

Commission Chambers Tuesday, January 31, 2023 1:10 PM

#### **PUBLIC SAFETY**

- 1. Motion to approve Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri) as a sole source procurement.
- 2. Approve and accept a grant for the continuation of the Victims of Crime Act (VOCA) Grant with funding from the Criminal Justice Coordinating Council of Georgia to provide services to crime victims from October 1, 2022, through September 30, 2023, and authorize the Mayor to execute the necessary documents.
- 3. Motion to approve the acceptance the Second Amendment to the Inmate Health Care Services Contract.
- 4. Motion to approve the purchase of 400 Tasers for the Richmond County Sheriff's Office.
- 5. Discuss the two fire truck accidents that happened within a week's time. (Requested by Commissioner Catherine McKnight)
- Discussion/update on the two accidents last week from the Augusta Fire Department.(Requested by Commissioner Alvin Mason)
- 7. Provide plan of action and costs associated with the state emergency ambulance protocol. (Requested by Mayor Pro Tem Brandon Garrett)
- 8. Discuss options to utilize QRV vehicles in lieu of fire trucks. (Requested by Commissioner Wayne Guilfoyle)
- 9. Motion to approve the minutes of the Public Safety Committee held on January 9, 2023.



#### **Public Safety Committee Meeting**

Meeting Date: 01/31/2023

Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri)

**Department:** Information Technology

**Presenter:** Evelyn Chanti

Caption: Motion to approve Small Municipal and County Government Enterprise

Agreement with Environmental Systems Research Institute, Inc. (Esri) as a

sole source procurement.

**Background:** The Information Technology Department seeks to enter a three-year

software Enterprise Agreement with the Environmental Systems

Research Institute (Esri), paid in three yearly payments. Esri is a leading provider of Geographic Information Systems (GIS) software. Augusta has used Esri products for many years for GIS-related activities, including Augusta's geodatabase and WebGIS services. Esri is the sole provider for Esri products. Procurement has reviewed and approved this purchase as

a sole source procurement.

**Analysis:** The Esri Small Municipal and County Government Enterprise Agreement

offers Augusta access to a wide array of Esri GIS software on an unlimited basis during the agreement term. The Enterprise Agreement offers Augusta a lower cost per unit than purchasing individual term licenses for each software program. It also offers Augusta additional flexibility, as the City can add users and deploy innovative Esri products without additional fees. The

Enterprise Agreement provides a simple, cost-effective mechanism for Information Technology staff to focus on maintaining and expanding

Augusta's GIS services within available resources.

**Financial Impact:** The 2023 Enterprise Agreement cost is \$145,000.00. These funds are

included in the 2023 Information Technology operating budget.

**Alternatives:** Do not approve the Enterprise Agreement. Augusta would need to purchase

individual licenses for each Esri product used. In order to remain within budget, Augusta would need to reduce its current number of licensed users

and editors.

**Recommendation:** Approve Small Municipal and County Government Enterprise Agreement

with Environmental Systems Research Institute, Inc.

**Funds are available in** 101015410-5223110

the following accounts:

**REVIEWED AND** N/A **APPROVED BY:** 





Environmental Systems Research Institute, Inc.

380 New York St Redlands, CA 92373-8100

Phone: (909) 793-2853 Fax: (909) 307-3049 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 7/19/2022 To: 2/18/2023

#### **Quotation # Q-475700**

Date: November 15, 2022

Customer # 6941 Contract #

City of Augusta Information Technology Dept 535 Telfair St Augusta, GA 30901-2371

ATTENTION: Evelyn Chanti PHONE: (706) 821-4239

EMAIL: chanti@augustaga.gov

| Material    | Qty        | Term   | Unit Price               | Total        |
|-------------|------------|--|--------------------------|--------------|
| 168182      | 1          | Year 1   | \$145,000.00             | \$145,000.00 |
| Populations | s of 150,0 | 01-250,000 Small Government Enterprise Agreement Annual Subs | scription                |              |
| 168182      | 1          | Year 2   | \$165,000.00             | \$165,000.00 |
| Populations | s of 150,0 | 01-250,000 Small Government Enterprise Agreement Annual Subs | scription                |              |
| 168182      | 1          | Year 3   | \$165,000.00             | \$165,000.00 |
| Populations | s of 150,0 | 01-250,000 Small Government Enterprise Agreement Annual Subs | scription                |              |
|             |            |  |                          |              |
|             |            |  | Subtotal:                | \$475,000.00 |
|             |            |  | Sales Tax:               | \$0.00       |
|             |            | Estimated Shipping and Ha                                    | ndling (2 Day Delivery): | \$0.00       |
|             |            |  | Contract Price Adjust:   | \$0.00       |
|             |            |  | Total:                   | \$475,000.00 |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Email: Phone:
Tyler Nuttall tnuttall@esri.com (909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin

