

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 23, 2015

AGENDA ITEM NUMBER: 8

**SUBJECT: RESOLUTION APPROVING THE PURCHASE OF LAW ENFORCEMENT BODY WORN CAMERAS, EQUIPMENT, LICENSES, AND SERVICES UNDER AN EXCEPTION TO THE BIDDING LAWS CODIFIED IN N.C.G.S. 143-129(e)(6) AND AWARDING A CONTRACT FOR THE PURCHASE OF LAW ENFORCEMENT BODY WORN CAMERAS, EQUIPMENT, LICENSES AND SERVICES TO TASER INTERNATIONAL, INC.  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**      Recommend Approval

**SUMMARY OF INFORMATION:**

After extensive research, demonstrations, and field testing of multiple products by the Forsyth County Sheriff's Office (FCSO), it is recommended that that a contract be awarded to TASER International, Inc. in the total amount of \$450,122.75 to cover the cost of the purchase of law enforcement body worn cameras. TASER International, Inc. is the manufacturer and sole distributor of the TASER Axon Flex and Body brand cameras and is the only vendor with a bundled cloud storage solution.

TASER International, Inc. has submitted a quote for the County to purchase 228 body-worn camera systems (which includes spares) as well as all hardware, "cloud" data storage, installation/mounting, set-up and training, Computer Aided Dispatch (CAD) integration and related warranties for the initial total cost of \$450,122.75. See "Table A" that summarizes the proposed camera deployment and "Table B" that shows the full cost by category of expense.

**Table A**

<b>Division/Section</b>	<b>Type</b>	<b>Number</b>
Patrol	Flex	64
Civil	Flex	21
SRO	Flex	11
K9	Body	6
Community	Flex	20
HOJ	Flex	31
Training	Both	2 Flex; 1 Body
Transportation	Flex	9
LEDC - SRT	Body	40
LEDC - ADO	Flex	10
LEDC - Sworn	Flex	10
SWAT	Flex	3
<b>TOTAL:</b>		<b>228</b>

**Table B**

<b>Element</b>	<b>Cost</b>
Cameras - Flex and Body Versions	\$74,019.80
Licenses/Software/ Data Storage	\$182,004.00
CAD Integration	\$41,040.00
Service/Maintenance	\$24,408.00
Mounting Kits	\$36,190.95
Setup up and training	\$15,000.00
Docking Stations – single and 6 bay	\$77,460.00
<b>TOTAL:</b>	<b>\$450,122.75</b>

Terms of the quote include five years of recurring operational expenses covering warranties, service agreement, and the storage of video images on a cloud server for an on-going annual cost of \$338,652.00. However, this does not include all costs or savings. "Table C" summarizes the estimated impact to the General Fund, not including off-setting reductions, new revenues and other savings.

**Table C**

<b>Item</b>	<b>Cost/(Savings)</b>
Service/Maintenance	\$338,652
Audio/Video Technician (To be requested effective July 1, 2016)	\$55,854
<b>TOTAL (Excluding off-setting reductions/savings):</b>	<b>\$394,506</b>

The initial investment in the amount of \$450,122.75 will be funded using four (4) awarded Justice Assistance Grants (JAG), and Detention SCAAP grant funds (\$46,404.66). The remaining balance will be covered by current appropriated operating funds. Table D summarizes the funding sources for the initial investment.

**Table D**

<b>Funding Source</b>	<b>Amount</b>
JAG 2012	\$92,687.00
JAG 2013	\$84,820.00
JAG 2014	\$88,341.50
JAG 2015	\$77,636.00
SCAAP Funds (FCSO Detention Operations Budget)	\$46,404.66
Department Operating Funds	
-Information Technology Budget	\$60,233.59
<b>TOTAL:</b>	<b>\$450,122.75</b>



**RESOLUTION APPROVING THE PURCHASE OF LAW ENFORCEMENT  
BODY WORN CAMERAS, EQUIPMENT, LICENSES, AND SERVICES UNDER AN  
EXCEPTION TO THE BIDDING LAWS CODIFIED IN N.C.G.S. 143-129(e)(6) AND  
AWARDING A CONTRACT FOR THE PURCHASE OF LAW ENFORCEMENT BODY  
WORN CAMERAS, EQUIPMENT, LICENSES AND SERVICES TO  
TASER INTERNATIONAL, INC.  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**WHEREAS**, TASER International, Inc., has submitted a quote for 228 body-worn camera systems (which includes spares) as well as all hardware, "cloud" data storage, installation/mounting, set-up and training, Computer Aided Dispatch (CAD) integration and related warranties for the initial total cost of \$450,122.75; and

**WHEREAS**, TASER International, Inc. is the manufacturer and sole distributor of the TASER Axon Flex and Body brand cameras and is the only vendor with a bundled cloud storage solution; and

**WHEREAS**, N.C.G.S. 143-129(e)(6) provides that formal bid procedures "shall not apply to purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available; when a needed product is available from only one source of supply; or when standardization or compatibility is the overriding consideration"; and

**WHEREAS**, The U.S. Department of Justice approved a sole source request to the Forsyth County Sheriff's Office on November 5, 2015; and

**WHEREAS**, it is the recommendation of the County Manager, the Sheriff, and the Purchasing Director that a contract for the purchase of law enforcement body worn camera system equipment and services be awarded to TASER International, Inc. in the amount of \$450,122.75; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds are available to cover the cost of this contract;

**NOW, THEREFORE, BE IT RESOVED** that the Forsyth County Board of Commissioners hereby approves the purchase of 228 body-worn camera systems, as well as hardware, "cloud" data storage, installation/mounting, set-up and training, Computer Aided Dispatch (CAD) integration and related warranties for the initial total cost of \$450,122.75 for use by the Sheriff's Office under the exception to the bidding laws as provided and authorized by N.C.G.S. 143-129(e)(6).

