than the Primary and General Election.

Savings Estimation for 2022 Elections (Primary and General) \$269,700

Savings Estimation for 2023 Consolidated Election: \$200,450

Savings Estimation for all 3 Elections: \$470,150

John C. Ackerman  
Tazewell County Clerk

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve the proposal of the County Clerk to approve changes proposed by his office to the precinct boundaries and polling locations in the following townships; and

WHEREAS, the townships are Cincinnati, Delavan, Fondulac, Groveland, Hopedale, Morton, Spring Lake, Washington and Pekin; and

WHEREAS, these changes have come about due to the population changes in these townships and the recommended population requirement per precinct; and

WHEREAS, the attached maps show the old precinct lines and the new precinct lines in each of the respective townships as well as the adjustments to the polling locations for each.

THEREFORE BE IT RESOLVED that the County Board approve the recommended changes of precinct boundaries and polling locations.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, the Election Division, the Chairmen of each political party and the Township Supervisors of all affected townships of this action.

PASSED THIS 20<sup>TH</sup> DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

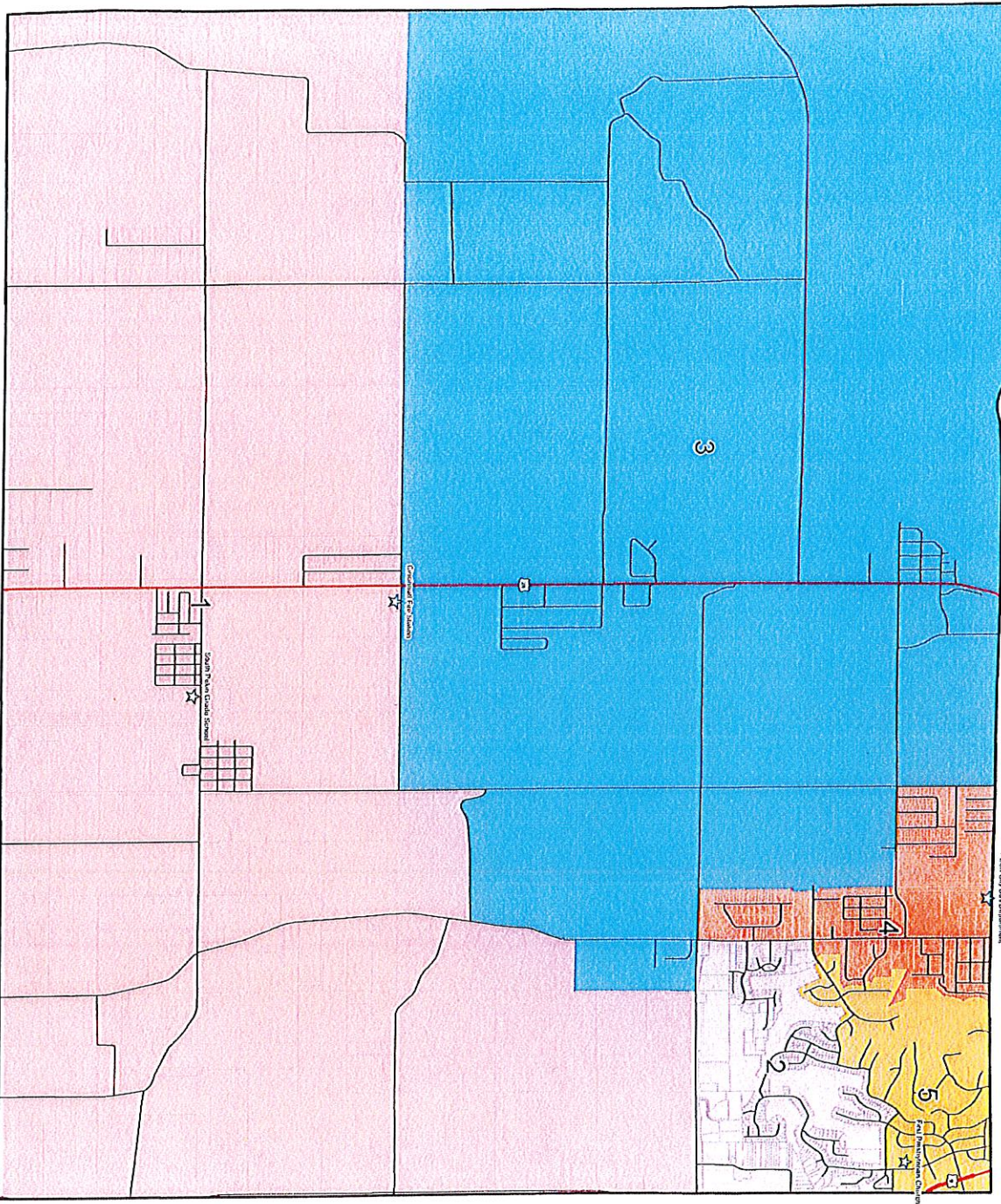




# CINCINNATI PRECINCTS

**PROPOSED 2021**

Township 24-North Range 5-West



Precinct 1

South Pekin Grade School  
206 Main Street, South Pekin

Precinct 2

First Presbyterian Church  
1717 Highwood, Pekin

Precinct 3

Cincinnati Fire House  
14065 Chester L Rd., Pekin

Precinct 4

Pekin City Bus Dept  
1130 Koon St., Pekin

Precinct 5

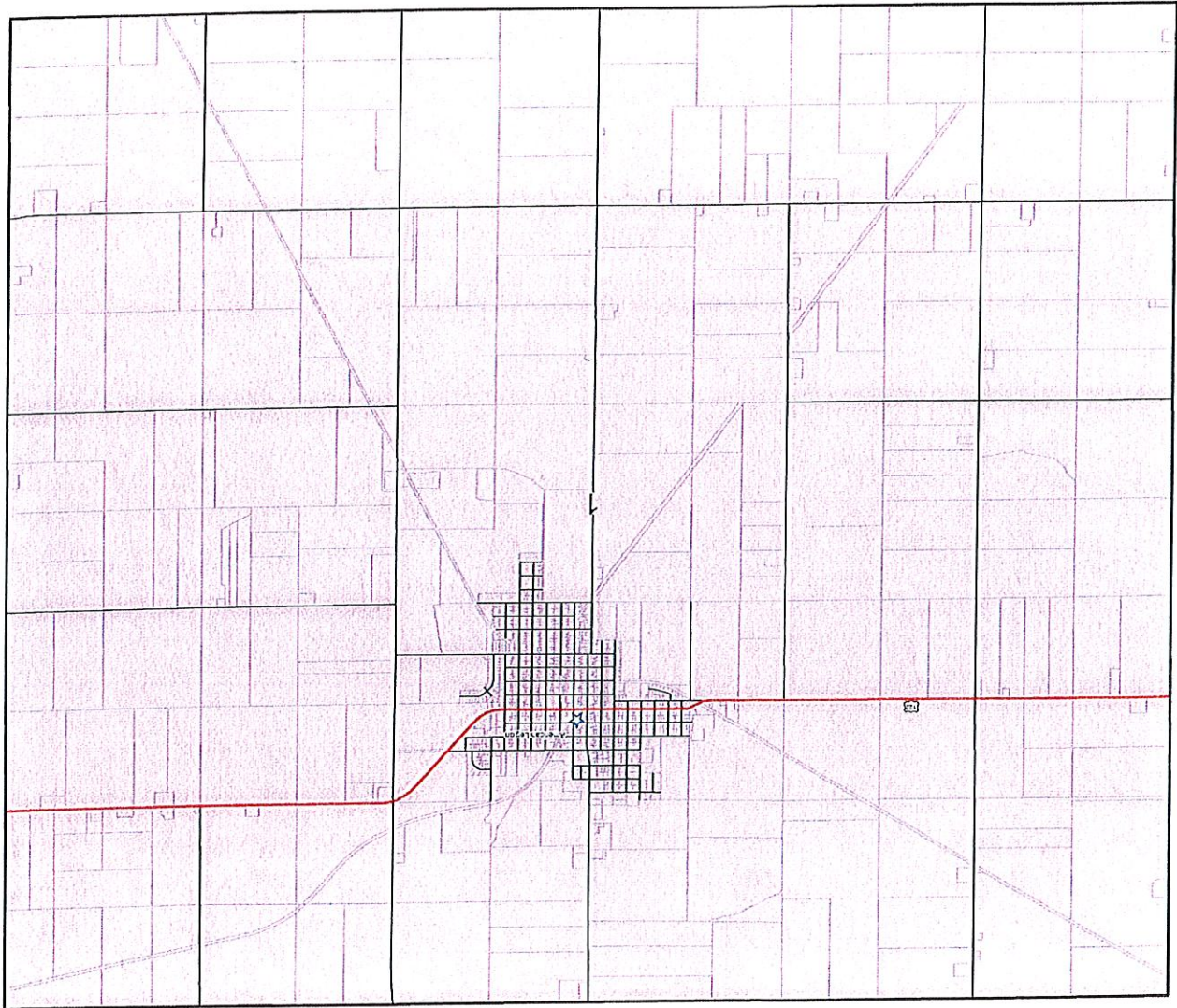
First Presbyterian Church  
1717 Highwood, Pekin