# Esri Use Only: Cust. Name Cust. # PO # Esri Agreement # \_\_\_\_\_\_



#### SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-6)

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

# Table A List of Products

#### **Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

#### **Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup

(Advanced and Standard)

**ArcGIS Monitor** 

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager

#### **Enterprise Additional Capability Servers**

**ArcGIS Image Server** 

#### **Developer Tools**

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS

Spatial Analyst, ArcGIS Engine Geodatabase Update,

ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

#### **Limited Quantities**

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

1,000 ArcGIS Online Viewers

1.000 ArcGIS Online Creators

110,000 ArcGIS Online Service Credits

1.000 ArcGIS Enterprise Creators

15 ArcGIS Insights in ArcGIS Enterprise

15 ArcGIS Insights in ArcGIS Online

200 ArcGIS Tracker for ArcGIS Enterprise

200 ArcGIS Tracker for ArcGIS Online

7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)

7 ArcGIS Utility Network User Type Extensions (Enterprise)

7 ArcGIS Trace Network User Type Extensions (Enterprise)

#### **OTHER BENEFITS**

| Number of Esri User Conference registrations provided annually  |           |  |  |  |  |
|---|-----------|--|--|--|--|
| Number of Tier 1 Help Desk individuals authorized to call Esri  | 5         |  |  |  |  |
| Maximum number of sets of backup media, if requested*   | 2         |  |  |  |  |
| Five percent (5%) discount on all individual commercially available instructor-led training classes facilities purchased outside this Agreement | s at Esri |  |  |  |  |

<sup>\*</sup>Additional sets of backup media may be purchased for a fee

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Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

| Term of | Agreement: | Three ( | 3) \ | vears |
|---------|------------|---------|------|-------|
|---------|------------|---------|------|-------|

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

| Accepted and Agreed:                        |                             |
|---|-----------------------------|
| City of Augusta, GA                         |                             |
| (Customer)                                  |                             |
| By:Authorized Signature                     | Clerk of Commission         |
| Printed Name:                               |                             |
| Title:                                      |                             |
| Date:                                       |                             |
|   |                             |
| CUSTOMER CON                                | ITACT INFORMATION           |
| Contact:Evelyn Chanti                       | Telephone: 706-821-4239     |
| Address: 535 Telfair St Bldg 2000           | Fax:                        |
| City, State, Postal Code: Augusta, GA 30901 | E-mail:chanti@augustaga.gov |
| Country: United States                      |                             |
| Quotation Number (if applicable): Q-475700  |                             |

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#### 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

- "Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).
- "Fee" means the fee set forth in the Quotation.
- "Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.
- "Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <a href="https://www.esri.com/enus/legal/terms/full-master-agreement">https://www.esri.com/enus/legal/terms/full-master-agreement</a> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.
- "Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.
- "Quotation" means the offer letter and quotation provided separately to Customer.
- "Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.
- "Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.
- "Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

#### 2.0—ADDITIONAL GRANT OF LICENSE

- 2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.
- 2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

#### 3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.
- 3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.
- 3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.
- 3.4 Termination for Lack of Funds. For an Agreement with government or government-

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owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

- 4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.
- 4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <a href="https://support.esri.com/en/other-resources/product-life-cycle">https://support.esri.com/en/other-resources/product-life-cycle</a>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <a href="https://www.esri.com/en-us/legal/terms/maintenance">https://www.esri.com/en-us/legal/terms/maintenance</a>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

#### a. Tier 1 Support

- Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
- The Tier 1 Help Desk will be fully trained in the Products.
- At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
- 5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
- Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

#### b. Tier 2 Support

- Tier 2 Support will log the calls received from Tier 1 Help Desk.
- Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- 3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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- supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- 4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
- When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

#### 7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.
- 8.0—ORDERING, ADMINISTRATIVE
  PROCEDURES, DELIVERY, AND
  DEPLOYMENT
- 8.1 Orders, Delivery, and Deployment
- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

- operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- **b.** The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

