



INFORMATIONAL MEMORANDUM

TO: **Community Services and Safety Committee**

FROM: **Eric Drever, Chief of Police**

BY: **Eric Lund, Deputy Chief of Police**

CC: **Mayor Ekberg**

DATE: **July 3rd, 2023**

SUBJECT: **Contract Amendment #2 with Axon (17-123a)**

ISSUE

The Police Department has been working with Fleet to acquire additional vehicles to start the department take home car program. The additional vehicles are due to be deployed in the next 4-5 months. In order to outfit the additional vehicles with dash cameras, the City will need to purchase 18 additional Fleet Cameras from Axon.

BACKGROUND

During the November 28, 2022 Tukwila City Council Committee of the Whole meeting, it was discussed that the take-home vehicle program for commissioned Police Officers will be implemented with funding achieved through budget savings in the Police Department.

Currently, the contract with Axon includes 41 fleet cameras. This covers 33 patrol vehicles, 1 heavy duty truck, and one jail van (takes multiple cameras). In order to complete the take-home vehicle program, Fleet Services has ordered 12 additional patrol cars. Additionally, Fleet ordered four (4) Ford F-150 patrol trucks to replace the Traffic Unit motorcycles.

We have determined that 18 additional cameras (plus 2 spares) will be needed to outfit all the incoming vehicles with cameras. The spare cameras allow Fleet to quickly replace malfunctioning cameras instead of shipping the units for warranty repairs, thus allowing the patrol cars to be placed back into service quickly.

DISCUSSION

Overall, Axon Fleet 3 cameras offer a range of advantages, including officer safety, evidence collection, accountability, transparency, training, and public perception. By harnessing the power of video and audio recordings, law enforcement agencies can enhance their operations, foster community trust, and promote safer interactions between officers and the public.

FINANCIAL IMPACT

The cost of the 18 cameras (plus 2 spares) is \$60,540.87 for year 1, and \$60,540.82 for year 2 through year 5. The total amount for this purchase over the 5 years of the contract is \$302,704.15. Due to budget savings due to staffing levels the Police Department will absorb the costs into its 2023-2024 budget. Once the Police Department is fully staffed and the budget is further analyzed, it may return to the council with the request for a budget amendment.

Currently, the contract with Axon costs the Police Department \$194,549.48 per year for Fleet Cameras, Body Cameras, and Tasers. With the approval of the contract amendment, the total cost of the program will be \$255,090.30 per year.

The Police Department will attempt to absorb the additional costs within the existing budget but may have to submit a budget amendment in 2024 if conditions change.

RECOMMENDATION

The Council is being asked to authorize the Mayor to sign the contract amendment and consider this item on the consent agenda at the July 17, 2023 Regular Meeting.

ATTACHMENTS

Axon Contract Amendment 2 (17-123)

Axon Quote #Q456358-44967.733RH

[Contract #17-123](#)



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

CONTRACT FOR SERVICES

Amendment # 2

Between the City of Tukwila and Axon Enterprises, Inc.

That portion of Contract No. **17-123** (“Contract”) between the City of Tukwila and **Axon Enterprises, Inc** is hereby amended as follows:

- 1. Quote #Q-456358-44967.733RH will be added to the current Contract.
- 2. The second paragraph of the Contract is amended to read as follows:

“This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote #Q374532-44680.751BH, Q-388116-44680.889BH, and Q-456358-44967.733.RH (the Quote), which is hereby incorporated by reference. In consideration of this agreement the Parties agree as follows:”

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 20_____.



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

**** City signatures to be obtained by
City Clerk's Staff ONLY. ****

**** Contractor signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONTRACTOR:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



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-456358-44967.734RH

Issued: 02/10/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 107449

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Shipping 15005 Tukwila International Blvd Seattle, WA 98188-2245 USA	Tukwila Police Dept. - WA 15005 Tukwila International Blvd Seattle, WA 98188-2245 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Hall Phone: Email: rhall@axon.com Fax:	Eric Lund Phone: (206) 433-1821 Email: e.lund@tukwila.gov Fax: (206) 244-6181

Quote Summary

Program Length	60 Months
TOTAL COST	\$274,935.60
ESTIMATED TOTAL W/ TAX	\$302,704.15

Discount Summary

Average Savings Per Year	\$8,108.64
TOTAL SAVINGS	\$40,543.20

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$54,987.16	\$5,553.71	\$60,540.87
Sep 2024	\$54,987.11	\$5,553.71	\$60,540.82
Sep 2025	\$54,987.11	\$5,553.71	\$60,540.82
Sep 2026	\$54,987.11	\$5,553.71	\$60,540.82
Sep 2027	\$54,987.11	\$5,553.71	\$60,540.82
Total	\$274,935.60	\$27,768.55	\$302,704.15

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$315,478.80
 \$274,935.60
 \$274,935.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	18	60	\$292.11	\$254.57	\$254.57	\$274,935.60	\$27,768.55	\$302,704.15
Total							\$274,935.60	\$27,768.55	\$302,704.15

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	18	09/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	18	09/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	18	09/01/2023
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	18	09/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	18	09/01/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	18	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	18	10/01/2023	09/30/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	18	10/01/2023	09/30/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	18	10/01/2023	09/30/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	36	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	18

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	18	10/01/2023	09/30/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	18	10/01/2024	09/30/2028

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	18	\$54,987.16	\$5,553.71	\$60,540.87
Total				\$54,987.16	\$5,553.71	\$60,540.87

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	18	\$54,987.11	\$5,553.71	\$60,540.82
Total				\$54,987.11	\$5,553.71	\$60,540.82

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	18	\$54,987.11	\$5,553.71	\$60,540.82
Total				\$54,987.11	\$5,553.71	\$60,540.82

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	18	\$54,987.11	\$5,553.71	\$60,540.82
Total				\$54,987.11	\$5,553.71	\$60,540.82

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	18	\$54,987.11	\$5,553.71	\$60,540.82
Total				\$54,987.11	\$5,553.71	\$60,540.82

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.

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 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. 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:

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 Signed

2/10/2023

