Agenda Item No: 8.C



STAFF REPORT

Report To: Board of Supervisors Meeting Date: August 4, 2022

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

Agenda Title: For Possible Action: Discussion and possible action regarding authorization to purchase

WRAP Technologies' ("WRAP") BolaWrap Remote Restraint Devices ("BolaWrap Device") and related accessories for the Carson City Sheriff's Office ("CCSO") through Proforce Law Enforcement ("PLE") for a total amount not to exceed \$53,898.50. (Carol

Akers, Cakers@carson.org and Sheriff Ken Furlong, KFurlong@carson.org)

Staff Summary: The BolaWrap Device uses less lethal force to wrap the arms and/or legs of a subject from a distance, allowing law enforcement officers to effectively tie a subject's arms or legs from a relatively safe distance and to limit mobility and the ability to raise a weapon. CCSO is unaware of any devices on the market that are similar to the BolaWrap Device, and PLE is the sole authorized distributor for WRAP. This purchase was approved

as part of the Fiscal Year ("FY") 2023 Capital Improvement Program ("CIP").

Agenda Action: Formal Action / Motion Time Requested: Consent

Proposed Motion

I move to approve the purchase authority as requested.

Board's Strategic Goal

Safety

Previous Action

May 19, 2022 – The Board of Supervisors approved the final budget for FY 2023, including the CIP.

Background/Issues & Analysis

The BolaWrap Device fires a less lethal projectile. The projectile is Kevlar cordage with a small barb on each end. As the projectile strikes the lower legs or arms, the cordage quickly wraps around the subject, tying them up and restricting their ability to run or move. If, for example, a subject armed with a knife is making threats, the BolaWrap Device could be fired from a relatively safe distance to wrap the subject's arms and minimize the ability to swing the knife.

The BolaWrap Devices have cartridges that eject the wrap for a one-time use. Replacement cartridges will need to be purchased; the cartridges have a 5-year shelf life.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(a), (3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Sheriff's Capital Fund Equipment Account / 2102020-506561 Sheriff's General Fund Small Furnishings Account / 1012012-500675

Is it currently budgeted? Yes

(Vote Recorded By)

Explanation of Fiscal Impact: If approved, account 2102020-506561 will be reduced by a not to exceed amount of \$53,756; the amount approved through the 2023 CIP process. Account 1012012-500675 will be reduced by a not to exceed amount of \$142.50; the available budget is \$45,000.

Alternatives

Do not approve the purchase and/or provide alternative direction to staff.

Attachments: Bola-Wrap Back-up v2.pdf		
Board Action Taken: Motion:	1) 2)	_ Aye/Nay
	,	

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2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales&proforceonline.com www.proforceonline.com

 O R D E R
 600258
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 SHIP DATE
 A.S.A.P.

SOLD TO

CARSON CITY, SHERIFF CORONER PURCHASING & CONTRACTS DEPT. 911 E. MUSSER STREET CARSON CITY NV 89701

SHIP TO

CARSON CITY SHERIFF'S OFFICE

911 E. MUSSER STREET
CARSON CITY NV 89701

775-887-2026

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45	15050 WRP BOLAWRAP 150 BHP HOLSTER W/BELT CLIP 69.95 EA .00							
300	15030 WRP BOLAWRAP 150 CASSETTE BLK	29.95	EA .00	8 , 985.	.00			
	This quote is valid for 45 days pending credit approval, and is availability and price change. if this bid is still pending on updated pricing. from date of issue, subject to manufacturer's Please call (800) 367-5855 the expiration date for							
	Standard Terms are Net 30 days. not allow for partial shipments purchase orders for each item wi Standard manufacturer's warranty	and payments	s, separa sary.	ite				
	ProForce Law Enforcement agrees hold harmless its customers from injury or property damages, to the negligent acts or omissions of the its employees, agents or independent.	n claims for the extent and ProForce Law	personal rising fr Enforcer	om the				
CIP	COMMENT \$53,756 210202	0 5065	10)					
	#142.50 1012012 500	675						
	TERMS 181000 C'. 11075							

Reg. 23/00072



2625 Stearman Drive. Prescott AZ, 86301 Tel: 928-776-7192 Fax: 928-445-3468

email: sales@proforceonline.com www.proforceonline.com

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SHIP TO

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911 E. MUSSER STREET

CARSON CITY NV 89701

775-887-2026

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911 E. Musser St. Carson City, NV 89701 775-887-2500 Fax: 775-887-2026

