#### WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202012030-1

Originating Department:	35 Sheriff's Office				
Division/Program: (i.e. Dept. Division and Program)	3510 Administration / 351000 Administration				
Contract or Grant Administrator:	Undersheriff Doug Chadwick				
Contractor's / Agency Name:	Axon Enterprise, Inc.				
Is this a New Contract? If not, is this an Amendment or Re Yes O No O If Amendment or Renewal, (per	newal to an Existing Contract? Yes O No O WCC 3.08.100 (a)) Original Contract #: 202012030				
Does contract require Council Approval? Yes • No • Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)				
Is this a grant agreement? Yes O No O If yes, grantor agency contract	number(s): CFDA#:				
Is this contract grant funded? Yes <b>O</b> No <b>O</b> If yes, Whatcom County grant	contract number(s):				
Is this contract the result of a RFP or Bid process? Yes O No O If yes, RFP and Bid number(s):	Contract Cost Center: 2900				
Is this agreement excluded from E-Verify? No • Yes O If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below:					
<ul> <li>Professional services agreement for certified/licensed p.</li> <li>Contract work is for less than \$100,000.</li> <li>Contract work is for less than 120 days.</li> <li>Interlocal Agreement (between Governments).</li> </ul>	<ul> <li>cofessional. Goods and services provided due to an emergency</li> <li>Contract for Commercial off the shelf items (COTS).</li> <li>Work related subcontract less than \$25,000.</li> <li>Public Works - Local Agency/Federally Funded FHWA.</li> </ul>				
amount and any prior amendments):\$40,000, and than \$10,000\$ 381,437.85than \$10,000This Amendment Amount:1. Exercisi\$ 102,457.76capital of capital of	oval required for; all property leases, contracts or bid awards <b>exceeding</b> professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, <b>except when</b> : ng an option contained in a contract previously approved by the council. t is for design, construction, r-o-w acquisition, prof. services, or other osts approved by council in a capital budget appropriation ordinance.				
\$ <u>483,895.61</u> 5. Contrac electron	ward is for supplies. ent is included in Exhibit "B" of the Budget Ordinance. t is for manufacturer's technical support and hardware maintenance of ic systems and/or technical support and software maintenance from the er of proprietary software currently used by Whatcom County.				
Amendment to Axon Enterprise, Inc. Master Servic body worn cameras and for 2 detective interview ro					
Term of Contract: 12/15/20	Expiration Date: 01/14/2026				
Contract Routing: 1. Prepared by: Dawn Pierce 2. Attorney signoff: APPROVED VIA	EMALL BW/ding Date: 03/21/22 Date: 3/22/22				
2. Attorney signoff: <u>APPROVED VIA</u> 3. AS Finance reviewed: <u>APPROVED</u>	Charles Jealan				

3. AS Finance reviewed: APPRON	IED VIA EMAIL BBI dMP	Date:	3/22/22
4. IT reviewed (if IT related):		Date:	1 1
5. Contractor signed:	V	Date:	3-26-22
6. Submitted to Exec.:	×	Date:	4-8-22
7. Council approved (if necessary):	AB2022-204	Date:	4-12-22
8. Executive signed:		Date:	4-15-22
9. Original to Council:		Date:	4-71-77

# COUNTY ORIGINAL

Whatcom County Contract No.

202012030-1

#### Amendment No. <u>1</u> Whatcom County Contract No. <u>202012030</u> CONTRACT BETWEEN WHATCOM COUNTY AND <u>AXON ENTERPRISE, INC.</u>

THIS AMENDMENT is to the Contract between Whatcom County and <u>Axon Enterprise, Inc.</u>, dated <u>December 15.</u> 2020 and designated "Whatcom County Contract No. 202012030. In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through\_\_\_\_\_\_, and increases the maximum consideration by <u>\$102,457.76</u> to a total consideration of <u>\$483,895.61</u>.

