

STAFF REPORT

Report To:Board of SupervisorsMeeting Date:July 15, 2021

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

Agenda Title: For Possible Action: Discussion and possible action regarding a 5-year agreement between Carson City and Axon Enterprise, Inc. ("Axon"), through a participating addendum for the State of Nevada, No. 99SWC-NV20-3690, to a NASPO ValuePoint joinder contract between Axon and the State of Oklahoma, No: OK-MA-145-015, for Body Worn Camera Systems and Fleet In-Car Camera Systems for an amount not to exceed \$1,390,931.94, to be funded by the 911 Surcharge Fund. (Carol Akers, cakers@carson.org and Sheriff Ken Furlong, kfurlong@carson.org)

Staff Summary: Carson City and Axon previously entered into an agreement through the same joinder contract for Body Worn Camera Systems. This new agreement would replace the old agreement and includes the equipment, hardware and installation for the deployment of the new Fleet In-Car camera recording platform in addition to continuing to provide a refresh to the current body-worn camera equipment that was the subject of the original agreement. Axon will refund the City approximately \$72,879.98 for the remaining duration of the existing agreement, and that amount will be applied to Year #1 licenses under the new agreement. The total not to exceed amount includes \$1,340,931.94 for the quote and a contingency amount of \$50,000, for any unforeseen hardware or software needs.

Agenda Action: Formal Action / Motion

Time Requested: 10 Minutes

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Safety

Previous Action

The Nevada Legislature passed Senate Bill 176 in 2017, effective July 1, 2018, which amended NRS 289.830. The amendment to the law required "uniformed peace officers" who routinely interact with the public to wear a "portable event recording device" while on duty. Senate Bill 176 also amended NRS 244A.7645 to expand the permissible use of the 911 telephone line surcharge fund to include the purchase and maintenance of body worn and fleet cameras.

Background/Issues & Analysis

As a result of legislative mandate (NRS 289.830), in 2018, the Carson City Sheriff's Office implemented a portable event recording device program ("body worn cameras"). Initially, the body worn cameras were provided to a limited number of personnel. Almost immediately the benefits of the program were realized to include increased transparency, quicker resolution to citizen complaints, use of video for training opportunities, reduction in claims, and beneficial evidence for the prosecution of crime.

In following industry trends, as well as recommended practices, the office is seeking to expand this successful program. This request includes expanding the current body worn camera program as well as outfitting every vehicle used for enforcement or prisoner transport with vehicular event recording devices ("car cameras"). This program also includes user licenses for a small number of personnel responsible for the maintaining, updating, and operating of the associated hardware and software.

This program includes the acquisition, maintenance, storage of data, upgrade and replacement of equipment and software necessary for the operation of body and car cameras.

The Axon Fleet in-car camera system utilizes the same video storage platform as the body worn cameras, resulting in a cost savings and efficient operation.

Contract being utilized:

(Joinder) NASPO ValuePoint with AXON (Formerly Taser International, Inc.) Master Agreement No. OK-MA-145-015, expires January 31, 2022 https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2017-2022/axon-formerly-taser-international-inc/

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244A.7643 (Surcharge), 289.830 (Recording device) and 332.195 (Joinder contract)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: FY 2022 – 911 Surcharge Fund-Small Furnishings Account / 2872040 500675 and 911 Surcharge Fund-Maintenance Service Contracts Account / 2872040 500432

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Funding has been approved by the 911 Surcharge Committee and will be transferred in the accounts for FY 2022. If approved, account 2872040-500432 911 Surcharge Maintenance Service Contracts will be decreased by \$167,144.42 for FY 2022 and then \$239,977.13 annually for the remaining four years; the available budget in FY 2022 is \$170,000.

Account 2872040-500675 911 Surcharge Small Furnishings account will be decreased by \$104,487, for year one and then \$27,348 annually for the remaining four years; the available budget is zero, but amounts will be transferred from Undesignated in FY 2022. The available undesignated budget for FY 2021 is \$753,030 and will be rolled-forward to FY 2022, and FY 2022 undesignated budget is \$224,912, for a total undesignated budget of \$977,942 in FY 2022. If approved payments will be appropriated in the budget annually.