# DELAVAN PRECINCTS

**PROPOSED 2021**

Township 22-North Range 4-West



Precinct 1

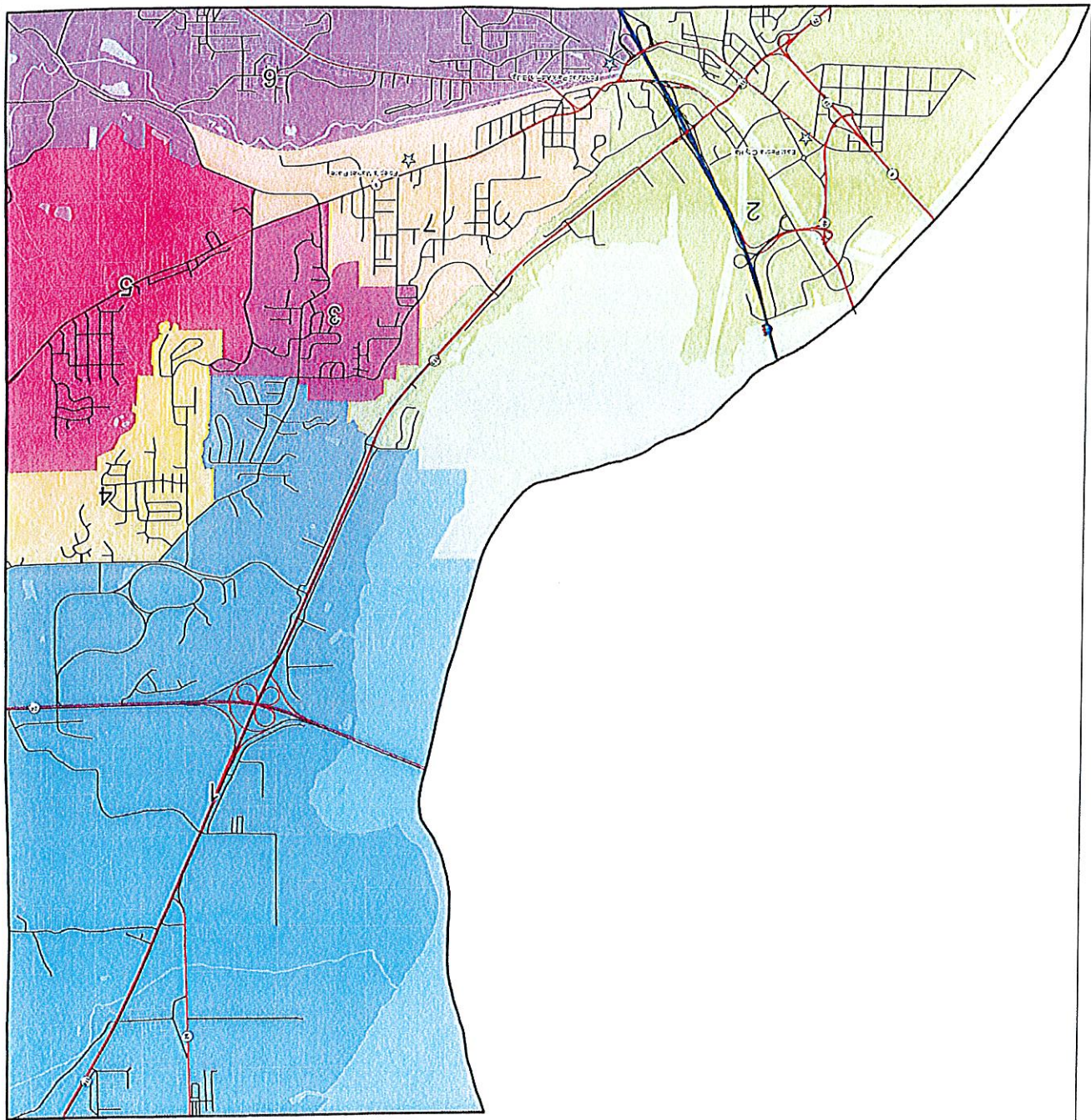
American Legion  
118 E 3rd St., Delavan



# FONDULAC PRECINCTS

## PROPOSED 2021

Township 26-North Range 4-West



- Precinct 1 Fondulac Market Place 2200 E Washington St.
- Precinct 2 East Peoria City Hall 401 W Washington St.
- Precinct 3 Fondulac Market Place 2200 E Washington St.
- Precinct 4 Fondulac Market Place 2200 E Washington St.
- Precinct 5 Fondulac Market Place 2200 E Washington St.
- Precinct 6 Fondulac Park Admin Bldg. 201 Veterans Rd.
- Precinct 7 Fondulac Market Place 2200 E Washington St.