This Amendment also adds the following to the Scope of Work, Exhibit A:

Additional Body Worn Cameras (18)	Quote: Q-335581-44641.641RH	\$68,445.85
Interview Room Cameras (2)	Quote: Q-336095-44641.702RH	\$34,011.91

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect: <u>April 1, 2022</u>, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and <u>Axon Enterprise, Inc.</u> have executed this Amendment on the date and year below written.

day of march 20,22 DATED this

) SS.

)

#### CONTRACTOR:

Ayon	Enterprise,	Inc.	- 24	
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	-	V		

Robert Driscoll, VP, Assoc. General Counsel

STATE OF WASHINGTON )

COUNTY OF WHATCOM

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, before me personally appeared \_\_\_\_\_\_\_ to me known to be the \_\_\_\_\_\_\_ of the \_\_\_\_\_\_ and who executed the above instrument and who

acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,

\_\_\_\_printed name,

residing at\_\_\_\_\_

My commission expires \_\_\_\_\_

Last edited 01/22/2020

WHATCOM COUNTY:

Recommended for Approval: Sol 03 Bill Effo, Sheriff Dat

Approved as to form:



Approved:

Accepted for Whatcom County:

By:

Satpal Singh Sidhu, Whatcom County Executive

SS

STATE OF WASHINGTON )

COUNTY OF WHATCOM

On this <u>15</u><sup>th</sup> day of <u>0</u>, 20<u>22</u>, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

anno m. mil AND DATE OF THE OWNER OF THE OWNE NOTARY PUBLIC in and for the State of Washington, Suzanne M. Mildner printed name. . My commission residing at \_ expires 12 -

**CONTRACTOR INFORMATION:** 

CONTRACTOR

Axon Enterprise, Inc. 17800 N. 85<sup>th</sup> St. Scottsdale, Arizona 85255

Contact Phone: (800) 978-2737 Contact Email: Rachel Hall <u>rhall@axon.com</u>

## Additional Body Worn Cameras



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737 Q-335581-44641.641RH Issued: 03/21/2022 Quote Expiration: 04/22/2022 EST Contract Start Date: 05/15/2022 Account Number: 109193 Payment Terms: N30 Delivery Method: Fedex - Ground

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-311 Grand	Whatcom County Sheriff's Office - WA	Kyle Panasewicz	
311 Grand Ave Bellingham, WA 98225-4048 USA	311 Grand Ave Bellingham, WA 98225-4048 USA Email:	Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Phone: (360) 676-6650 Email: rfunk@co.whatcom.wa.us Fax: (360) 738-2494

Program Length	44 Months
TOTAL COST	\$62,909.79
ESTIMATED TOTAL W/ TAX	\$68,445.85

Bundle Savings	\$16,185.15
Additional Savings	\$656.51
TOTAL SAVINGS	\$16,841.66

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	May, 2022	\$1,845.36	\$22,815.33
Year 2	Dec. 2022	\$1,845.35	\$22,815.26
Year 3	Dec, 2023	\$1,845.35	\$22,815.26

Q-335581-44641.641RH

## Quote Details

Item	Description	QTY
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1
BWCamTAP	Body Worn Camera TAP Bundle	18
BasicLicense	Basic License Bundle	14
DynamicBundle	Dynamic Bundle	6
AB3C	AB3 Camera Bundle	18
AB3MBD	AB3 Multi Bay Dock Bundle	1
ProLicense	Pro License Bundle	5
DynamicBundle	Dynamic Bundle	1
AB3C	AB3 Camera Bundle	1
BWCamTAP	Body Worn Camera TAP Bundle	A

Bundle: Body Worn C	amera Multi	-Bay Dock TAP Bundle Quantity: 1	Start: 5	5/15/2022	End: 1/14/2	026	Total: 1298 U	SD
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$21.00	67.62%	\$20.35	\$6.80	\$231.17
Multi-Bay Dock Refresh	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$1,610.00	67.62%	\$45.87	\$521.27	\$521.27
Multi-Bay Dock Refresh	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$1,685.00	67.62%	\$48.00	\$545.56	\$545.56