<u>Alternatives</u>

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

Attachments:

SO-911 Surcharge Committee Letter.pdf

AXON FY22 Updated Budget.pdf

AXON Quote-284396-44329-869KP.pdf

1575492657_Public Safety Video Systems-Axon-NV-2016-2021-PA-Executed.pdf

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

911E. MusserSt. Carson City,NV 89701



Ken Furlong Sheriff

775-887-2500 Fax: 775-887-2026

April 2, 2020

To: 9-1-1 Surcharge Committee

Re: Purchase of Event Recording Devices

Members of the Committee,

As a result of legislative mandate (NRS 289.830), in 2018, the Carson City Sheriff's Office implemented a portable event recording device program ("body worn cameras"). Initially, the body worn cameras were provided to a limited number of personnel. Almost immediately the benefits of the program were realized to include increased transparency, quicker resolution to citizen complaints, use of video for training opportunities, reduction in claims, and beneficial evidence for the prosecution of crime.

In following legislative and industry trends, as well as recommended practices, the office is seeking funds through the Surcharge to expand this successful program. This request includes expanding the current body worn camera program as well as outfitting every vehicle used for enforcement or prisoner transport with vehicular event recording devices ("car cameras"). This program also includes user licenses for a small number of personnel responsible for the maintaining, updating, and operating of the associated hardware and software.

Pursuant to NRS 244A.7645, the Sheriff's Office will use the requested funds for the acquisition, maintenance, storage of data, upgrade and replacement of equipment and software necessary for the operation of body and car cameras. The current and expected vendor for this product and service is Axon Enterprises, Inc. Requested funds:

Year One:\$266,456.42Year Two:\$265.645.13Year Three:\$265.645.13

Year Four: \$265.645.13 Year Five: \$265.645.13

Please refer to the attached quote for additional details of this five-year agreement.

Sincerely,

Jerome Tushbant Undersheriff, Carson City Sheriff's Office

	UPDATED CONTRACT 7/1/2021									
		Year 1	Year 2	Year 3	Year 4	Year 5				
		2022	2023	2024	2025	2026				
Body		\$ 156,839.42	\$ 159,229.13	\$ 159,229.13	\$ 159,229.13	\$ 159,229.13	\$ 793,755.94			
Fleet		\$ 114,792.00	\$ 108,096.00	\$ 108,096.00	\$ 108,096.00	\$ 108,096.00	\$ 547,176.00			
		\$ 271,631.42	\$ 267,325.13	\$ 267,325.13	\$ 267,325.13	\$ 267,325.13	\$ 1,340,931.94			
						Funding				
					Maint	Small Furnishing				
					\$ 1,127,052.94	\$ 213,879.00	\$ 1,340,931.94			
					2872040-500432	2872040-500675				

Q-284396-44329.867KP

Issued: 05/13/2021

Quote Expiration: 05/31/2021

Account Number: 107088

Payment Terms: Net 30 Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

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

PRIMARY CONTACT Jerome Tushbant Phone: (775) 283-7802 Email: jtushbant@carson.org

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

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

SHIP TO

Year 1 - TAP Refresh #00016167

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		96	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		15	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		105	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		96	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	96	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	15	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		15	0.00	0.00	0.00
					Subtotal	0.00
				E	stimated Shipping	0.00
					Estimated Tax	0.00
					Total	0.00

BILL TO

US

911 E Musser St

Carson City, NV 89701

Carson City Sheriff's Office - NV

Year 1 - Unlimited

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages					
73680	RESPOND DEVICE PLUS LICENSE	60	109	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	109	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	109	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	109	0.00	0.00	0.00