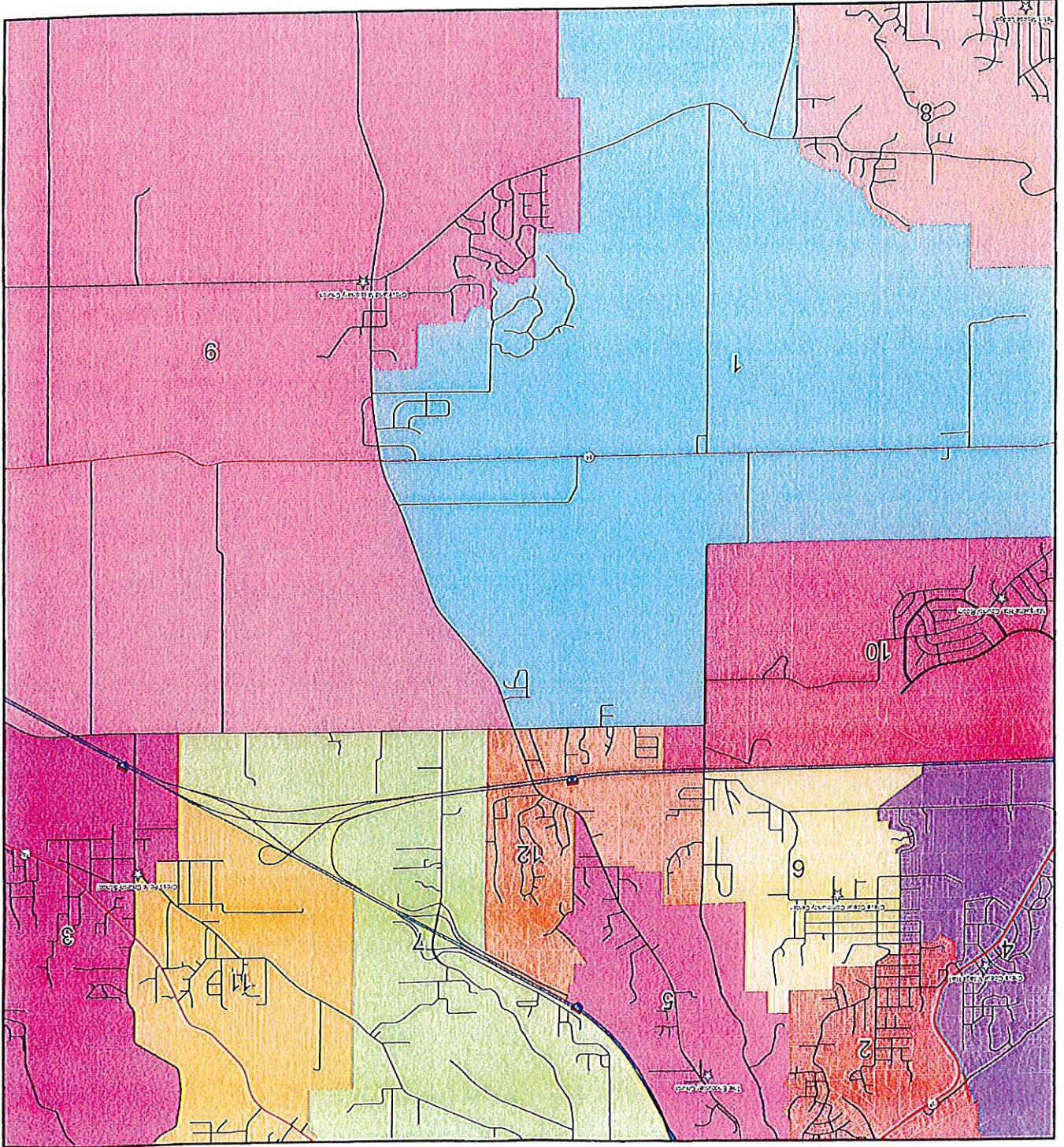
Source: Tazewell County Clerk 2021



# GROVELAND PRECINCTS

**PROPOSED 2021**

Township 25 - North Range 4 - West



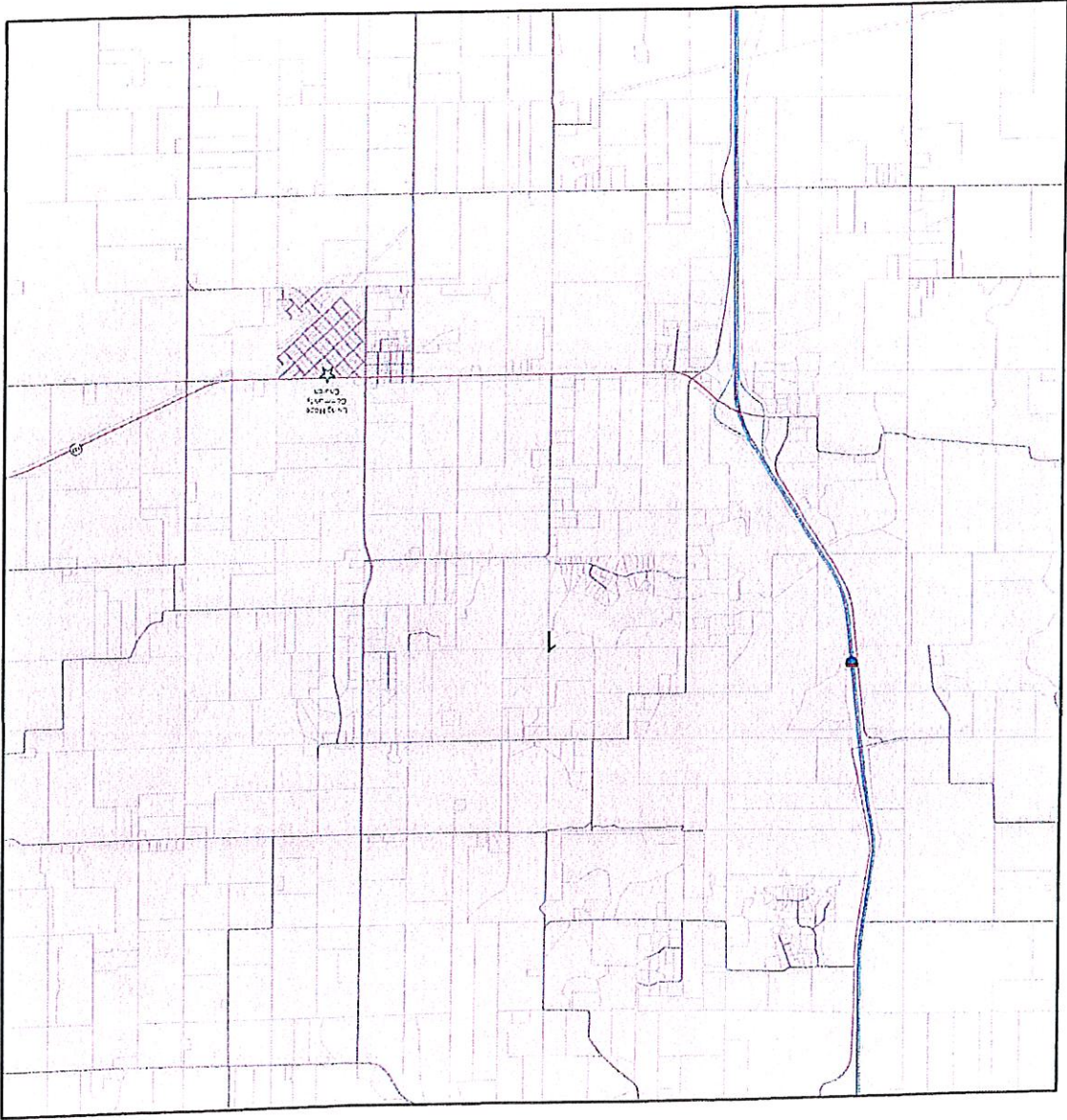
Precinct 1	Groveland Missionary Church 5043 Queenwood Rd., Groveland	Precinct 5	The Encounter Church 800 Springfield Rd., E Peoria	Precinct 9	Groveland Missionary Church 5043 Queenwood Rd., Groveland
Precinct 2	103 N Thorncrest, Creve Coeur Creve Coeur Village Hall	Precinct 6	Creve Coeur Community Ctr 586 Groveland St., Creve Coeur	Precinct 10	Marquette Heights Council Room 715 Lincoln, Marquette Heights
Precinct 3	304 S Pleasant Hill Rd., E Peoria Cross Point Church School	Precinct 7	304 S Pleasant Hill Rd., E Peoria Cross Point Church School	Precinct 11	304 S Pleasant Hill Rd., E Peoria Cross Point Church School
Precinct 4	103 N Thorncrest, Creve Coeur Creve Coeur Village Hall	Precinct 8	2505 Broadway St., Pekin Pekin Moose Lodge	Precinct 12	800 Springfield Rd., E Peoria The Encounter Church

Source: Tazewell County Clerk 2021



Living Hope Community Church  
326 NW Jefferson St., Hopedale

Precinct 1



**HOPEDALE PRECINCTS**  
**PROPOSED 2021**  
Township 23-North Range 3-West

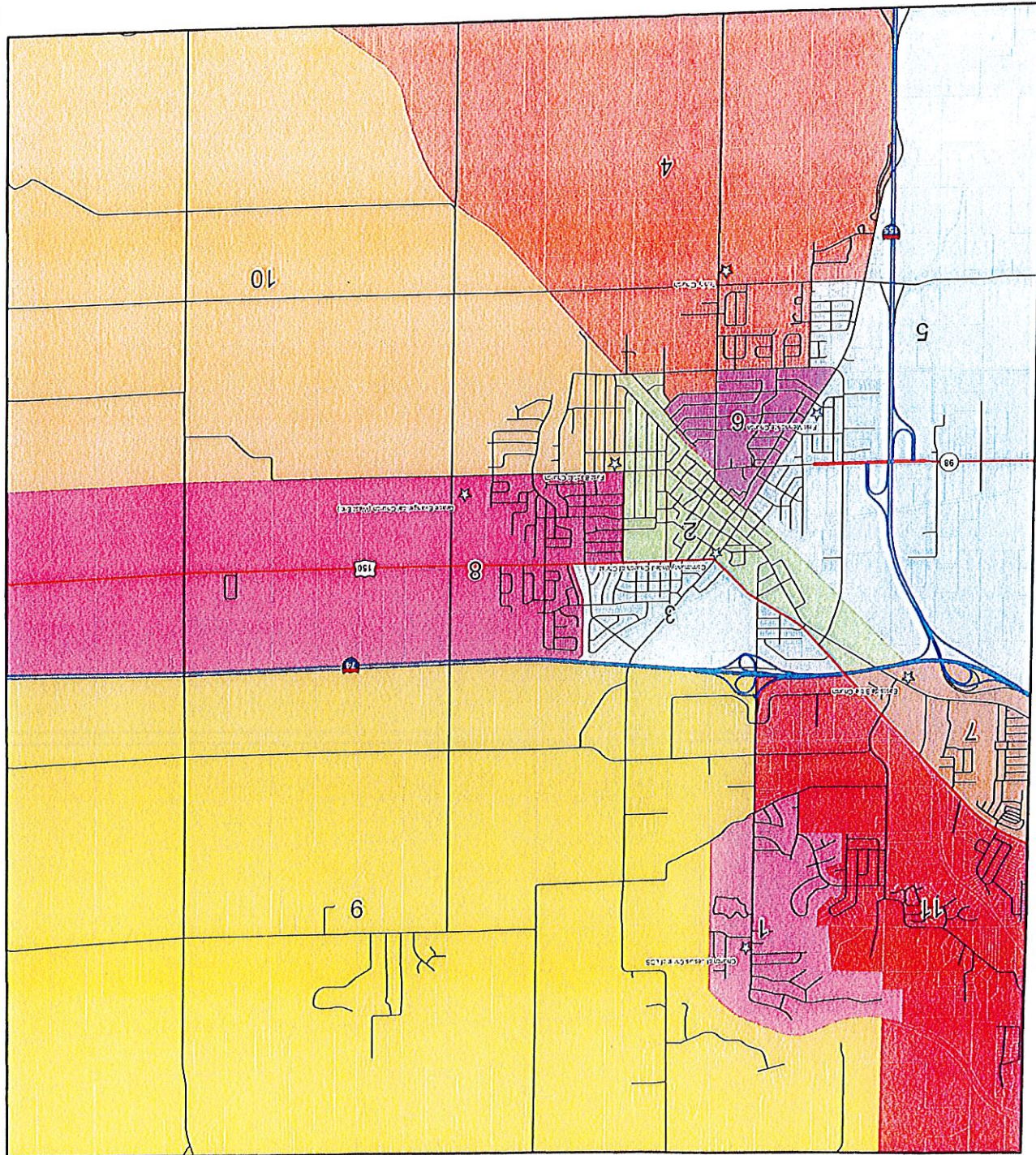




# MORTON PRECINCTS

## PROPOSED 2021

Township 25-North Range 3-West



Precinct 1	Church of Jesus Christ LDS 2330 N Morton Ave., Morton
Precinct 2	First Baptist Church 900 E Jefferson St., Morton
Precinct 3	Community United Church of Christ 300 N Main St., Morton
Precinct 4	Trinity Church 1901 S 4th Ave., Morton
Precinct 5	First Mennonite Church 230 S Baltimore, Morton
Precinct 6	First Mennonite Church 250 S Baltimore, Morton
Precinct 7	Eastside Bible Church 1310 W Jefferson, Morton
Precinct 8	Grace Evangelical Church 1325 E Jefferson (West Door), Morton
Precinct 9	Grace Evangelical Church 1325 E Jefferson (West Door), Morton
Precinct 10	First Baptist Church 900 E Jefferson St., Morton
Precinct 11	Eastside Bible Church 1310 W Jefferson, Morton