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## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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# Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and NOV 17 3:52pm Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

| Vendor:  | Esri   | E-Verify Num  | ber:                      | 121529  |
|--|--|---|---------------------------|---|
| Commodity:                                     | GIS Software Agreement   | _   |                           |   |
| Estimated annua                                | al expenditure for the above commodi   | ty or service:  | \$                        | 145,000.00  |
| justification and                              | es below that apply to the proposed support documentation as directed illucts/services requested).                                   | d purchase. Attach a n<br>n initialed entry. (More    | nemorandu<br>than one     | im containing complete entry will apply to most       |
| X  | SOLE SOURCE REQUEST I<br>THERE ARE NO REGIO<br>certification that no regional di   | NAL DISTRIBUTORS.                                     | (Attach t                 | he manufacturer's written                             |
| -  | <ol> <li>SOLE SOURCE REQUEST<br/>DISTRIBUTOR OF THE C<br/>manufacturer's — not the d<br/>distributors. Item no. 4 also mu</li> </ol> | RIGINAL MANUFACT istributor's — written c             | URER OR                   | PROVIDER. (Attach the                                 |
|  | 3. THE PARTS/EQUIPMENT A ANOTHER MANUFACTURE   |   |                           |   |
| X  | 4. THIS IS THE ONLY KNOWN NEEDS OF THIS DEPARTS memorandum with details of specific productions.                                     | MENT OR PERFORM T                                     | THE INTEN                 |   |
|  | 5. THE PARTS/EQUIPMENT STANDARDIZATION. (Attack  |   |                           |   |
|  | 6. NONE OF THE ABOVE AF FOR THIS SOLE SOURCE R   |   |                           |   |
| The undersigned of the service or or material. | d requests that competitive procurement material described in this sole source   | ent be waived and that t<br>e justification be author | he vendor<br>ized as a se | identified as the supplier ole source for the service |
| Name:  | Tameka Allen Depart  | ment: Information Ted                                 | chnology                  | Date: 11/16/22  |
| Department Hea                                 | ad Signature:  |   |                           | Date: 11 / 17 /2003                                   |
| Approval Autho                                 | prity: Hampo   |   |                           | Date: 1///8/2022                                      |
| Administrator A                                |  |   |                           | Date:   |
| COMMENTS:                                      | Pagines Commiss  | ion Approva   | $\ell$                    |   |

Item 1.

### INFORMATION TECHNOLOGY

Augusta-G E/O R G I A

#### Tameka Allen

Chief Information Officer

Reggie Horne

Deputy Chief Information Officer

**Gary Hewett** 

Deputy Chief Information Officer

To:

Ms. Geri Sams, Director, Procurement

From:

Ms. Tameka Allen, CIO, Information Technology

Date:

November 16, 2022

Subject:

Sole Source Justification - Esri Enterprise Agreement

The Information Technology Department requests approval of a sole source purchase through the Environmental Systems Research Institute (Esri). Esri is a leading provider of Geographic Information Systems (GIS) software. Augusta uses Esri products for all GIS-related activities, including Augusta's geodatabase and WebGIS services. Esri is the sole provider for Esri products.

The Esri Small Municipal and County Government Enterprise Agreement is a new three-year agreement for 2023-2025. (Augusta's current Enterprise Agreement expires February 18, 2023.) The Enterprise Agreement will grant Augusta access to a wide array of Esri GIS software on an unlimited basis during the agreement term. The enterprise agreement model offers Augusta a lower cost per unit than purchasing individual term licenses for each software program. It also offers Augusta additional flexibility, as the City can add users and deploy innovative Esri products without additional fees.

The total 3-year cost of the Enterprise Agreement is \$475,000.00. The 2023 portion is \$145,000.00. These funds are included in the Information Technology operating budget (101015410-5223110).

I am requesting your approval to proceed with this endeavor. Following your approval, we will submit to the Augusta Commission. Thank you in advance for your consideration and response.

Approve/Deny:

Ms. Geri Sams, Director, Procurement

Date: ///8/2022

**Information Technology** 

535 Telfair Street, Building 2000 Augusta, GA 30901 (706) 821-2522 – FAX (706) 821-2530 www.AugustaGa.gov



#### SOLE SOURCE LETTER

#### Environmental Systems Research Institute, Inc. (Esri) 380 New York Street

Redlands, CA 92373 E-mail: jricks@esri.com

DATE: April 20, 2018

TO: To Whom It May Concern

FROM: Jackie Ricks, Esri Contract Coordinator/Contracts & Legal Department

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of <u>software maintenance</u> (technical support plus Esri software updates/upgrades) for Esri products in the United States.