Year 1 - Unlimited (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages (Continued)					
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	436	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	24	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	8	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		25	699.00	699.00	17,475.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		25	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		25	0.00	0.00	0.00
11548	UNIVERSAL HELMET MOUNT, FLEX 2		54	0.00	0.00	0.00
11546	EPAULETTE MOUNT, FLEX 2		9	0.00	0.00	0.00
11547	BALLCAP MOUNT, FLEX 2		9	0.00	0.00	0.00
11528	FLEX 2 CAMERA, (ONLINE)		45	470.00	470.00	21,150.00
11537	DOCK, FLEX 2, 6-BAY + CORE		7	1,563.00	1,563.00	10,941.00
11532	FLEX 2 CONTROLLER		45	262.00	262.00	11,790.00
11509	BELT CLIP, RAPIDLOCK		45	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		45	0.00	0.00	0.00
87058	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK WARRANTY	60	7	0.00	0.00	0.00
87059	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK PAYMENT	12	7	354.00	354.00	2,478.00
87066	TECH ASSURANCE PLAN FLEX 2 CAMERA WARRANTY	60	45	0.00	0.00	0.00
87067	TECH ASSURANCE PLAN FLEX 2 CONTROLLER WARRANTY	60	45	0.00	0.00	0.00
87068	TECH ASSURANCE PLAN FLEX 2 CAMERA AND CONTROLLER PAYMENT	12	45	366.00	366.00	16,470.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	25	336.00	336.00	8,400.00
73202	AXON BODY 3 - NA10		13	699.00	699.00	9,087.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		13	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		13	0.00	0.00	0.00
Other						
73666	RESPOND DEVICE PLUS PAYMENT	12	109	228.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	109	108.00	108.00	11,772.00
						,

Year 1 - Unlimited (Continued)

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Cont	inued)					
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	109	1,068.00	399.38	43,532.42
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	8	468.00	468.00	3,744.00
73827	AB3 CAMERA TAP WARRANTY	60	25	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	13	0.00	0.00	0.00
Services					· · · · ·	
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
					Subtotal	156,839.42
					Estimated Tax	0.00
					Total	156,839.42

Year 1 - Fleet 3

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	12	96	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	12	48	0.00	0.00	0.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA, ACCESS	12	48	0.00	0.00	0.00
80402	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	12	48	0.00	0.00	0.00
Hardware						
72036	FLEET 3 STANDARD 2 CAMERA KIT		48	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		48	0.00	0.00	0.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		48	0.00	0.00	0.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT		48	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		24	279.00	279.00	6,696.00
Other						
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		48	0.00	0.00	0.00
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		48	0.00	0.00	0.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	48	2,496.00	2,252.00	108,096.00

Year 1 - Fleet 3 (Continued)

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services						
80129	SIGNAL OR ROUTER ONLY INSTALLATION (PER VEHICLE)		24	250.00	0.00	0.00
					Subtotal	114,792.00
					Estimated Tax	0.00
					Total	114,792.00

Spares

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		4	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		4	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		4	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	4	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87059	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK PAYMENT	12	7	354.00	354.00	2,478.00
87068	TECH ASSURANCE PLAN FLEX 2 CAMERA AND CONTROLLER PAYMENT	12	45	366.00	366.00	16,470.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	25	336.00	336.00	8,400.00
Other						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	48	2,496.00	2,252.00	108,096.00
73666	RESPOND DEVICE PLUS PAYMENT	12	109	228.00	228.00	24,852.00
73835	AUTO TAGGING LICENSE PAYMENT	12	109	108.00	108.00	11,772.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	109	1,068.00	839.57	91,513.13

Year 2 (Continued)

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Cont	inued)					
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	8	468.00	468.00	3,744.00
					Subtotal	267,325.13
					Estimated Tax	0.00
					Total	267,325.13