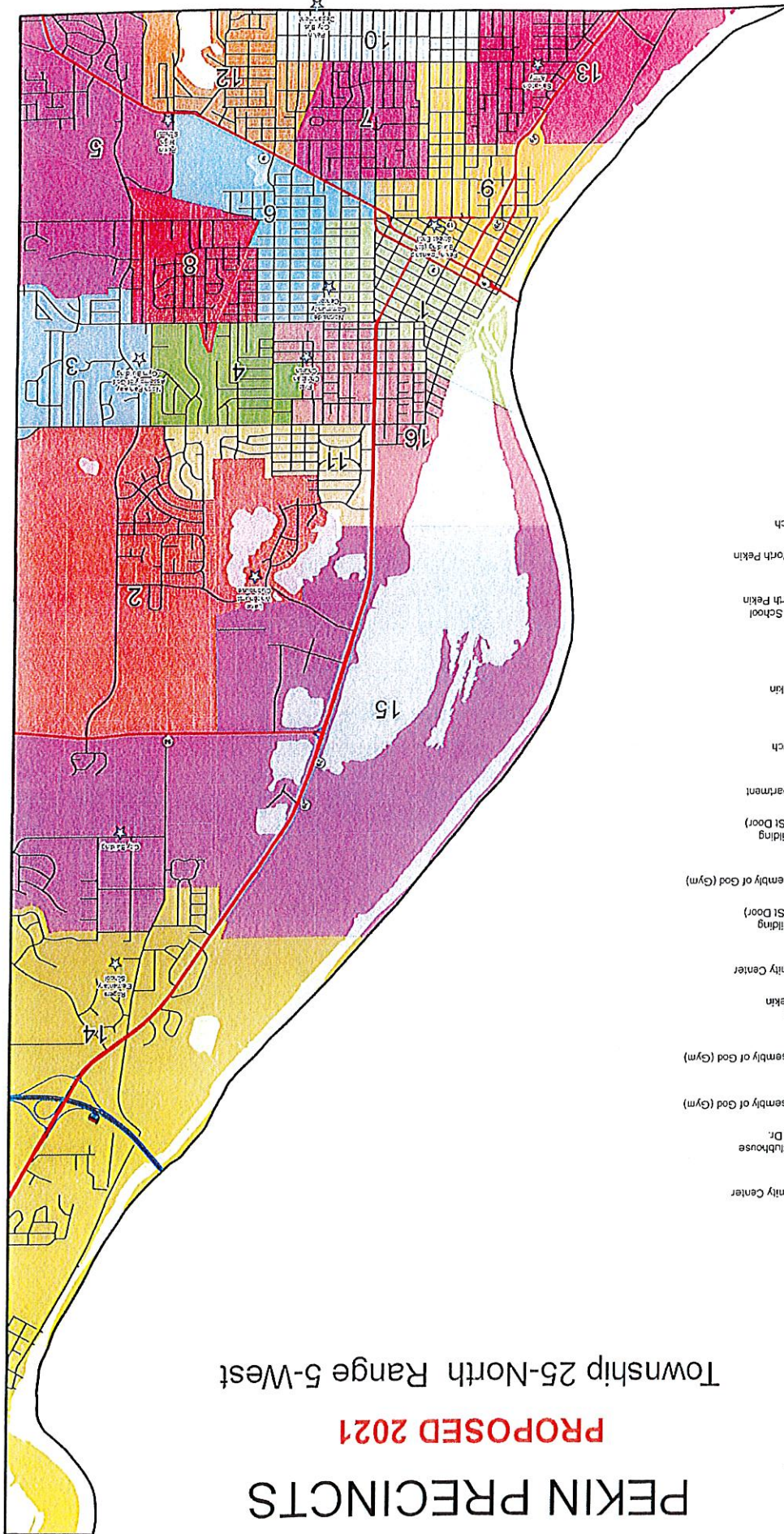
Source: Tazewell County Clerk 2021



# PEKIN PRECINCTS

**PROPOSED 2021**

Township 25-North Range 5-West

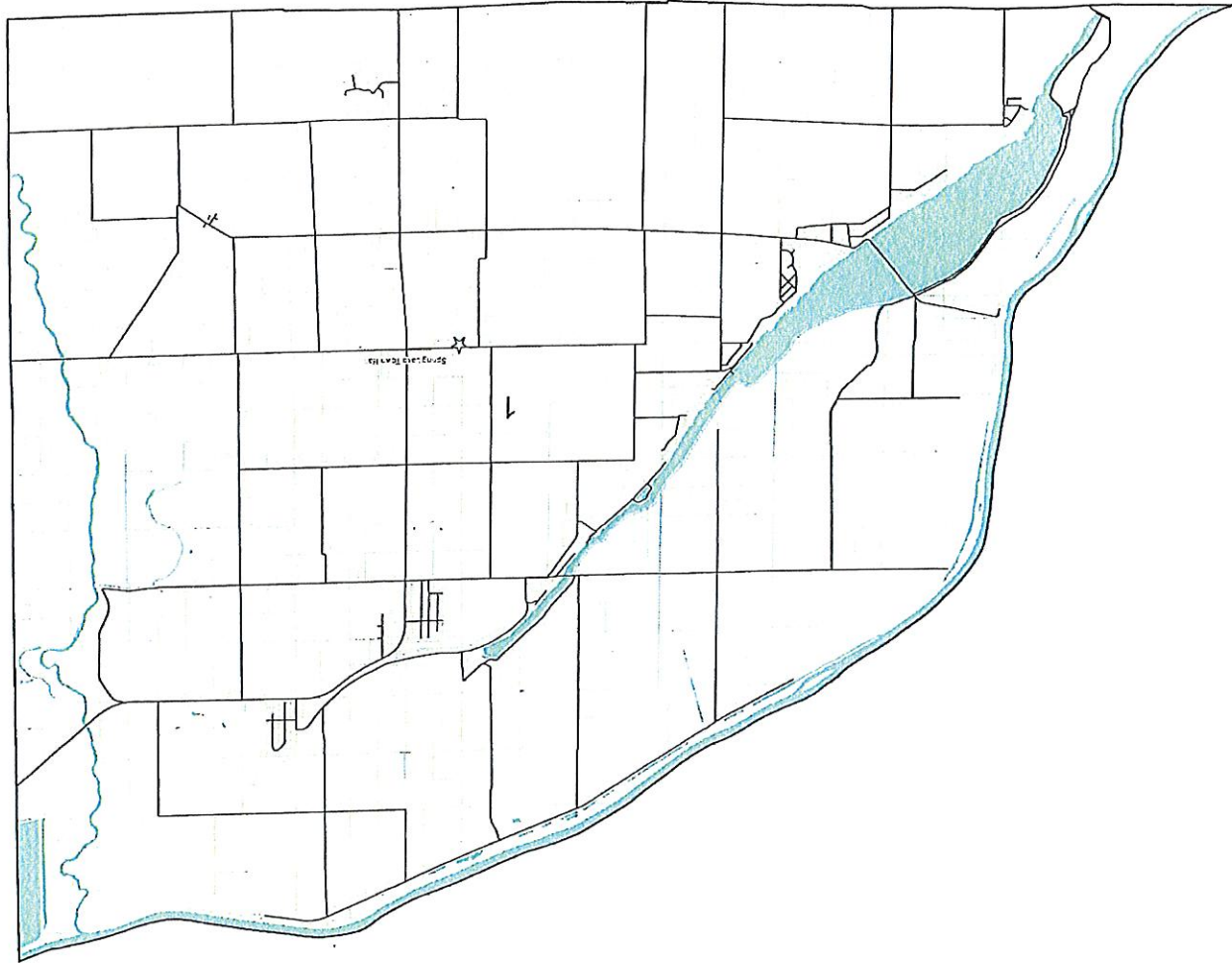


- Precinct 1  
Northside Community Center  
715 N 11th St
- Precinct 2  
Lake Whitehurst Clubhouse  
2120 Susan-Hope Dr.
- Precinct 3  
North Parkway Assembly of God (Gym)  
1209 Parkway
- Precinct 4  
North Parkway Assembly of God (Gym)  
1209 Parkway
- Precinct 5  
Pekin High School  
320 Stadium Dr, Pekin
- Precinct 6  
Northside Community Center  
715 N 11th St
- Precinct 7  
Pekin Township Building  
420 Elizabeth (5th St Door)
- Precinct 8  
North Parkway Assembly of God (Gym)  
1209 Parkway
- Precinct 9  
Pekin Township Building  
420 Elizabeth (5th St Door)
- Precinct 10  
Pekin City Bus Department  
1130 Koch St
- Precinct 11  
First Chistian Church  
1201 Chestnut St
- Precinct 12  
Pekin High School  
320 Stadium Dr, Pekin
- Precinct 13  
Salvation Army  
243 Derby
- Precinct 14  
Rogers Elementary School  
109 Rogers Rd, North Pekin
- Precinct 15  
City Building  
206 Lincoln Blvd, North Pekin
- Precinct 16  
First Chistian Church  
1201 Chestnut St

# SPRING LAKE PRECINCTS

**PROPOSED 2021**

Township 24-North Range 7-West



Precinct 1

Spring Lake Town Hall  
6903 Townline Rd., Manito





**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the bid for Law Enforcement from Axon Enterprises, Inc. for body cameras, in-car cameras, interview cameras, Digital Evidence Solution, CEW upgrade and warranty; and

WHEREAS, the contract and bid includes a sole source letter for these products; and

WHEREAS, the contract duration is for ten years with a total cost of \$1,922,701.46.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Sheriff and the Auditor of this action.

PASSED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



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-352213-44517.941RL

Issued: 11/17/2021



Quote Expiration: 12/31/2021

EST Contract Start Date: 05/01/2022

Account Number: 110854

Payment Terms: N30  
 Delivery Method: FedEx - Ground

<b>SHIP TO</b>		<b>BILL TO</b>	
Business;Delivery;Invoice-101 S Capitol St		Tazewell County Sheriff's Dept. - IL	
101 S Capitol St	Pekin, IL 61554-4108	101 S Capitol St	Pekin, IL 61554-4108
USA		USA	
	Email:		Email:

<b>SALES REPRESENTATIVE</b>	<b>PRIMARY CONTACT</b>
Rachel Leinson	
Phone: rleinson@axon.com	Phone: (309) 478-5616
Fax:	Email: tgillespie@tazewell.com
	Fax:

Program Length	120 Months
<b>TOTAL COST</b>	\$181,475.99
<b>ESTIMATED TOTAL W/ TAX</b>	\$181,475.99

Bundle Savings	\$7,624.81
Additional Savings	\$0.00
<b>TOTAL SAVINGS</b>	\$7,624.81

<b>PAYMENT PLAN</b>		
<b>PLAN NAME</b>	<b>INVOICE DATE</b>	<b>AMOUNT DUE</b>
Year 1	Apr, 2022	\$18,147.60
Year 2	Apr, 2023	\$18,147.60
Year 3	Apr, 2024	\$18,147.60
Year 4	Apr, 2025	\$18,147.60
Year 5	Apr, 2026	\$18,147.60
Year 6	Apr, 2027	\$18,147.60
Year 7	Apr, 2028	\$18,147.60



Year 8	Apr, 2029	\$18,147.60
Year 9	Apr, 2030	\$18,147.60
Year 10	Apr, 2031	\$18,147.60

Quote Details

Bundle Summary		
Item	Description	QTY
Fleet3B10Yr	Fleet 3 Basic 10 Year	10
DynamicBundle	Dynamic Bundle	1

Bundle: Fleet 3 Basic 10 Year Quantity: 10 Start: 5/1/2022 End: 4/30/2032 Total: 122675.99 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	20	\$17.00	\$16.01	\$38,412.51
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	10	\$20.00	\$18.83	\$22,595.59
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	10	\$2,405.00	\$2,264.27	\$22,642.67
SIM	72034	FLEET SIM INSERTION, VZW	10	\$15.00	\$14.12	\$141.22
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	10	\$1,249.00	\$1,175.91	\$11,759.12
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	10	\$249.00	\$234.43	\$2,344.29
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	10	\$25.00	\$23.54	\$235.37