Esri is the sole-source provider of the following Esri products in the U.S. commercial, state, and local government marketplace:

- AppStudio for ArcGIS
- ArcGIS Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS Desktop Advanced
- ArcGIS Desktop Standard
- ArcGIS Developer Subscription
- ArcGIS Enterprise
- ArcGIS for Aviation Bundle
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS GeoAnalytics Server
- ArcGIS GeoEvent Server
- ArcGIS GIS Server and extensions
- ArcGIS Hub
- ArcGIS Image Server

- ArcGIS Monitor
- ArcGIS Online (excluding data owned by 3<sup>rd</sup> party providers)
- ArcGIS Runtime and Extensions
- Drone2Map for ArcGIS
- Esri Business Analyst Online
- Esri Business Analyst Server
- Bsri Community Analyst
- Esri Defense Mapping Bundle
- Bsri MapStudio
- Esri Maps Products
- Bsri Services Packages
- Insights for ArcGIS
- Navigator for ArcGIS
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain businesses (see GSA Advantagel for details) as resellers of perpetual licenses for the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

Esri also distributes certain software licenses in combination with non-Esri software or services through openmarket value-added resellers and OEMs. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

A Ricks





Environmental Systems Research Institute, Inc. 380 New York St

Redlands, CA 92373-8100

Phone: (909) 793-2853 Fax: (909) 307-3049 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 7/19/2022 To: 2/18/2023

#### Quotation # Q-475700

Date: November 15, 2022

Customer # 6941 Contract #

City of Augusta Information Technology Dept 535 Telfair St Augusta, GA 30901-2371

ATTENTION: Evelyn Chanti PHONE:

(706) 821-4239

EMAIL:

chanti@augustaga.gov

| Material | Qty             | Term      | Unit Price  | Total        |
|----------|-----------------|-----------|---|--------------|
| 168182   | 1               | Year 1    | \$145,000.00  | \$145,000.00 |
| Popula   | tions of 150,00 | 01-250,00 | 0 Small Government Enterprise Agreement Annual Subscription |              |
| 168182   | 1               | Year 2    | \$165,000.00  | \$165,000.00 |
| Popula   | tions of 150,0  | 01-250,00 | 0 Small Government Enterprise Agreement Annual Subscription |              |
| 168182   | 1               | Year 3    | \$165,000.00  | \$165,000.00 |
| Popula   | tions of 150,0  | 01-250,00 | 0 Small Government Enterprise Agreement Annual Subscription |              |
|          |                 |           | Subtotal:   | \$475,000.00 |
|          |                 |           | Sales Tax:  | \$0.00       |
|          |                 |           | Estimated Shipping and Handling (2 Day Delivery):           | \$0.00       |
|          |                 |           | Contract Price Adjust:                                      | \$0.00       |
|          |                 |           | Total:  | \$475,000.00 |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program

For questions contact:

Tyler Nuttall

Fmail:

tnuttall@esri.com

Phone:

(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

| Esri Use Only | Esri Use Only: |  |  |  |  |  |  |  |
|---------------|----------------|--|--|--|--|--|--|--|
| Cust. Name _  |                |  |  |  |  |  |  |  |
| Cust.# _      |                |  |  |  |  |  |  |  |
| PO# _         |                |  |  |  |  |  |  |  |
| Esri Agreemer | nt #           |  |  |  |  |  |  |  |



#### SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-6)

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

# Table A List of Products

#### **Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

#### **Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup

(Advanced and Standard)

**ArcGIS Monitor** 

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager

#### **Enterprise Additional Capability Servers**

ArcGIS Image Server

#### **Developer Tools**

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS

Spatial Analyst, ArcGIS Engine Geodatabase Update,

ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

#### **Limited Quantities**

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

1.000 ArcGIS Online Viewers

1.000 ArcGIS Online Creators

110,000 ArcGIS Online Service Credits

1,000 ArcGIS Enterprise Creators

15 ArcGIS Insights in ArcGIS Enterprise

15 ArcGIS Insights in ArcGIS Online

200 ArcGIS Tracker for ArcGIS Enterprise

200 ArcGIS Tracker for ArcGIS Online

7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)

7 ArcGIS Utility Network User Type Extensions (Enterprise)

7 ArcGIS Trace Network User Type Extensions (Enterprise)

#### OTHER BENEFITS

| Number of Esri User Conference registrations provided annually   | 5                          |
|--|----------------------------|
| Number of Tier 1 Help Desk individuals authorized to call Esri   | 5                          |
| Maximum number of sets of backup media, if requested*  | 2                          |
| Five percent (5%) discount on all individual commercially available instructor-led facilities purchased outside this Agreement | d training classes at Esri |