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87059	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK PAYMENT	12	7	354.00	354.00	2,478.00
87068	TECH ASSURANCE PLAN FLEX 2 CAMERA AND CONTROLLER PAYMENT	12	45	366.00	366.00	16,470.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	25	336.00	336.00	8,400.00
Other					ľ	
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	48	2,496.00	2,252.00	108,096.00
73666	RESPOND DEVICE PLUS PAYMENT	12	109	228.00	228.00	24,852.00
73835	AUTO TAGGING LICENSE PAYMENT	12	109	108.00	108.00	11,772.00
73309	AXON CAMERA REFRESH ONE		109	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	109	1,068.00	839.57	91,513.13
73689	MULTI-BAY BWC DOCK 1ST REFRESH		7	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		45	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		15	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	8	468.00	468.00	3,744.00
73309	AXON CAMERA REFRESH ONE		25	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		4	0.00	0.00	0.00
					Subtotal	267,325.13
					Estimated Tax	0.00
					Total	267,325.13

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87059	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK PAYMENT	12	7	354.00	354.00	2,478.00
87068	TECH ASSURANCE PLAN FLEX 2 CAMERA AND CONTROLLER PAYMENT	12	45	366.00	366.00	16,470.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	25	336.00	336.00	8,400.00
Other						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	48	2,496.00	2,252.00	108,096.00
73666	RESPOND DEVICE PLUS PAYMENT	12	109	228.00	228.00	24,852.00
73835	AUTO TAGGING LICENSE PAYMENT	12	109	108.00	108.00	11,772.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	109	1,068.00	839.57	91,513.13
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	8	468.00	468.00	3,744.00
					Subtotal	267,325.13
					Estimated Tax	0.00
					Total	267,325.13

Year 5

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87059	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK PAYMENT	12	7	354.00	354.00	2,478.00
87068	TECH ASSURANCE PLAN FLEX 2 CAMERA AND CONTROLLER PAYMENT	12	45	366.00	366.00	16,470.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	25	336.00	336.00	8,400.00
Other					, i i i i i i i i i i i i i i i i i i i	
72040	FLEET REFRESH, 2 CAMERA KIT		48	0.00	0.00	0.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	48	2,496.00	2,252.00	108,096.00
73666	RESPOND DEVICE PLUS PAYMENT	12	109	228.00	228.00	24,852.00
73835	AUTO TAGGING LICENSE PAYMENT	12	109	108.00	108.00	11,772.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Cont	inued)					
73310	AXON CAMERA REFRESH TWO		109	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	109	1,068.00	839.57	91,513.13
73688	MULTI-BAY BWC DOCK 2ND REFRESH		7	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		45	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		15	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	8	468.00	468.00	3,744.00
73310	AXON CAMERA REFRESH TWO		25	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		4	0.00	0.00	0.00
					Subtotal	267,325.13
					Estimated Tax	0.00
					Total	267,325.13

Grand Total 1,340,931.94



Discounts (USD)

Quote Expiration: 05/31/2021

Total	1,340,931.94
Discounts	264,683.06
List Amount	1,605,615.00

*Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - TAP Refresh #00016167	0.00
Year 1 - Unlimited	156,839.42
Year 1 - Fleet 3	114,792.00
Spares	0.00
Year 2	267,325.13
Year 3	267,325.13
Year 4	267,325.13
Year 5	267,325.13
Grand Total	1,340,931.94

Notes

Agency has existing contract #00016167 (originated via Q-150406) and is terminating that contract upon the new license start date (7/15/2021) of this quote.

The parties agree that Axon is granting a refund of \$72,879.98 (applied to Year #1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 6/15/2021-6/30/2021, resulting in a 7/15/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 4 billing of contract #00016167.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #00016167. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

NASPO Contract No. OK-MA-145-015 used for pricing and 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 <u>www.axon.com/legal/sales-terms-and-conditions</u>) and 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 <u>www.axon.com/legal/sales-terms-and-conditions</u>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA. 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 contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. 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) 905-2071

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

The trademarks referenced above are the property of their respective owners.