Date:						
	LAW ENFORCEN man Road, Ste A Z 86301	IENT				
TO WHOM	IT MAY CONCERI	N:				
		purchasing the following firea rearm(s) purchased are not fo	5 5	partmen	t	
	n(s) to be purchas NV0130000	ed is/are listed below: _	Agency: Cars	on City S	heriff's Office	
Quantity	Manufacturer	PART NUME	BER	SIGHT	DESCRIPTION	
45	BolaWrap	15021 Bolawrap 150		TYPE LSR		
45	BolaWrap	15050 WRP Bolawrap 150 h	olster W/Belt Clin	N/A	Holsters	
300	BloaWrap	15030 WRP BolaWrap 150 Cassette BLK			Cartridges	
Lu	Typed Name of D	epartment Chief, Sheriff or Ed		Sherifi Rank		
Please Bill To:			Please Ship To:			
Business Office C/O Cassey Otto 911 E. Musser St. Carson City, Nevada 89701			Carson City Sheriff's Office C/O Captain Clay Wall 911 E. Musser St. Carson City, Nevada 89701			



1817 West 4th Street, Tempe, Arizona 85281 • Phone: +1.602.451.8597 • Fax: +1.775.719.5370 • Nasdaq: WRTC\

March 1st, 2022

Please accept this letter as confirmation that Wrap Technologies is the Sole Source Manufacturer of non-lethal BolaWrap 150 products and <u>ProForce Law Enforcement</u> is our Sole Source Distributor for the States of AK, AZ, CA, OR, WA, ID, UT, CO, NM, NV, MT, TX, WY, OK and FL.

ProForce Law Enforcement

2625 Stearman Road, Suite A

Prescott, AZ 86301 Phone: 800-367-5855 Contact: Dan Rooney

dan.rooney@proforceonline.com

Wrap Technologies manufactures and sells various Wrap® brand products, including BolaWrap 150, cassettes, accessories, and other law enforcement products.

The BolaWrap 150 is a remote restraint device designed to be used by law enforcement early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, or other uncooperative behaviors to deescalate situations rapidly so no other force is necessary. No other manufacturers make a remote restraint device comparable to this device.

All of our products are patented and manufactured in the United States.

Patents: US10,036,615

US10,107,599 US820,940 US822,785

WO2018/009255 (and all national entries/validations based thereon)

BolaWrap and Wrap Technologies are trademarks of Wrap Technologies, Inc., and BolaWrap® is a registered trademark of Wrap Technologies, Inc. registered in the U.S. and filed in certain foreign jurisdictions.

Please contact me below if you have further questions or need additional assistance with your sole source paperwork.

Sincerely,

Stacie Sundberg

Director, Sales Operations

Wrap Technologies, Inc.

Stan Sufbe ?

1817 W 4th Street Tempe, AZ 85281

Ssundberg@wrap.com

Phone: 602-451-8597

STANDARD LIMITED WARRANTY

WRAP TECHNOLOGIES, INC. EXPRESS LIMITED WARRANTY AND RELEASE

FOR LAW ENFORCEMENT PRODUCTS AND ACCESSORIES

The following WRAP TECHNOLOGIES, INC. (WRAP) warranty provisions are applicable on all sales or transfers of WRAP Law Enforcement Products and Accessories.

The term "User" means any purchaser, transferee, possessor, or user of WRAP law enforcement products and accessories. BY USING THE WRAP PRODUCT, YOU ARE AGREEING TO BE BOUND BY THESE WARRANTY AND RELEASE TERMS.

Manufacturer's Limited Warranty

WRAP warrants that its Law Enforcement Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt.

BolaWrap 150 Cassettes that are expended are deemed to have operated properly. All WRAP manufactured accessories are covered by a limited one (1) year warranty from date of delivery. Non-WRAP manufactured accessories are covered by such manufacturer's warranty.

If any country or state imposes a longer express warranty term, then the country or state's term will be effective.

This is a LIMITED WARRANTY and is the sole and exclusive warranty of this product by WRAP. This LIMITED WARRANTY applies only where the product has been properly stored and maintained, has been used in accordance with agency and WRAP instructions, and has not been subject to misuse, intentional or deliberate damage or negligence. WRAP's sole responsibility under this warranty is (at its election) to repair or replace with the same or like product or to issue a pro-rated purchase price credit for such product.

WRAP MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ANY WARRANTY AGAINST HIDDEN OR LATENT DEFECTS AND ANY WARRANTY AGAINST PATENT INFRINGEMENT.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. WRAP'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE

RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO ANY WRAP PRODUCT WILL NOT EXCEED THE PURCHASE PRICE PAID TO WRAP FOR THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

These disclaimers are subject to any applicable law(s) that regulate product warranties.