



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 2, 2021

Staff Contact: Carol Akers Purchasing & Contracts Administrator and Ali Banister, Chief of Juvenile Services

Agenda Title: For Possible Action: Discussion and possible action to ratify 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 for an amount not to exceed \$53,869.90. (Carol Akers, CAkers@carson.org and Ali Banister, ABanister@carson.org)

Staff Summary: Carson City and Axon have previously entered into agreements through the same joinder contract for body worn camera systems for the Sheriff's Office. This new agreement would be for 9 new body worn camera systems for a 5-year period for the Department of Juvenile Services ("Juvenile Services"). This was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Program ("CIP"). Juvenile Services entered into this agreement on August 2, 2021, and received the AXON equipment on August 24, 2021.

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

Proposed Motion

I move to ratify the agreement as presented.

Board's Strategic Goal

Safety

Previous Action

The final budget for FY 2022, including the CIP was approved by the Board of Supervisors on May 20, 2021.

Background/Issues & Analysis

As a result of legislative mandate in NRS 289.830, Carson City Juvenile Probation Officers, as uniformed peace officers, are required to wear a portable event recording device (a "body worn camera").

Contract being utilized: Axon rep. confirmed quote is still valid.

(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 289.830 (Recording device) and 332.195 (Joinder contract)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Projects Fund, Juvenile Corrections Ballistic Vests & Camera Account, 2102027 500671; and General Fund, software maintenance expense 1012705-500433

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account #2102027-500671 will be reduced by a not to exceed amount of \$17,197.90 for purchase and implementation costs; the budget available was \$53,870 approved as part of the FY 2022 Capital Improvement Program. Remaining budget balance of \$36,672 which represents ongoing licensing and maintenance cost will be augmented through the General Fund Juvenile operating budget for \$9,168 for 2023 through 2026.

Alternatives

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

Attachments:

[Axon signed contract 8-2-21.pdf](#)

[NASPO Pricing Verification.pdf](#)

[1575492657_Public Safety Video Systems-Axon-NV-2016-2021-PA-Executed.pdf](#)

Board Action Taken:

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

(Vote Recorded By)



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

Q-283611-44221.968KP

Issued: 01/25/2021

Quote Expiration: 04/15/2021

Account Number: 511381

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Jesse Gutierrez
 Carson City Dept. of Juvenile Service - NV
 740 S. Saliman
 Carson City, NV 89701
 US

BILL TO

Carson City Dept. of Juvenile Service - NV
 740 S. Saliman
 Carson City, NV 89701
 US

SALES REPRESENTATIVE

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

PRIMARY CONTACT

Jesse Gutierrez
 Phone: 775-887-2033
 Email: jjgutierrez@carson.org

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	9	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	3	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	7	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	7	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	200	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	9	0.00	0.00	0.00
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	9	336.00	336.00	3,024.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
73202	AXON BODY 3 - NA10		9	699.00	699.00	6,291.00
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,495.00	1,495.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90
74028	WING CLIP MOUNT, AXON RAPIDLOCK		14	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		9	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		1	200.00	200.00	200.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	60	1	0.00	0.00	0.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	1	114.00	114.00	114.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	9	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	1	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	7	180.00	180.00	1,260.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
73666	RESPOND DEVICE PLUS PAYMENT	12	9	228.00	228.00	2,052.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		1	0.00	0.00	0.00
					Subtotal	17,197.90
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	17,197.90