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



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Carson City Sheriff's Office

Sold By: Kyle Panasewicz Designed By: Jake Borro Installed By: Axon Professional Services

VEHICLE OVERVIEW

SITE NAME			CUSTOMER NAME	
Headquarters			Carson City Sheriff's Office	
Total Configure	d Vehicle	25		-
	48	Total Vehicles with this Configuration		ĨO
Video Capture S	Sources			Axon Camera
	96	Total Cameras Deployed		
	1	Fleet Hub(s) Per Vehicle		
Mobile Data Ter	minal Pe	r Vehicle		Fleet Hub
•	1	Located In Each Vehicle		FIEEL HUD
Mobile Router P	er Vehic	le		\approx
•	1	IBR900		•
Offload Mechan	ism			In-Car Router
•	4G L1	FE Cellular		
Evidence Manag	gement S	System		
•	Evider	nce.com		

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

	2	Axon Fleet Cameras will be installed in each vehicle	
	1	Axon Fleet Hub will be installed in each vehicle	
Vehicle Hardware	1	5-in-1 Antenna will be installed in each vehicle	
	1	3-in-1 Antenna will be installed in each vehicle	
	1	IBR900 router will be installed in each vehicle	
	5	Triggers will be configured per vehicle	
Signal Activation Methods	The following devices will be configured for Signal activation: Light-Bar, Gunlock, Speed, Crash, Siren. When triggered, the Axon Signal technology in the Fleet 3 Hub will activate the recording mechanism for all configured Axon cameras within Bluetooth range of the vehicle.		
Mobile Data Computer Each vehicle will be equipped with a Mobile Data Computer provided by the customer, which me exceeds the specifications provided by Axon.			
Mobile Data Computer Requirements	Operating System: Windows 7 SP1 or Windows 10 (version 1909 or higher) - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: for x32: 4GB for x64: 8GB or greater Ethernet Port: It is recommended that the MDC have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: If the MDC is not connected to the router via Ethernet LAN, a WiFi card is required in the MDC. In this case, the WiFi card should meet or exceed the router's minimum WiFi radio compatibility requirements.		

Additional Considerations	The Cradlepoint router includes the antenna(s) and Cradlecare. For agencies that use a VPN, Axon traffic must be passed throug tunnel. Customer must provide IT and / or Admin resources at tim functional for Axon Fleet operation.			
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on -site work completed by an Axon Personnel.			
Hardware Provisioning	The customer will provide the following router for all vehicles: IBR900			
Hardware Provisioning	The customer will provide an MDC for each vehicle.			
	If the customer chooses to provide their own SIM, they must be activated and available at time of installation			
SIM Location	SIM will be located in router and can be inserted in router by Cradlepoint if carrier is specified by agency.			

4G / Cellular Offload Considerations

The IBR900 will be the connection which allows 4G upload of recorded video
The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.

Network Consideration Agreement

	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	Axon employees performing services under this SOW are CJIS certified.
Network Consideration Agreement	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.	
Vehicle Installation	Customer agrees to have the above mentioned number of intended vehicles available at the time of deployment. Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services included with Axon Fleet system include a "clip" and removal of existing in-car system hardware, if applicable. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install. • It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar system, if Axon removes the old in car system then Axon is not responsible for the surglus of hardware or sponsible for the radar system as part of the removal. • A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service. Chosen installation site must have internet access for the Hub, through the router, and MDC for configuration and testing of Fleet 3. Customer must have a resource onsite during installation with Axon Evidence Device Administration permissions to assist with logging into customer MDCs and configuring	
Custom Trigger Installation	vehicle software. The Fleet 3 Hub has multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those no-cost triggers include Light-bar,Siren, Speed, Motion Activation and Gun-lock activation. The light-bar must have a controller to allow Axon to interface for the desired position, gun -locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.	
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON Fleet Dashboard. This is included at no additional cost.	

Notes

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 <u>www.axon.com/legal/sales-terms-and-conditions</u>), 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):		

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

The trademarks referenced above are the property of their respective owners.