Bundle: Body Worn C	amera TAP	Bundle Quantity: 18	Start: 5/15/2022	En	d: 1/14/2026	Total: 2	2176 US	D	
Category	Item	Description		QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA	(TAP)	18	\$11.67	36.55%	\$398.76	\$7.40	\$4,531.41
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH	ONE	18	\$755.00	36.55%	\$758.78	\$479.02	\$8,622.44
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH	TWO	18	\$790.00	36.55%	\$793.95	\$501.23	\$9,022.15

Bundle: Basic L	icense Bundle	Quantity: 14	Start: 5/15/2022	End: 1/14/2020	6 Total:	5182.8 USD			
Category	ltem	Description		QTY	List Price	Discount	Tax	Net Price	Total(USD)
2								Q-335581-44641	.641RH

E.com License	73840	EVIDENCE.COM BASIC LICENSE	14	\$15.00	43.91%	\$456.09	\$8.41	\$5,182.80
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	14	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Dynamic Bun	dle Qua	ntity: 6	Start: 5/15/2022	End: 1/14/2	026	Total: 6336 U	ISD			
Category	Item	Descri	ption		QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	73686	EVIDE STOR/	NCE.COM UNLIMITED A	AXON DEVICE	6	\$24.00	0.00%	\$557,57	\$24.00	\$6,336.00

Bundle: AB3 Came	era Bundle	Quantity: 18	Start: 5/15/2022	End: 1/14/2	2026	Total: 1	2582 USD			
Category	Item	Description		QT	TY	List Price	Discount	Tax	Net Price	Total(USD)
Camera	73202	AXON BODY RAPIDLOCK	3 - NA10 - US - BLK -	1	8	\$699.00	0.00%	\$1,107.2 1	\$699.00	\$12,582.00
Camera Mount	71026	MAGNET MO RAPIDLOCK	UNT, FLEXIBLE REINFOR	RCED, 1	8	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USE	3-A CABLE FOR AB3 OR F	LEX 2 1	8	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: AB3 Mul	ti Bay Dock Bundle	Quantity: 1 Start: 5/15/	2022 End	1/14/2020	6 T	otal: 1495 U	SD		
Category	Item	Description	Q	Y List	Price	Discount	Tax	Net Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK		\$1,4	95.00	0.00%	\$131.56	\$1,495.00	\$1,495.00
Power Cord	/1/11/1	NORTH AMER POWER CORD FOR BAY, AB2 1-BAY / 6-BAY DOCK	AB3 8-	\$0	0.00	0.00%	\$0,00	\$0.00	\$0.00

Bundle: Pro License	Bundle	Quantity: 5	Start: 5/15/2022	End: 1/1	4/2026	Total: 858	0 USD			
Category	ltem	Descriptio	n		QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73746	and the second se	ONAL EVIDENCE.COM	LICENSE	5	\$39.00	0.00%	\$755.04	\$39.00	\$8,580.00
A La Carte Storage	73683	10 GB EVII STORAGE	DENCE.COM A-LA-CAR -	Т	15	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Dynamic Bundle	Quant	ity: 1	Start: 5/15/2022	End: 3/14/2022	Total: 4141.6	5 USD			
Category	Item	Descri	otion	QTY	List Price	Discount	Tax	Net Price	Total(USD)