**BE IT FURTHER RESOLVED** by the Forsyth County Board of Commissioners, that a contract for the purchase of law enforcement body worn cameras, equipment, licenses, and services for the Forsyth County Sheriff's Office, is hereby awarded to TASER International, Inc., in the amount of \$450,122.75.

**BE IT FURTHER RESOLVED** that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a contract for the purchase of law enforcement body worn cameras, equipment, licenses, and services with TASER International, Inc. in the amount of \$450,122.75, pursuant to the terms of the quotes, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 23<sup>rd</sup> day of November 2015.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT, made and entered into and made effective this 23<sup>rd</sup> day of November, 2015 by and between Forsyth County, North Carolina (the "County") on behalf of the Forsyth County Sheriff's Office (the "Sheriff's Office"); and TASER International, Inc. (the "Provider");

WITNESSETH

WHEREAS, it is the recommendation of the County Manager, the Sheriff, and the Purchasing Director that a contract for the purchase of law enforcement body worn cameras and associated services be awarded to TASER International, Inc. in the amount of \$450,122.75; and

WHEREAS, G.S. 143-129(e) provides that formal bid procedures "shall not apply to purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available; when a needed product is available from only one source of supply; or when standardization or compatibility is the overriding consideration"; and

WHEREAS, the U.S. Department of Justice Bureau of Justice Programs has approved a sole source purchase for body worn cameras for Forsyth County from TASER International, Inc. on November 5, 2015; and

WHEREAS, the Forsyth County Board of Commissioners, awarded said contract on November 23, 2015 to TASER International, Inc., in the amount of \$450,122.75.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto do contract and agree as follows:

I.

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement. The services to be performed by the Provider shall be as follows:

Provider agrees to provide the Sheriff's Office with law enforcement body worn camera equipment and services as listed in "Attachment A", attached hereto and incorporated herein by reference.

This contract is also subject to the terms and conditions outlined in The Master Service Agreement, "Attachment B", attached hereto and incorporated herein by reference. This Contract supersedes all documents incorporated by reference into this contract and such incorporated documents that are contractual in nature are hereby subordinated to this Contract. If inconsistencies between this contract and any document/agreement incorporated by reference into it should arise, then and in that event the provisions and terms contained in this contract shall

take precedence. This Contract shall be governed by North Carolina law and any action concerning this contract shall be maintained in Forsyth County, North Carolina, to the express exclusion of any arbitration provisions, collection provisions or attorney fees provisions.

## II.

As full compensation for the Provider's services for equipment, installation and first year prorated maintenance, the County agrees to pay the Provider the sum of FOUR HUNDRED AND FIFTY THOUSAND ONE HUNDRED AND TWENTY-TWO DOLLARS AND SEVENTY-FIVE CENTS (\$450,122.75) upon completion of the contracted services by the Provider and accepted as such by the County. The Provider shall invoice the County within 30 days after the acceptance by the County and the County agrees to pay the provider within 30 days of invoice receipt provided all elements of the Agreement are satisfactorily met.

## III.

To the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Forsyth County, its Officials, Officers, and Employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of any act or omission of the Provider or his employees in the execution, performance, or failure to adequately perform the obligations pursuant to this agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager. The Provider shall maintain, at its sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the required occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services, except for the negligence or willful misconduct of the Additional Insured(s).
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees, as to Provider's liability.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section.
2. Replace certificates for any such insurance expiring prior to completion of the services.
3. Maintain such insurance from the time services commence until services are completed.
4. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

E. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

Any stated late payment interest shall not exceed the North Carolina legal rate and in no event shall be more than eight percent (8%) per annum. No late payment or other amounts, designated penalties or charges shall apply to this contract.

No stated laws of a particular state or jurisdiction shall apply to or govern this contract other than the applicable laws of the State of North Carolina; and no forum selection of the place, courts, or judicial body of a particular state or jurisdiction shall apply.

Involuntary or binding mediation, arbitration, negotiation, or other settlement procedure of disputes, if any, shall not apply to this contract.

The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of new hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

#### IV.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

The Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.



IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
William T. Schatzman  
Sheriff

By: \_\_\_\_\_  
J. Dudley Watts, Jr.  
County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

(SEAL)

Provider: **TASER International, Inc.**

By: \_\_\_\_\_  
Douglas E. Klint, General Counsel  
Tax ID number: 86-0741227