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	10	\$1,200.00	\$1,129.78	\$11,297.80
Axon Signal Unit	70112	AXON SIGNAL UNIT	10	\$279.00	\$262.67	\$2,626.74
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	10	\$25.00	\$23.54	\$235.37
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10	\$8.96	\$8.44	\$9,194.90
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	10	\$1.16	\$1.09	\$1,190.41

Bundle: Dynamic Bundle Quantity: 1 Start: 5/1/2022 End: 4/30/2032 Total: 58800 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	10	\$49.00	\$49.00	\$58,800.00

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.



# 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.

20 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

11/17/2021



**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-355138-44517.860RL

Issued: 11/17/2021



Quote Expiration: 12/31/2021

EST Contract Start Date: 01/01/2022

Account Number: 110854

Payment Terms: N30  
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Business;Delivery;Invoice-101 S Capitol St		Tazewell County Sheriff's Dept. - IL	
101 S Capitol St Pekin, IL 61554-4108 USA		101 S Capitol St Pekin, IL 61554-4108 USA	
		Email:	

<b>SALES REPRESENTATIVE</b>	<b>PRIMARY CONTACT</b>
Rachel Leinson Phone: rleinson@axon.com Email: rleinson@axon.com Fax:	Rachel Leinson Phone: (309) 478-5616 Email: tgillespie@tazewell.com Fax:

Program Length	120 Months
<b>TOTAL COST</b>	\$115,404.40
<b>ESTIMATED TOTAL W/ TAX</b>	\$115,404.40

Bundle Savings	\$0.00
Additional Savings	\$0.00
<b>TOTAL SAVINGS</b>	\$0.00

<b>PAYMENT PLAN</b>	<b>PLAN NAME</b>	<b>INVOICE DATE</b>	<b>AMOUNT DUE</b>
	Year 1	Dec, 2021	\$11,540.44
	Year 2	Dec, 2022	\$11,540.44
	Year 3	Dec, 2023	\$11,540.44
	Year 4	Dec, 2024	\$11,540.44
	Year 5	Dec, 2025	\$11,540.44
	Year 6	Dec, 2026	\$11,540.44
	Year 7	Dec, 2027	\$11,540.44

Q-355138-44517.860RL



Year 8	Dec, 2028	\$11,540.44
Year 9	Dec, 2029	\$11,540.44
Year 10	Dec, 2030	\$11,540.44

## Quote Details

### Bundle Summary

Item	Description	QTY	Total(USD)
IR1CA	Interview Room 1 Camera Advanced	4	

### Bundle: Interview Room 1 Camera Advanced Quantity: 4 Start: 1/1/2022 End: 12/31/2031 Total: 115404.4 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Storage	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	4	\$99.00	\$99.00	\$47,520.00
Basic E.com License	73840	EVIDENCE.COM BASIC LICENSE	1	\$15.00	\$15.00	\$1,800.00
Port Switches	50220	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH - NON SER	2	\$760.00	\$760.00	\$1,520.00
Camera Bundles	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$595.00	\$595.00	\$2,380.00
Installation	85170	INTERVIEW ROOM, INSTALL AND SETUP	4	\$2,500.00	\$2,500.00	\$10,000.00
Extended Warranty	50448	EXT WARRANTY, INTERVIEW ROOM	4	\$21.62	\$21.62	\$10,377.60
Client Software	50037	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) LICENSE ACCESS	4	\$1,500.00	\$1,500.00	\$6,000.00
Touch Panel Maintenance	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	4	\$25.00	\$25.00	\$12,000.00
Hardware	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	4	\$1,600.00	\$1,600.00	\$6,400.00
Wall Mount	74056	WALL MOUNT	4	\$64.00	\$64.00	\$256.00
Servers	50294	INTERVIEW - SERVER - LITE	2	\$1,950.00	\$1,950.00	\$3,900.00
License	50041	AXON STREAMING SERVER LICENSE (PER SERVER)	2	\$1,750.00	\$1,750.00	\$3,500.00
Maintenance	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2	\$29.17	\$29.17	\$7,000.80
Microphone	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$196.50	\$196.50	\$786.00
Enclosure Options	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	\$121.00	\$121.00	\$484.00
Sensor Unit	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	\$370.00	\$370.00	\$1,480.00

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.