3

Q-335581-44641.641RH

Other	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	1	\$35.85	5,876.36 %	\$364.46	(\$2,070.83)	\$4,141.65
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Bundle: AB3 Ca	mera Bundle	Quantity: 1	Start: 5/15/2022 E	nd: 1/14/2026	Total: 69	9 USD			
Category	Item	Description		QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera	73202	AXON BOD	Y 3 - NA10 - US - BLK - K	1	\$699.00	0.00%	\$61.51	\$699.00	\$699.00
USB	11534	USB-C to US	SB-A CABLE FOR AB3 OR F	LEX 2 2	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Body Worn C	amera TAP	Bundle Q	uantity: 1	Start: 5/15/2022	Enc	: 1/14/2026	Total: 41	9.34 USI	0	
Category	Item	Description	1		QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRA	ANTY, CAME	RA (TAP)	1	\$11.67	36.17%	\$21.64	\$7.45	\$245.82
Camera Refresh 1 with Spares	73309	AXON CAME	ERA REFRES	HONE	1	\$755.00	77.02%	\$15,27	\$173.52	\$173.52
Camera Refresh 2 with Spares	73310	AXON CAME	ERA REFRES	H TWO	1	\$790.00	100.00%	\$0.00	\$0.00	\$0.00

INDIVIDUAL ITEMS								
Category	ltem	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Category	item.	Description					Total:	0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Q-335581-44641.641RH

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#### Standard Terms and Conditions

#### Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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. 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 includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

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 www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

5

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.

Q-335581-44641.641RH

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Signature

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3/21/2022

03-24-22

Date Signed

Q-335581-44641.641RH

## Interview Room Cameras



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737 Q-336095-44641.702RH

Issued: 03/21/2022

Quote Expiration: 04/22/2022

EST Contract Start Date: 07/15/2022

Account Number: 109193 Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-311 Grand Ave 311 Grand Ave Bellingham, WA 98225-4048 USA	Whatcom County Sheriff's Office - WA 311 Grand Ave Bellingham, WA 98225-4048 USA Email:	Rachel Hall Phone: Email: rhall@axon.com Fax:	Phone: 360-778-6709 Email: shuso@co.whatcom.wa.us Fax: (360) 738-2494

Program Length	42 Months
TOTAL COST	\$31,933.56
ESTIMATED TOTAL W/ TAX	\$34,011.91

Bundle Savings	\$0.00
Additional Savings	\$3,461.80
TOTAL SAVINGS	\$3,461.80

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	May, 2022	\$801.56	\$13,117.36
Year 2	Dec, 2022	\$319.20	\$5,223.64
Year 3	Dec, 2023	\$319.20	\$5,223.64
Year 4	Dec. 2024	\$319.20	\$5,223.64
Year 5	Dec, 2025	\$319.20	\$5,223.64

#### Quote Details

<b>Bundle Summar</b>	<b>y</b>	
Item	Description	QTY
DynamicBundle	Dynamic Bundle	1

Bundle: Dynamic	Bundle Quar	ntity: 1 Start: 7/15/2022 End: 1/14/20	026	Total: 31933.	56 USD			
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	2	\$1,600.00	0.00%	\$281.60	\$1,600.00	\$3,200.00
Other	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$64.00	0.00%	\$11.27	\$64.00	\$128.00
Other	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$25.00	5.41%	\$174,79	\$23.65	\$1,986.30
Other	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$1,500.00	0.00%	\$264,00	\$1,500.00	\$3,000.00
Other	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$796.00	0.00%	\$140,09	\$796.00	\$1,592.00
Other	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$196.50	0.00%	\$34.60	\$196.50	\$393.00
Other	50045	INTERVIEW - SOFTWARE - UNLMITED E.COM STORAGE (PER CAMERA)	2	\$99.00	0.00%	\$0.00	\$99.00	\$8,316.00
Other	50294	INTERVIEW - SERVER - LITE	2	\$1,950.00	50.00%	\$171.60	\$975.00	\$1,950.00
Other	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)		\$1,750.00	0.00%	\$308.00	\$1,750.00	\$3,500.00
Other	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER		\$29.17	20.00%	\$172.49	\$23.34	\$1,960.22
Other	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,500.00	0.00%	\$440.00	\$2,500.00	\$5,000.00
Other	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$21.62	50.00%	\$79.91	\$10.81	\$908.04

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

#### Standard Terms and Conditions

#### Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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. 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 includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

