



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 17, 2020

Staff Contact: Carol Akers Purchasing & Contracts Administrator and Sheriff Ken Furlong

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 3 to the contract previously entered into as a joinder contract through the State of Nevada RFP / Contract #3273, for the purchase of one additional Body Worn Camera System and one license through Axon Enterprise, Inc., for an additional amount of \$2,187.87 over the three years remaining on 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 one additional camera with a specific license to equip a new employee, the Drug Abuse Resistance Education (DARE) Program Officer, that was reclassified from the Carson City Employee Association ("CCEA") into the Carson City Deputy Sheriff Association ("CCDSA") since the contract was established.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

On May 7, 2020, the Board approved Amendment No. 2 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 remaining four years of the contract to be funded from the 911 Surcharge Fund.

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 Systems utilizing a 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 four-year period to be funded from the 911 Surcharge Fund.

Background/Issues & Analysis

The Nevada Legislature passed Senate Bill 176 during the 79th (2017) Session, which mandated the use of body cam devices by all law enforcement agencies statewide. To fund implementation by the required date of

July 2018, local governments have been authorized to pay for the equipment from funds generated by the 911 telephone surcharge fee.

On September 17, 2020, the Board approved a request to reclassify the Prevention Program Coordinator position and move the position from its existing inclusion in CCEA to CCDSA. As a result, the employee (DARE Program Officer) in this position is now required to wear a body cam device.

The quote provided by Axon is still valid. Fiscal Years ("FY") 2022 and 2023 include full-year costs for the unlimited Evidence.com package.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244A.7643 and 332.195

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: If approved, account 2872040-500675 will be decreased by \$209.48: the available budget is \$15,000. Account 2872040-500432 will be decreased by \$84.57; the available budget is \$148,047.84. Payments for FYs 2022 and 2023 will decrease account 2872040-500432 by \$946.91 each year, and will be appropriated in the budget annually.

Alternatives

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

Attachments:

[Amendment 3-Bodycam Costs.pdf](#)

[Axon Quote 10-27-2020.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

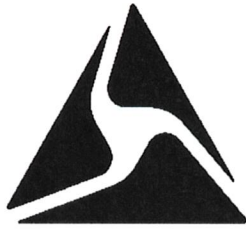
(Vote Recorded By)

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
Axon-Amendment 3				\$ 294.05	\$ 946.91	\$ 946.91	\$ 2,187.87
Total	\$ -	\$ 94,131.66	\$ 80,920.14	\$ 83,969.03	\$ 84,621.89	\$ 84,621.89	\$ 428,264.61
							Updated Contract Amount

Funding

	Maint	Small Furnishing	
Original Contract	\$ 370,526.50	\$ 17,386.84	\$ 387,913.34
Amendment 1	\$ 24,091.84	\$ 1,675.84	\$ 25,767.68
Amendment 2	\$ 11,557.80	\$ 837.92	\$ 12,395.72
Amendment 3	\$ 1,978.39	\$ 209.48	\$ 2,187.87
	\$ 408,154.53	\$ 20,110.08	\$ 428,264.61
	2872040-500432	2872040-500675	



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

Q-274190-44132.624KP

Issued: 10/27/2020

Quote Expiration: 11/15/2020

Account Number: 107088

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

SHIP TO

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

BILL TO

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

SALES REPRESENTATIVE

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

PRIMARY CONTACT

Christine Tuttle
 Phone: (775) 283-7808
 Email: ctuttle@carson.org

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	29	1	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	29	1	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	29	4	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	29	1	0.00	0.00	0.00
Hardware						
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		1	522.00	209.48	209.48
87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	29	1	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK		1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		1	0.00	0.00	0.00
Other						
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	1	1	35.85	35.85	35.85
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	5	1	445.00	48.42	48.42

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73835	AUTO TAGGING LICENSE PAYMENT	5	1	75.00	0.30	0.30
					Subtotal	294.05
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	294.05

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	1	180.00	121.20	121.20
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	1	1,068.00	825.71	825.71
					Subtotal	946.91
					Estimated Tax	0.00
					Total	946.91

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	1	180.00	121.20	121.20
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	1	1,068.00	825.71	825.71
73310	AXON CAMERA REFRESH TWO		1	0.00	0.00	0.00
					Subtotal	946.91
					Estimated Tax	0.00
					Total	946.91

Grand Total	2,187.87
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Discounts (USD)

Quote Expiration: 11/15/2020

List Amount	3,573.85
Discounts	1,385.98
Total	2,187.87

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	294.05
Year 2	946.91
Year 3	946.91
Grand Total	2,187.87

Notes

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

This quote is co-termed with quote Q-150406 (executed contract #00016167). Year one has been pro-rated to 4.5 month to align with agency annual billing dates. This has been done according to an anticipated ship date range of 11/1/2020-11/15/2020 as the end date of these subscriptions is subject to change if the ship/start date changes.

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

Axon's Sales Terms and Conditions

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

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

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

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