# 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.

25 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

11/17/2021

Date Signed





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-352361-44517.940RL

Issued: 11/17/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 02/15/2022

Account Number: 110854

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO		BILL TO	
Business;Delivery;Invoice-101 S Capitol St		Tazewell County Sheriffs Dept. - IL	
101 S Capitol St	Pekin, IL 61554-4108	101 S Capitol St	Pekin, IL 61554-4108
USA		USA	
	Email:		

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Leinson Email: rleinson@axon.com Phone: (309) 478-5616 Fax:	Rachel Leinson Email: tgillespie@tazewell.com Phone: (309) 478-5616 Fax:

Program Length	120 Months
<b>TOTAL COST</b>	\$1,625,821.07
<b>ESTIMATED TOTAL W/ TAX</b>	\$1,625,821.07

Bundle Savings	\$515,237.49
Additional Savings	\$118,808.17
<b>TOTAL SAVINGS</b>	\$634,045.66

PAYMENT PLAN	PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1		Jan, 2022	\$162,582.11
Year 2		Jan, 2023	\$162,582.11
Year 3		Jan, 2024	\$162,582.11
Year 4		Jan, 2025	\$162,582.11
Year 5		Jan, 2026	\$162,582.11
Year 6		Jan, 2027	\$162,582.11
Year 7		Jan, 2028	\$162,582.11

Q-352361-44517.940RL



Year 8	Jan, 2029	\$162,582.11
Year 9	Jan, 2030	\$162,582.11
Year 10	Jan, 2031	\$162,582.11

Quote Details

**Bundle Summary**

Item	Description	QTY	Total(USD)
Core+10	2021 Core+ 10 Year	40	\$138,129.48
Core 10 year	2021 Core 10 Year	48	\$85,002.76
ProLicense	Pro License Bundle	2	\$4,250.14
DynamicBundle	Dynamic Bundle	1	\$17,708.91

**Bundle: 2021 Core+ 10 Year Quantity: 40 Start: 2/15/2022 End: 2/14/2032 Total: 767577.51 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	40	\$39.00	\$28.78	\$138,129.48
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	40	\$24.00	\$17.71	\$85,002.76
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	\$0.40	\$0.30	\$4,250.14
Respond License	73449	RESPOND DEVICE LICENSE	40	\$5.00	\$3.69	\$17,708.91
Auto Tagging	73682	AUTO TAGGING LICENSE	40	\$9.00	\$6.64	\$31,876.03
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	40	\$249.00	\$183.73	\$7,349.20
Fleet Signal Unit	70112	AXON SIGNAL UNIT	40	\$279.00	\$205.87	\$8,234.64
Installation	80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	40	\$250.00	\$198.35	\$7,934.10
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	40	\$11.67	\$9.26	\$44,443.65
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	41	\$755.00	\$599.02	\$24,560.00
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	41	\$790.00	\$626.79	\$25,698.55
Camera Refresh 3 with Spares	73345	AXON CAMERA REFRESH THREE	41	\$825.00	\$608.74	\$24,958.49
Camera Refresh 4 with Spares	73346	AXON CAMERA REFRESH FOUR	41	\$860.00	\$634.57	\$26,017.34
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	\$21.00	\$15.50	\$9,297.18
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	\$1,610.00	\$1,187.97	\$5,939.86

Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	\$1,685.00	\$1,243.31	\$6,216.56
Multi-bay Dock Refresh 3	73347	MULTI-BAY BWC DOCK 3RD REFRESH	5	\$1,760.00	\$1,298.65	\$6,493.27
Multi-bay Dock Refresh 4	73348	MULTI-BAY BWC DOCK 4TH REFRESH	5	\$1,840.00	\$1,357.68	\$6,788.41
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	80	\$1.00	\$0.74	\$59.03
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	\$8.61	\$1,033.31
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	40	\$5.00	\$6.30	\$30,241.84
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	48	\$86.00	\$63.46	\$3,045.93
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	40	\$80.00	\$59.03	\$2,361.19
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	120	\$38.00	\$28.04	\$3,364.69
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	120	\$38.00	\$28.04	\$3,364.69
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	\$1,106.81	\$1,106.81
Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	40	\$1,720.00	\$1,084.66	\$43,386.60
Hardware Placeholder	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS	40	\$3,009.60	\$2,387.85	\$95,513.85
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40	\$49.00	\$38.88	\$1,555.08
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	40	\$49.00	\$38.88	\$1,555.08
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$150.00	\$119.01	\$119.01
Spare Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$1,720.00	\$1,364.66	\$1,364.66
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	\$34.83	\$34.83
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	\$3.97	\$476.05
Taser 7 Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$75.00	\$59.51	\$59.51
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.00	\$30.15	\$2,411.97
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	80	\$38.00	\$30.15	\$2,411.97
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	80	\$38.00	\$30.15	\$2,411.97
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.00	\$30.15	\$2,411.97
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.00	\$30.15	\$2,411.97
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	80	\$38.00	\$30.15	\$2,411.97
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$38.00	\$30.15	\$2,411.97







**Bundle: Dynamic Bundle    Quantity: 1    Start: 2/15/2022    End: 2/14/2032    Total: 43887.58 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73478	REDACTION ASSISTANT USER LICENSE	88	\$9.00	\$4.09	\$43,200.08
Other	85144	AXON STARTER	1	\$2,750.00	\$687.50	\$687.50

**Bundle: 2021 Core 10 Year    Quantity: 48    Start: 2/15/2022    End: 2/14/2032    Total: 804556.86 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	48	\$39.00	\$27.39	\$157,748.33
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	48	\$24.00	\$16.85	\$97,075.89
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	144	\$0.40	\$0.28	\$4,853.79
Respond License	73449	RESPOND DEVICE LICENSE	48	\$5.00	\$3.51	\$20,224.14
Auto Tagging	73682	AUTO TAGGING LICENSE	48	\$9.00	\$6.32	\$36,403.46
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	48	\$249.00	\$174.85	\$8,393.02
Fleet Signal Unit	70112	AXON SIGNAL UNIT	48	\$279.00	\$195.92	\$9,404.23
Installation	80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	48	\$250.00	\$175.56	\$8,426.73
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	48	\$11.67	\$8.19	\$47,203.15
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	49	\$755.00	\$530.18	\$25,978.90
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	49	\$790.00	\$554.76	\$27,183.22
Camera Refresh 3 with Spares	73345	AXON CAMERA REFRESH THREE	49	\$825.00	\$579.34	\$28,387.54
Camera Refresh 4 with Spares	73346	AXON CAMERA REFRESH FOUR	49	\$860.00	\$603.92	\$29,591.86
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	6	\$21.00	\$14.75	\$10,617.68
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	6	\$1,610.00	\$1,130.59	\$6,783.52
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	6	\$1,685.00	\$1,183.25	\$7,099.52
Multi-bay Dock Refresh 3	73347	MULTI-BAY BWC DOCK 3RD REFRESH	6	\$1,760.00	\$1,235.92	\$7,415.52
Multi-bay Dock Refresh 4	73348	MULTI-BAY BWC DOCK 4TH REFRESH	6	\$1,840.00	\$1,292.10	\$7,752.59
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	96	\$1.00	\$0.70	\$67.41
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	\$8.19	\$983.40
Holsters	20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	48	\$67.50	\$47.40	\$2,275.22
Half Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$750.00	\$526.67	\$526.67
Hardware Placeholder	20281	TASER 7 CQ DOCK YEAR 6-10 ACCESS	48	\$3,092.95	\$2,171.95	\$104,253.78
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	\$1,053.34	\$1,053.34
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	58	\$86.00	\$60.39	\$3,502.71
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	192	\$38.00	\$26.68	\$5,123.45
Handle & Warranty Bundle	20213	TASER 7 CQ HANDLE CLASS 3R	48	\$1,450.00	\$1,018.23	\$48,875.02

Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	48	\$5.00	\$3.51	\$20,224.14
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	\$30.83	\$30.83
Live Training Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	\$38.00	\$26.68	\$2,561.72
Live Training Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	\$38.00	\$26.68	\$2,561.72
Live Training Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	\$38.00	\$26.68	\$2,561.72
Live Training Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	\$38.00	\$26.68	\$2,561.72
Live Training Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	\$38.00	\$26.68	\$2,561.72
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$150.00	\$105.33	\$105.33
Taser 7 Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$75.00	\$52.67	\$52.67
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	\$7.34	\$7.34
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	\$49.00	\$34.41	\$344.09
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	96	\$38.00	\$26.68	\$2,561.72
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	96	\$38.00	\$26.68	\$2,561.72
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	48	\$1.16	\$0.81	\$4,261.90
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	48	\$699.00	\$490.86	\$23,561.13
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	53	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	53	\$0.00	\$0.00	\$0.00
Dock	74210	AXON BODY 3 - 8 BAY DOCK	6	\$1,495.00	\$1,049.83	\$6,298.98
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	6	\$0.00	\$0.00	\$0.00
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.25	\$4.39	\$478.39
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	58	\$0.42	\$0.29	\$1,864.58
Other	80394	EXT WARRANTY, TASER 7 CQ HANDLE	48	\$6.04	\$4.24	\$22,191.28

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.