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 www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

4

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

5

3/21/2022

03-24-22

Date Signed

## STATEMENT OF WORK & CONFIGURATION DOCUMENT

### Axon Interview Recording Platform

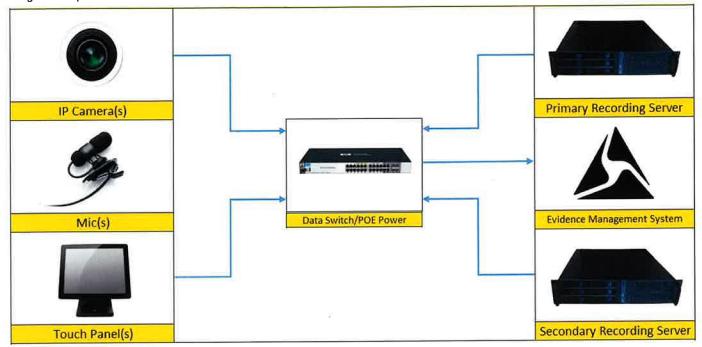
This document details a proposed system design

Agency Created For: Whatcom County Sheriff's Office - WA

Sold By:	Rachel Hall
Designed By:	Jake Borro
Installed By:	Axon Professional Services
Customer Contact:	Scott Huso
Target Install Date:	11/15/2021

## AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



## **AXON-PROVIDED HARDWARE SUMMARY**

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Con	nfigurations		
2	Camera(s)	Locations	<u># Rooms</u>
		Whatcom CSO	2
0	Covert Enclosure(s)		
2	Microphone(s)		
	Injector(s)		
Total Switches			
- 1	POE Switch(es)		
Total Servers			
2	Server(s) (customer-provided included)		
Total Touch Pane	els		
2	Touch Panel(s) (virtual not included)		
2	Wall Mount(s)		
Total Camera Co	nfigurations		
0	I/O Box(es)		

## INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

### **Network Considerations**

	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.			
Network Requirements	Each Recording Server must be given a static IPv4 network address that is routable across the network.			
Network Requirements	Each IP Camera must be given a st	tatic IPv4 network ad	dress that is routable across the network.	
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.			
	Network Device	Static IPs	Total IPs	
Network Addressing	Qty of IP Cameras	2		
	Qty of Touch Panels	2	6	
	Qty of Recording Servers	2		
Data Switch Provisioning	This install will require POE data switches at each location.			
Virtual Kiosks	2 workstations will require virtual kiosk software to be installed.			
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: • Subnet Mask • Gateway IP • DNS/WINS IP • Time Server IP			
	Customer IT staff will configure all s	switches with proper	network configuration.	

## Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).	
Metadata Tags	Information collected prior to recording: • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: • Interviewer name(s)	
Customer Provided Items	Customer to provide preferred metadata fields.	
Axon Provided Items	Axon to facilitate the creation of metadata fields.	

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## **NETWORK CONFIGURATION DETAILS**

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

## Network Configuration Details

Evidence Management System	Evidence.com
Application Features	Network Applications: • Remote monitoring application Evidence.com Application Features: • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting

Training

Application Package	This solution will include on-site application training covering: • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview • Evidence.com functionality
---------------------	--

### Additional General Deal Notes

Notes

## LOCATION DETAILS: Whatcom CSO

The following sections detail the configuration of the Axon Interview recording system at WHATCOM CSO

Location Name	Whatcom CSO

#### **Cable Considerations**

	Axon Professional Services will install the networking cables using a Cat6e Cable.		
Cabling Runs	7	7 cable runs are required for this installation.	
	7	110v power outlets are required for this installation (Customer Responsibility).	
Cabling Requirements	Axis IF     Server	Panel or PC running a virtual Touch Panel	

### Servers, Switches, Touch Panels

	Axon Interview Lite Server Quantity:		1
Servers	Axon Interview Lite Server	Quantity.	1
Redundancy	This system includes recording redundancy		
	Customer will provide data switch		1
Data Switch/POE Power		Quantity:	
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	0		

