Agenda Item No: 13.B



### STAFF REPORT

Report To: Board of Supervisors Meeting Date: May 7, 2020

**Staff Contact:** Carol Akers and Sheriff Ken Furlong

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 2 to the

contract previously entered into as a joinder contract through the State of Nevada RFP / Contract #3273, for the purchase of four additional Body Worn Camera Systems and four licenses through Axon Enterprise, Inc., for an additional amount of \$12,395.72 over the four years remaining of the original five-year contract to be funded from the 911 Surcharge Fund. (Carol Akers CAkers@carson.org and Sheriff Ken Furlong; kfurlong@carson.org)

Staff Summary: This Amendment is for the purchase of four additional cameras with specific licenses to equip officers in four new Patrol Division positions created since the contract was first entered into - one new School Resource Officer (SRO) Sergeant, one new SRO Deputy and two Deputies moved from the Jail Division to the traffic unit.

Agenda Action: Formal Action / Motion Time Requested: Consent

#### **Proposed Motion**

I move to approve the contract amendment as presented.

#### **Board's Strategic Goal**

Efficient Government

#### **Previous Action**

On February 7, 2019 the Board approved Amendment No. 1 for the purchase of eight additional Body Worn Camera Systems and two licenses through Axon Enterprise, Inc., for an additional amount of \$25,767.68 over a five-year period to be funded from the 911 Surcharge Fund.

On March 15, 2018 the Board approved the purchase of Body Worn Camera System utilizing joinder contract with Axon Enterprise, Inc. (formally TASER International) through the State of Nevada RFP/Contract #3273 for an amount not to exceed \$387,913.34 over a five-year period to be funded from the 911 Surcharge Fund.

#### Background/Issues & Analysis

The 2017 Legislative Session saw the passage of Senate Bll 176 mandating the use of audio/video devices by all law enforcement agencies statewide. To fund implementation by July 2018, in accordance with NRS 244A.7643, local governments are permitted to apply the costs of audio/video devices to funds generated by the 911 surcharge fee.

#### Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195 and 244A.7643

#### **Financial Information**

Is there a fiscal impact? Yes

**If yes, account name/number:** 911 Surcharge Small Furnishings/ 2872040 500675 and 911 Surcharge Maintenance Service Contracts / 2872040 500432

#### Is it currently budgeted? Yes

**Explanation of Fiscal Impact:** Year 2- Small Furnishings/ 2872040 500675 \$837.92; available budget is \$34,820.00. Year 2- Maintenance Service Contracts / 2872040 500432 \$194.88; Years 3 through 5 will be \$3,787.64 each year; available budget is \$64,447.00.

#### **Alternatives**

Do not approve amendment request and provide alternative direction to staff.

#### Attachments:

Amendment 2-Bodycam Costs.pdf

Carson City Sheriff's Office - Body Cams Amendment 2.pdf

Board Action Taken:		
Motion:	1)	Aye/Nay
	2)	
(Vote Recorded By)		

## AXON Bodycams

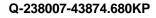
	Pre-Implementation	\	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Axon	\$ -	\$	91,492.14	\$ 74,105.30	\$ 74,105.30	\$ 74,105.30	\$ 74,105.30	\$ 387,913.34
Axon-Amendment 1		\$	2,639.52	\$ 5,782.04	\$ 5,782.04	\$ 5,782.04	\$ 5,782.04	\$ 25,767.68
Axon-Amendment 2				\$ 1,032.80	\$ 3,787.64	\$ 3,787.64	\$ 3,787.64	\$ 12,395.72
Total	\$ -	\$	94,131.66	\$ 80,920.14	\$ 83,674.98	\$ 83,674.98	\$ 83,674.98	\$ 426,076.74

**Updated Contract Amount** 

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Original Contract	\$
Amendment 1	
Amendment 2	\$

	Maint		Small Furnishing		
t	\$	370,526.50	\$	17,386.84	\$ 387,913.34
1	\$	24,091.84	\$	1,675.84	\$ 25,767.68
2	\$	11,557.80	\$	837.92	\$ 12,395.72
	\$	406,176.14	\$	19,900.60	\$ 426,076.74
	287-25	40-422.04-32	287	-2540-422.06-75	



Issued: 02/13/2020



Quote Expiration: 02/28/2020

#### Account Number: 107088

Payment Terms: Net 30 Delivery Method: Fedex - Ground Contract Number: 00016167

#### SALES REPRESENTATIVE

Kyle Panasewicz Phone: (480) 905-2071 Email: kylep@axon.com Fax: (480) 658-0673

#### PRIMARY CONTACT

Christine Tuttle Phone: (775) 887-2020 Email: ctuttle@carson.org



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

## **SHIP TO Christine Tuttle** 911 E Musser St

Carson City Sheriff's Office - NV Carson City, NV 89701 US

#### **BILL TO**

Carson City Sheriff's Office - NV 911 E Musser St Carson City, NV 89701 US

#### Year 1

Item	Description	Term (Months)	Quantity	List Uni Price	Net Unit Price	Total (USD)
<b>Axon Plans</b>	& Packages					
85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT		4	79.00	48.42	193.68
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT		4	15.00	0.30	1.20
Hardware					<u>'</u>	
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		4	499.00	209.48	837.92
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK		6	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		4	0.00	0.00	0.00
					Subtotal	1,032.80
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	1,032.80

#### Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages					
85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT		4	948.00	825.71	3,302.84

## Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans</b>	& Packages (Continued)					
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT		4	180.00	121.20	484.80
					Subtotal	3,787.64
					Estimated Tax	0.00
					Total	3,787.64

### Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT		4	948.00	825.71	3,302.84
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT		4	180.00	121.20	484.80
					Subtotal	3,787.64
					Estimated Tax	0.00
					Total	3.787.64

### Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans</b>	s & Packages					
85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT		4	948.00	825.71	3,302.84
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT		4	180.00	121.20	484.80
					Subtotal	3,787.64
					Estimated Tax	0.00
					Total	3,787.64

Grand Total 12,395.72



# Discounts (USD)

Quote Expiration: 02/28/2020

List Amount	15,908.00
Discounts	3,512.28
Total	12,395.72

<sup>\*</sup>Total excludes applicable taxes

# **Summary of Payments**

Payment	Amount (USD)
Year 1	1,032.80
Year 2	3,787.64
Year 3	3,787.64
Year 4	3,787.64
Grand Total	12,395.72

#### **Notes**

This quote is co-termed with quote Q-150406 (executed contract #00016167). Year one has been pro-rated to 1 month to align with agency annual billing dates. This has been done according to an anticipated ship date range of 2/15/2019-2/29/2019 as the end date of these subscriptions is subject to change if the ship/start date changes.

Axon BWC hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 1 replacement at the same time as the equipment originally deployed on this existing contract as determined by quote Q-150406. This will take place at the end of the contract on 4/14/2023.

Nevada Highway Patrol Contract No. 3273 used for purchasing justification.

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

#### **Axon's Sales Terms and Conditions**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <a href="www.axon.com/legal/sales-terms-and-conditions">www.axon.com/legal/sales-terms-and-conditions</a>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

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

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***Axon Internal Use Only***				
		SFDC Contract #:		
		Order Type: RMA#: Address Used:		
Review 1	Review 2	SO#:		
Comments:				