34 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

Execution of this quote will terminate contracts associated with Q-319533 (executed contract #00049080) with Axon and will start a new 60 month contract. The parties agree that Axon is charging a debit of \$22,400 (applied to Year 1 - Trade-In Debit) to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 1/15/2022-2/1/2022, resulting in a 2/15/2022 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.



Signature

Date Signed

11/17/2021



## Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.





- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 19 General.

- 19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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: \_\_\_\_\_





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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

**"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.  
  
Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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**Axon Customer Experience Improvement Program Appendix**

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

**1.1 ACEIP Tier 1.**

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

**1.1.2. Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

**1.2 ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.





Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

- 3 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as

soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
  
- 8 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
  
- 9 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.





TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



## Master Services and Purchasing Agreement

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- 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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**Axon Auto-Tagging Appendix**

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5 Promptly install and implement any software updates provided by Axon;
  - 4.6 Ensure that all appropriate data backups are performed;
  - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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**Axon Fleet Appendix**

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
  - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
  - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

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## Master Services and Purchasing Agreement

remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.





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**Add-on Services Appendix**

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

5/10/2021

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s Product Packages**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only available for purchase from Axon Enterprise. Axon is also the sole distributor of all Axon product packages in the United States of America.

### **Axon Product Packages**

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
5. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
6. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
7. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
8. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
9. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
10. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
11. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
12. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, Axon Fleet Signal, and auto tagging.
13. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, Axon Fleet Signal, and auto tagging.



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
<p><b>Axon Enterprise, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>	<p><b>Axon Enterprise, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

**Josh Isner**  
**Chief Revenue Officer**  
**Axon Enterprise, Inc.**

The "Axon + Delta Logo," Axon, Axon Aware, Axon Citizen, Axon Core, X2, X26, TASER, and TASER 7, are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2021 Axon Enterprise, Inc.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve the composition of the AdHoc Search Committee; and

WHEREAS, this Committee will be recruiting qualified candidates for the position of County Administrator; and

WHEREAS, the membership of that Committee will be the County Board Chairman and four County Board members as appointed by the Chairman.

THEREFORE BE IT RESOLVED that the County Board approve this structure of the AdHoc Search Committee.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office of this action.

PASSED THIS 20th DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve the appointment of an Interim County Administrator; and

WHEREAS, the County Board authorizes the County Board Chairman to execute an agreement with the terms for this interim position with the guidance of the State's Attorney's office.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office of this action.

PASSED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the County's Ad-Hoc Search Committee recommends to the County's Executive Committee to approve a contract with GovHR USA to serve as the Executive Search Firm to conduct the recruitment for the position of Tazewell County Administrator; and

WHEREAS, the Executive Committee accepts this selection and recommends to the County Board to approve the contract with GovHR USA; and

WHEARASE, the cost of this contract is \$22,500.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 20<sup>th</sup> DAY OF DECEMER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, a request from Buildings and Grounds was received to proceed with a Roof Top Unit (RTU) replacement at the Justice Center; and

WHEREAS, this project was planned for FY22 and the bids were higher than anticipated due to the supply chain issues at this time; and

WHEREAS, the estimated total cost for this project is \$219,972 with a cost reduction if the bid is approved within 30 days of bid due date; and

WHEREAS, the County’s Executive Committee recommends to the County Board to approve the emergency declaration under 1 TCC 4-13; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Facilities Director and the Auditor of this action.

PASSED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**Tazewell County Board**



David Zimmerman, Chairman of the Board  
Wendy K. Ferrill, County Administrator

December 01, 2021

John C. Ackerman  
Tazewell County Clerk  
Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code to proceed with Roof Top Unit replacement at the Justice Center.

Per the requirement § 33.13 the Board will consider a resolution approving this action at the January 26, 2022 meeting.

Please contact me if you have any questions.

Sincerely,

David Zimmerman  
County Board Chairman

copy to: County Board Members  
Brett Grimm, Auditor  
Mike Schone, Facilities Director  
Wendy Ferrill, County Administrator



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, a request from the Tazewell County Highway Department was received to proceed with providing a temporary on-site storage unit for bulk road salt; and

WHEREAS, the salt dome was destroyed during a storm on December 10, 2021; and

WHEREAS, the County Engineer has requested that services, materials, equipment or supplies in excess of \$30,000 other than professional services by a contract let without advertising for bids and to execute such contracts and agreements as are necessary for this project; and

WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration under 1 TCC 4-13; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Engineer and the Auditor of this action.

PASSED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

Tazewell County Board



David Zimmerman, Chairman of the Board  
Wendy K. Ferrill, County Administrator

December 14, 2021

John C. Ackerman  
Tazewell County Clerk  
Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code for the Tazewell County Highway Department to proceed with a temporary on-site storage unit for the bulk road salt as a result of the destruction of the salt dome in the December 10<sup>th</sup> storm.

Per the requirement § 33.13 the Board will consider a resolution approving this action at the December 20, 2021 meeting.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "D. Zimmerman", is written over a horizontal line. The signature is fluid and cursive.

David Zimmerman  
County Board Chairman

copy to: County Board Members  
Brett Grimm, Auditor  
Craig Fink, County Engineer  
Wendy Ferrill, County Administrator

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the County’s Executive Committee recommends to the County Board to appoint Angela A. Hutton, Tazewell County Human Resource Director, as Authorized Agent for Illinois Municipal Retirement Fund from Tazewell County (I.D. 37-6002170); and

WHEREAS, this action will place Tazewell County in compliance with Sec. 7-135 of the Illinois Pension Code; and

WHEREAS, said Authorized Agent will be entitled to file Petition for Nominations of an Executive Trustee of IMRF and to cast a ballot for election of an Executive Trustee of IMRF; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorize execution of attached IMRF Form 2.20 (Rev. 10/14) "Notice of Appointment of Authorized Agent.

BE IT FURTHER RESOLVED that the County Clerk notify IMRF, Suite 500, 2211 York Road, OakBrook, IL 60523-2337 and the Tazewell County Board Chairman of this action.

PASSED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



# NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

## INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME Tazewell County		EMPLOYER IMRF I.D. NUMBER 03067	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME Hutton	FIRST NAME Angela	MIDDLE INITIAL JR., SR., II, ETC. A.
TYPE OF GOVERNING BODY County			
DATE APPOINTMENT MADE (MM/DD/YYYY) 12/20/2021	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY) 01/01/2022	POSITION TITLE Human Resources Director	
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):			
To file Petition for Nominations of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
To cast a Ballot for Election of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>X</b> _____		12/20/2021	
SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		DATE (MM/DD/YYYY)	
<b>CERTIFICATION</b>			
I, <u>John Ackerman</u> , do hereby certify that I am <u>Clerk</u>			
NAME of the <u>Tazewell County Board</u>		CLERK OR SECRETARY	
NAME OF EMPLOYER			
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL		SIGNATURE OF CLERK OR SECRETARY	
<b>BUSINESS ADDRESS</b>			
All correspondence and communications with the Authorized Agent are to be addressed as follows:			
NAME (IF DIFFERENT FROM ABOVE) <u>Mrs.</u> <input checked="" type="checkbox"/> rs. <input type="checkbox"/> Ms.			
BUSINESS ADDRESS 11 S. 4th Street, Suite 114			
CITY STATE AND ZIP + 4 Pekin, IL 61554			
DAYTIME TELEPHONE NO. (with Area Code) (309) 478-5917		ALTERNATE TELEPHONE NUMBER (with Area Code) (309) 478-5813	
FAX NO. (with Area Code) (309) 478-5614		EMAIL ADDRESS ahutton@tazewell.com	

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve the appointment of Nicole Jones as the Supervisor of Assessments; and

WHEREAS, this appointment is approved by the County Board Chairman pursuant to the statutes and with County Board approval; and

WHEREAS, the County Board desires to appoint Ms. Jones for a four (4) year term commencing January 01, 2022 and expiring December 31, 2026.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office of this action.

PASSED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the Office of the State’s Attorneys Appellate Prosecutor was created to provide services to State’s Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State’s Attorneys Appellate Prosecutor are defined and enumerated in the “State’s Attorneys Appellate Prosecutor’s Act”, 725 ILCS 210/1 et.seq. as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State’s Attorneys Appellate Prosecutor, one-third from the State’s Attorneys Appellate Prosecutor’s County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State’s Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State’s Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW THEREFORE BE IT RESOLVED that the Tazewell County Board, in regular session, this 26th day of January, 2022 does hereby support the continued operation of the Office of the State’s Attorneys Appellate Prosecutor, and designates the Office of the State’s Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State’s Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State’s Attorneys on behalf of the State’s Attorney of this county in the appeal of all cases, when requested to so by the State’s Attorney, and with the advice and consent of the State’s Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State’s Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State’s Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State’s Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State’s Attorneys and Assistant State’s Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State’s Attorneys Appellate Prosecutor may also assist the State’s Attorney of this County in the discharge of the State’s Attorney’s duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Tazewell County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2021 and ending November 30, 2022, by hereby appropriating the sum of \$36,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Administrator, the State's Attorney, the Auditor and the Finance Department of this action.