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	9	336.00	336.00	3,024.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	1	114.00	114.00	114.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	7	180.00	180.00	1,260.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73666	RESPOND DEVICE PLUS PAYMENT	12	9	228.00	228.00	2,052.00
					Subtotal	9,168.00
					Estimated Tax	0.00
					Total	9,168.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	9	336.00	336.00	3,024.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	1	114.00	114.00	114.00
Other						
73309	AXON CAMERA REFRESH ONE		9	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		1	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	7	180.00	180.00	1,260.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
73666	RESPOND DEVICE PLUS PAYMENT	12	9	228.00	228.00	2,052.00
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		1	0.00	0.00	0.00
					Subtotal	9,168.00
					Estimated Tax	0.00
					Total	9,168.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	9	336.00	336.00	3,024.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	1	114.00	114.00	114.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	7	180.00	180.00	1,260.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
73666	RESPOND DEVICE PLUS PAYMENT	12	9	228.00	228.00	2,052.00
					Subtotal	9,168.00
					Estimated Tax	0.00
					Total	9,168.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	9	336.00	336.00	3,024.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	1	114.00	114.00	114.00
Other						
73310	AXON CAMERA REFRESH TWO		9	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		1	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	7	180.00	180.00	1,260.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
73666	RESPOND DEVICE PLUS PAYMENT	12	9	228.00	228.00	2,052.00
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		1	0.00	0.00	0.00
					Subtotal	9,168.00
					Estimated Tax	0.00
					Total	9,168.00

Grand Total	53,869.90
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Summary of Payments

Payment	Amount (USD)
Year 1	17,197.90
Year 2	9,168.00
Year 3	9,168.00
Year 4	9,168.00
Year 5	9,168.00
Grand Total	53,869.90

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: 08/02/21

Name (Print): Jesse Gutierrez Title: Senior JDO

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:
		SQ#:
Review 1	Review 2	
Comments:		

Carol Akers

From: Michele Baugh
Sent: Monday, November 8, 2021 12:31 PM
To: Carol Akers
Cc: Ali Banister; Linda Lawlor; Jesse Gutierrez
Subject: FW: NASPO Contract No. OK-MA-145-015

Carol,

Sorry for the inconvenience with this project. Please see Kyle's email below stating that the NASPO pricing was used on our quote. I hope this meets the final requirement to get this approved by the BOS. Please let me know if there is anything else.

Thank you for your assistance with getting this taken care of.

Have a great day,

Michele Baugh

Department Business Manager
Carson City Juvenile Services
740 South Saliman Road
Carson City NV 89701
775-887-2033
mbaugh@carson.org

From: Kyle Panasewicz <kylep@axon.com>
Sent: Monday, November 8, 2021 12:13 PM
To: Michele Baugh <MBaugh@carson.org>
Subject: RE: NASPO Contract No. OK-MA-145-015

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Hello Michele,

Always happy to help. That is an accurate statement. The pricing is in line with NASPO for that quote. Please let me know if you need anything else.

Thank you!

KYLE PANASEWICZ
Account Manager – Axon/Evidence.com

O / F 480 905 2071

AXON.COM

TASER INTERNATIONAL IS NOW AXON

From: Michele Baugh <MBaugh@carson.org>
Sent: Monday, November 8, 2021 1:08 PM
To: Kyle Panasewicz <kylep@axon.com>
Subject: NASPO Contract No. OK-MA-145-015

Kyle,

Thank you so much for working through this with us. I just want to verify that the "NASPO Contract" pricing was used in generating Quote, Q-283611-44221.968KP for us.

Thank you again,

Michele Baugh

Department Business Manager
Carson City Juvenile Services
740 South Saliman Road
Carson City NV 89701
775-887-2033
mbaugh@carson.org

**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: OK-MA-145-015
(hereinafter "Contractor")

And

State of Nevada/99SWC-NV20-3690
(hereinafter "Participating State/Entity")

1. **Scope:** 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. **Participation:** 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. **Participating State/Entity Modifications or Additions to Master Agreement:**
(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

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 **REQUISITIONS:** 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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- 3.3 CUSTOMER FRIENDLY CATALOG: 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: NVQtlyReport@admin.nv.gov

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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 Authorization Type	Number provided by the customer to authorize the purchase. 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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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. Report Modifications:

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 may 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. **Primary Contacts:** 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

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. **Subcontractors:** 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. **Orders:** 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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And

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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: Nevada	Contractor: AXON (formerly Taser International, Inc.)
By: 	By:  <small>56DAEBB131A4424...</small>
Name: Kevin D. Doty	Name: Robert Driscoll
Title: Administrator	Title: VP, Assoc. General Counsel
Date: 12/4/19	Date: 11/26/2019 8:57 AM MST

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