### **Additional Location Notes**

	×	
Notes		

## **ROOM DETAILS: Interview Room 1**

The following sections detail the configurations specific to INTERVIEW ROOM 1

Location Name	Whatcom CSO
Room Name	Interview Room 1

## Camera Configuration

	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera	
Camera 1 Mic: Louroe Tamper Proof Mic		
Recording Activation	Recording will be triggered via IR Client	
External Recording-In- Progress Visual	N/A	
Wall Configuration	Drywall	
Ceiling Configuration	Sealed Ceiling	

#### **Additional Location Notes**

Notes		

## **ROOM DETAILS: Interview Room 2**

The following sections detail the configurations specific to INTERVIEW ROOM 2

Location Name	Whatcom CSO		
Room Name	Interview Room 2		

### **Camera Configuration**

	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera		
Camera 1	Mic: Louroe Tamper Proof Mic		
Recording Activation	Recording will be triggered via IR Client		
External Recording-In- Progress Visual	N/A		
Wall Configuration	Drywall		
Ceiling Configuration	Sealed Ceiling		

## Additional Location Notes

Notes	

#### QR-35431 - a3b4y000001CeKIAAK

## Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties. 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 solerly 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:	KNI	Date:	03-24-22	
Name (Print):	DOUG CHADWICK	Title:	UNDERSHERIFF	
PO# (Or write N/A):				

Please sign and email to Rachel Hall at rhall@axon.com or fax to

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:		
Review 1	Review 2	RMA#: Address Used: SO#:		
Comments:				

Q-336095-44641.717RH

11

Protect Life.

## E-Verify Declaration ATTACHMENT "D"

Firm Name: Axon Enterprise, Inc.

Proposal/Bid/Invitation/Solicitation No. Q-335581-44641.641RH and Q-336095-44641.702RH

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE:

4/5/2022

SIGNATURE:

55DAE8B131A4424...

DocuSigned by:

PRINTED NAME:

Robert E. Driscoll, Jr. VP, Associate General Counsel WHATCOM COUNTY SHERIFF'S OFFICE

> BILL ELFO SHERIFF



MEMORANDUM

PUBLIC SAFETY BUILDING 311 Grand Avenue Bellingham, WA 98225-4038 (360) 778-6600

# RECEIVED

APR 8 - 2022

WHATCOM COUNTY EXECUTIVE'S OFFICE

TO: Satpal Sidhu, County executive

FROM: Bill Elfo, Sheriff

- **DATE:** March 21, 2022
- RE: Axon Enterprise, Inc. Master Services and Purchasing Agreement Whatcom County Contract #202012030 Amendment #1

Enclosed for your review and signature are (2) original Amendment #1 documents for Axon Enterprises, Inc. Master Services and Purchasing Agreement, W.C. Contract No. 202012030.

#### **Background and Purpose**

The Sheriff's Office entered into a Five (5) Year Master Services and Purchasing Agreement with Axon Enterprises, Inc. to implement a BWC Program in 2020.

This amendment is for 18 more body worn cameras to outfit additional commissioned members of the Sheriff's Office and for 2 detective interview room cameras.

The existing interview room cameras were installed by a different vendor and are not always reliable. It is essential for the Sheriff's Office to have reliable equipment and it would be beneficial to have the interview room cameras be part of the same system as the body worn cameras.

All services associated with this amendment will expire on 01/14/2026 with the criginal contract.

#### Funding Amount and Source

Total amendment is \$102,457.76 with payments due 2022 through 2025. Supplemental Budget #3581 for \$45,000 was approved for the initial payment due May 2022. Future payments will be included in Sheriff's Office biennial budgets.

#### **Differences from Previous Agreement**

N/A

Please contact Undersheriff Chadwick at extension 6618 if you have any questions or concerns.

Thank you.