PASSED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman



# STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO  
DIRECTOR

BEN GOETTEN  
CHAIRMAN

DAVID J. ROBINSON  
CHIEF DEPUTY DIRECTOR

November 12, 2021

DEPUTY DIRECTORS

EDWARD R. PSENICKA  
SECOND DISTRICT

Honorable Stewart J. Umholtz  
Tazewell County State's Attorney  
Tazewell County Courthouse  
342 Court Street, Suite 6  
Pekin, Illinois 61554

THOMAS D. ARADO  
THIRD DISTRICT

DAVID J. ROBINSON  
FOURTH DISTRICT

Dear State's Attorney Umholtz:

PATRICK D. DALY  
FIFTH DISTRICT

BOARD OF GOVERNORS

FIRST DISTRICT:

KIMBERLY M. FOXX  
STATE'S ATTORNEY  
COOK COUNTY

At its regularly scheduled October Board Meeting, the Board of Governors of the State's Attorneys Appellate Prosecutor reviewed in detail the county contributions needed for the upcoming period of December 1, 2021, to November 30, 2022.

SECOND DISTRICT:

ROBERT BERLIN  
STATE'S ATTORNEY  
DuPAGE COUNTY

Due to severe Agency procurement/supply chain constraints related to COVID, the Board voted unanimously to provide a one-year decrease of \$1,000.00 for county contributions. **Please note that the contribution amount will revert back for the 2022-23 period, unless otherwise notified.**

ERIC WEIS  
STATE'S ATTORNEY  
KENDALL COUNTY

This Agency will continue in its goal to provide the highest quality legal services in the most professional and effective manner. This includes the complete handling of appeals, serving as special prosecutor when needed, providing tax objection services, and offering comprehensive continuing legal education programs to assist all prosecutors in meeting their mandatory requirements.

THIRD DISTRICT:

COLBY HATHAWAY  
STATE'S ATTORNEY  
HENDERSON COUNTY

**We are sending you the new invoice statement and a resolution. The resolution serves as the official contract between your county and our Agency. Because of audit requirements, we must have a signed copy of the resolution without any changes being made. Unless you send the signed resolution, we are unable to provide any legal services to your county. When the resolution is approved, kindly return a fully executed copy to our Chief Fiscal Officer, Gloria Mundy.**

STEWART J. UMHOLTZ  
STATE'S ATTORNEY  
TAZEVELL COUNTY

FOURTH DISTRICT:

BEN GOETTEN  
STATE'S ATTORNEY  
JERSEY COUNTY

As always, thank you for your active participation and support.

GRAY H. NOLL  
STATE'S ATTORNEY  
MORGAN COUNTY


Please let me know if you have any questions or need any additional information.

FIFTH DISTRICT:

DENTON AUD  
STATE'S ATTORNEY  
WHITE COUNTY

Very truly yours,

MICHAEL M. HAVERA  
STATE'S ATTORNEY  
CHRISTIAN COUNTY

  
Patrick J. Delfino  
Director

BRANDON J. ZANOTTI  
STATE'S ATTORNEY  
WILLIAMSON COUNTY







INVOICE  
NO. 13238

TO:

DATE:

Tazewell County - Wendy Ferrill  
Jim Cummings, Greater Peoria Ec. Dev. Council  
401 NE Jefferson Ave.  
Peoria, IL 61603

December 7, 2021

Project Title and Location  
Tazewell County Accessibility  
Upgrades at Various Buildings  
Grant #18-248591

Lump Sum Fee \$33,000.00  
(\$23,100 Construction Documents)  
(\$9,900 Construction Administration)

BASIC SERVICES FEE BREAKDOWN

Construction Documents \$23,100.00  
Construction Administration 9,900.00  
\$33,000.00

WORK COMPLETED TO DATE

Construction Documents - 90% Complete \$20,790.00  
Less Previous Invoice 18,480.00

Balance Due

\$2,310.00

**TAZEWELL COUNTY ACCESSIBILITY UPGRADES  
AT VARIOUS BUILDINGS GRANT #18-248591**

**SCOPE OF SERVICES TO DATE**

Invoice #13194 - June 2, 2021 - \$2,103.69 (Services \$2,079.00; Photocopies \$1.68; Mileage \$23.01)

Completion of contract and setting up the project in our computer system. Field measure of three (3) buildings in Pekin, one (1) in Creve Coeur, and one (1) in Marquette Heights. Begin the process of transferring the field measurements onto the computer CAD system.

Invoice #13200 - July 7, 2021 - \$4,927.48 (Services \$4,851.00; Mileage \$76.48)

We have completed the base sheets for all building site locations and have begun the process of design for the new layouts at all site locations.

Invoice #13207 - August 10, 2021 - \$6,930.00

Architect continues on with construction documents. The specification manual has been started and the mechanical, electrical, and plumbing engineers have begun their design work.

Invoice #13216 - September 9, 2021 - \$2,357.15 (Services \$2,310.00; Mileage \$47.15)

Construction documents continue to be developed. A review meeting has been held with Jim Cummings to verify status of drawings. Engineers are still continuing on with their design drawings. Specification manual has started to be assembled.

Invoice #13227 - October 6, 2021 - \$1,155.00

Construction documents continue to be advanced to completion along with the specifications.

Invoice #13232 - November 4, 2021 - \$1,155.00

Engineer's drawings have been reviewed. They are at 95% completion along with their specifications. Architect's drawings are at 95% completion and the specification manual is currently being assembled.

Invoice #13238 - December 7, 2021 - \$2,310.00

Construction Documents are at 95% complete and the specification manual is being worked on to coordinate it with the drawings. Engineer's drawings and specifications are 95% complete.

Page 2  
Scope of Services to Date

		PD
Basic Services Fee	\$33,000.00	
Invoice #13194	<u>2,079.00</u>	8/4/21
	\$30,921.00	
Invoice #13200	<u>4,851.00</u>	8/23/21
	\$26,070.00	
Invoice #13207	<u>6,930.00</u>	9/23/21
	\$19,140.00	
Invoice #13216	<u>2,310.00</u>	10/20/21
	\$16,830.00	
Invoice #13227	<u>1,155.00</u>	11/15/21
	\$15,675.00	
Invoice #13232	<u>1,155.00</u>	12/2/21
	\$14,520.00	
Invoice #13238	<u>2,310.00</u>	
	\$12,210.00	

Kenyon and Associates Architects, Inc.  
206 N.E. Madison Avenue  
Peoria, IL 61602-1216  
309 674-7121  
kenyon@kenyonarchitects.com





**In-Place Finance Committee**  
Nick Graff – Chairman  
James Carius Community Room  
Monday, December 20, 2021

I. Roll Call

II. New Business

F-21-39

A. Recommend to approve transfer from County Clerk funds to contingency

III. Recess

Members: Chairman Nick Graff, Mindy Darcy, Bill Atkins, Michael Harris, Carroll Imig, Greg Menold, David Mingus, Nancy Proehl, Tammy Rich-Stimson, Frank Sciortino, Greg Sinn



## **In-Place Executive Committee**

David Zimmerman - Chairman  
James Carius Community Room  
Wednesday, November 17, 2021

### **I. Roll Call**

### **II. New Business**

- E-21-176      A.      Recommend to approve precinct redistricting
- E-21-185      B.      Recommend to approve Axon Enterprises, Inc. project
- E-21-177      C.      Recommend to approve composition of AdHoc Search Committee
- E-21-178      D.      Recommend to approve Interim County Administrator
- E-21-179      E.      Recommend to approve contract for Executive Search Firm
- E-21-180      F.      Recommend to approve Emergency Declaration for roof top unit for the Justice Center
- E-21-181      G.      Recommend to approve Emergency Declaration for on-site storage of bulk road salt for the Highway Department
- E-21-182      H.      Recommend to approve IMRF Authorized Agent
- E-21-183      I.      Recommend to approve appointment of Supervisor of Assessments
- E-21-184      J.      Recommend to approve the Annual Appellate Prosecutor resolution
- E-21-186      K.      Recommend to approve sixth invoice for CDBG-RLF Closeout Grant 18-248591

### **III. Recess**

Members:    Chairman David Zimmerman, Vice Chairman Michael Harris,  
Bill Atkins, Monica Connett, Mindy Darcy, Nick Graff, Carroll Imig, Kim Joesting,  
Greg Longfellow, Greg Menold, Nancy Proehl, Greg Sinn