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

Comments:

PARTICIPATING ADDENDUM NASPO ValuePoint PUBLIC SAFETY VIDEO SYSTEMS Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT

AXON (formerly Taser International, Inc.) Master Agreement No: 0K-MA-145-015 (hereinafter "Contractor")

And

State of Nevada/99SWC-NV20-3690

(hereinafter "Participating State/Entity")

- 1. <u>Scope</u>: This addendum covers the **Public Safety Video Systems** led by the State of Oklahoma for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.
- 2. <u>Participation:</u> Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- 3. <u>Participating State/Entity Modifications or Additions to Master Agreement:</u> (These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

[__] No changes to the terms and conditions of the Master Agreement are required

[XX] The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 3.1 LOCAL GOVERNMENTS: Local governments (as defined in NRS §332.015) are intended third party beneficiaries of this contract and any local government may join or use this or any contract resulting from the underlying RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses this or any contract resulting from this Participating Addendum.
- 3.2 <u>REQUISITIONS</u>: All State agencies requisitions over \$5000.00 will be processed by and through the Nevada Purchasing Division and a purchase order issued, as needed, at the contracted price(s). Local governments as defined in NRS 332.015 can purchase directly and be billed by vendor.

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Administered by the State of Oklahoma (hereinafter "Lead State")

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3.3 <u>CUSTOMER FRIENDLY CATALOG</u>: Contractor must develop, provide and maintain information to allow for online ordering capability through NevadaEPro. The Nevada Purchasing Division will work with the Contractor to determine whether a hosted or punchout platform is appropriate.

3.4 ADMINISTRATIVE FEE:

- a. Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.
- b. Applicable administrative fees shall not be included on the invoice as an individual line item.
- c. All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
- d. The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) days of quarter end (refer to section below).
- e. Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to: <u>NVQtlyReport@admin.nv.gov</u>

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f. Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report:

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by the Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

g. Nevada Purchasing Division Statewide Contract Quarterly Usage Report:

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description	
Customer Name	Name of entity making the purchase-if customer has	
	multiple locations, please use the main entity name.	
Customer Type	Indicate the type of entity making the purchase:	
	S=State Agency	
	E=University and Community College	
	P=Political Subdivision	
	O=Other Entity	
PO # or Other	Number provided by the customer to authorize the purchase.	
Authorization Type	If purchase was made with a credit card enter	
	P-Card.	
Purchase Description	Description of the product or service purchased	
Quantity	Quantities (excluding returns) of products delivered-enter	
	a quantity of one (1) for a service.	
Unit Price	Unit price charged (excluding credits) for the product or	
	service purchased.	
Total Cost	Total cost of the purchase—quantity delivered x unit price	
	charged.	

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Administered by the State of Oklahoma (hereinafter "Lead State")

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Fee Payment and Report Schedule:

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

h. <u>Report Modifications:</u>

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division my unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agree that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms, as amended.

i. Timely Reports and Fees:

If the quarterly administrative fee is not paid and quarterly report is not received by forty five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract.

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4. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: AXON (formerly Taser International, Inc.)

Name	Alissa McDowell	
Address		
Telephone	1-800-978-2737	
E-mail	contracts@axon.com	

Participating Entity: Nevada

articipating minty	: Hevada
Name	Heather Moon
Address	515 E. Musser Street, Suite 300, Carson City, Nevada 89701
Telephone	775-684-0179
Fax	775-684-0188
E-mail	hmoon@admin.nv.gov

- 5. <u>Subcontractors:</u> All contractors, dealers and resellers authorized in the State of Nevada, as shown on the dedicated AXON (formerly Taser International, Inc.) NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 6. <u>Orders:</u> Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: AXON (formerly Taser
Nevada	International, Inc.)
By: Kein D. Doly	By: DocuSigned by:
Name:	Name: Robert Driscoll
Kevin D. Doty	
Title:	Title: VP, Assoc. General Counsel
Administrator	
Date: 12 4 19	Date: 11/26/2019 8:57 AM MST

[Please email fully executed PDF copy of this document to <u>PA@naspovaluepoint.org</u> to support documentation of participation and posting in appropriate data bases]