<sup>\*</sup>Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

| Accepted and Agreed:              |                         |  |
|-----------------------------------|-------------------------|--|
| (Customer)                        |                         |  |
| By:Authorized Signature           |                         |  |
| Printed Name:                     |                         |  |
| Title:                            |                         |  |
| Date:                             |                         |  |
| CUSTON                            | IER CONTACT INFORMATION |  |
| Contact:                          |                         |  |
| Address:                          | Fax:                    |  |
| City, State, Postal Code:         | E-mail:                 |  |
| Country:                          |                         |  |
| Quotation Number (if applicable): |                         |  |

#### 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

- "Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).
- "Fee" means the fee set forth in the Quotation.
- "Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.
- "Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <a href="https://www.esri.com/enus/legal/terms/full-master-agreement">https://www.esri.com/enus/legal/terms/full-master-agreement</a> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.
- "Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.
- "Quotation" means the offer letter and quotation provided separately to Customer.
- "Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.
- "Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.
- "Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

#### 2.0—Additional Grant of License

- 2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.
- 2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

#### 3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.
- 3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.
- 3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.
- **3.4 Termination for Lack of Funds.** For an Agreement with government or government-

Page 3 of 6 August 31, 2021

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

- 4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.
- 4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <a href="https://support.esri.com/en/other-resources/product-life-cycle">https://support.esri.com/en/other-resources/product-life-cycle</a>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <a href="https://www.esri.com/en-us/legal/terms/maintenance">https://www.esri.com/en-us/legal/terms/maintenance</a>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

#### a. Tier 1 Support

- Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
- 2. The Tier 1 Help Desk will be fully trained in the Products.
- At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
- 5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
- Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

#### b. Tier 2 Support

- 1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
- Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- 3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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Page 4 of 6 August 31, 2021

- supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
- When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

#### 7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.
- 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT
- 8.1 Orders, Delivery, and Deployment
- Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

- operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements. Esri does not require
  Customer to issue a purchase order. Customer
  may submit a purchase order in accordance with
  its own process requirements, provided that if
  Customer issues a purchase order, Customer
  will submit its initial purchase order on the
  Effective Date. If this is a multi-year Agreement,
  Customer will submit subsequent purchase
  orders to Esri at least thirty (30) calendar days
  before the annual anniversary date for each
  year.
- All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- **b.** The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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#### **Public Safety Committee Meeting**

Meeting Date: 01/31/23

SG Victim's of Crime Act (VOCA)

**Department:** Solicitor General

**Presenter:** Adrienne Gaines

Caption: Approve and accept a grant for the continuation of the Victims of Crime

Act (VOCA) Grant with funding from the Criminal Justice

Coordinating Council of Georgia to provide services to crime victims from October 1, 2022, through September 30, 2023, and authorize the

Mayor to execute the necessary documents.

**Background:** It is for the Victim Assistance Program in the Solicitor General's Office.

This is a continuation grant from last year. The purpose is to allow for the provision of services to crime victims as outlined in the Crime Victims' Bill of Rights. The funding is used for the salary of two victim

advocate positions.

**Analysis:** 

**Financial Impact:** Funded via the Criminal Justice Coordinating Council of Georgia Victim

of Crime Act Grant(VOCA). Federal funds are \$61,710.

**Alternatives:** 

**Recommendation:** 

Funds are available in the Budgeted in org Key: 220022515

following accounts:

**REVIEWED AND** N/A

**APPROVED BY:** 

# AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

| Prop  | osal Pro                        | ject No.                | . Project                  | Γitle  |                                |                     |  |  |                      |
|---|---------------------------------|-------------------------|----------------------------|--|--------------------------------|---------------------|--|--|----------------------|
| PR00  | 0393 SOI                        | ICITOR                  | R FY 22-23                 | PACGA VOCA   | GRANT-SG                       |                     |  |  |                      |
| BOILC.                                      | grant is the I<br>itor's Office | rosecuti<br>has bee     | ing Attorne<br>n receiving | ys Council of Geo<br>for quite some tin                | rgia (PAC) V                   | OCA Con             | antic in the h   | ard. The Continuation udget. Our funding is EO Required: YES EE  | and fouth and or C   |
| YES   |                                 |                         |                            | , o, Cash Match 11                                     | mi general it                  | ma nas oce.         | n oudgeted E   | EO Required: YES EE  | O Dept. Notified:    |
| Start Date:<br>Submit Date:<br>Total Budget |                                 | 10/0                    | 7/2022<br>137.00           | End Date:<br>Department:<br>Total Fundin               | 09/30/2023<br>025<br>g Agency: |                     | Solicitor  | Cash Match?  | Y                    |
|   | Sponsor T                       | sor: G<br>ype: prose: 3 | M0012<br>T                 | Criminal Justice<br>Pass thru Federa<br>Victims Rights | Coord Co                       | F                   | 61,710.00  | Total Cash Match:  GM0017 Prosecuting  |                      |
|   |                                 |                         |                            |  | Contac                         |                     | Barrier Service Servic | The state of the s | 7 titorney's Council |
|   | Type ID                         |                         | Name                       |  |                                |                     |  | Phone  |                      |
|   | I GN                            | MI051                   | Adrienn                    | e Gaines   |                                |                     |  | (706)821   | -1222                |
| 4 W 6/5                                     |                                 |                         |                            |  |                                |                     |  |  |                      |
|   | Tumo                            | D.,                     |                            | and the second second                                  | Approv                         | als                 | Word myste   | 0  |                      |
|   | Type<br>FA                      | O. LO                   | GGINS                      | <u>Date</u><br>10/07/202                               | 2                              |                     | gnature:   | Signature:   | Barre                |
| 1.) I have rev                              | viewed the G                    | rant apr                | olication and              | d enclosed materia                                     | ils and:                       |                     |  |  | 0                    |
|   |                                 |                         |                            | needs of Augusta                                       |                                | County              |  |  |                      |
| O Deny the                                  |                                 |                         | asione to the              | needs of Augusta                                       | Richmond                       | Jounty              |  |  |                      |
| Finance                                     |                                 | Bi                      | Olio                       | ms   | Date                           |                     | 2022   |  |                      |
| 2.) I have re                               | eviewed the                     | Grant ap                | plication a                | nd enclosed mater                                      | ials and:                      |                     |  |  |                      |
|   |                                 |                         |                            | e forward with th                                      |                                |                     |  |  |                      |
| O Deny th                                   | e request                       | -                       |                            | -  |                                |                     |  |  |                      |
| -   | Shi                             | Du                      | 2                          |  | 10                             | dal.                | 2 7  |  |                      |
| Administ                                    | trator 😢                        |                         |                            |  | Date                           |                     |  |  |                      |
| This for certifica                          | n will also b<br>tion require   | e used t<br>ements a    | to provide as required     | the external audi<br>by the State and                  | tors with inf<br>Federal Go    | ormation overnment. | on all grants f  | or compliance and  |                      |

User: AG17859 - Adrienne Gaines

Page

Current Date: 10/07/2022

Report: GM1000\_PROPOSAL - GM1000: Grants Management: 1

**Current Time: 12:30:50** 



Seeking Justice with Honor

PETER J. SKANDALAKIS

Executive Director

SHANNON WALLACE

District Attorney
Blue Ridge Judicial Circuit

**KEITH E. GAMMAGE** 

Vice Chair Solicitor-General Fulton County

TASHA M. MOSLEY

Secretary
District Attorney
Clayton Judicial Circuit

JONATHAN L. ADAMS

District Attorney Towaliga Judicial Circuit

C.R. CHISHOLM, JR.

Solicitor-General Athens-Clarke County

LEIGH PATTERSON

District Attorney Rome Judicial Circuit

BERT POSTON

District Attorney Conasauga Judicial Circuit

BRADFORD L. RIGBY

District Attorney Cordele Judicial Circuit

SANDY WISENBAKER

Solicitor-General Coweta County December 12, 2022

Re: Federal Fiscal Year 2023 VOCA Allocation - October 1, 2022 through September 30, 2023

Dear Ms. Loggins:

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2023 VOCA Continuation Base and Comp Advocate funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

County: Augusta-Richmond

Implementing Prosecuting Attorney: Solicitor-General Omeeka Loggins

Grant Period: October 1, 2022 through September 30, 2023

Peter J. Skandalakis

Allocation 1 (Base Funds):

Base Federal Funds: \$61,710

Base Waived Match Funds: \$15,428 CJCC Sub-Grant Number: C22-8-076

Federal Grant Number: 15POVC-22-GG-00691-A

CFDA Number: 16.575

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 27, 2023.** If you have any questions, please contact Sarai Leonides-Medina (sleonides@pacga.org) or at (770) 282-6290.

Sincerely,

Peter J. Skandalakis Executive Director

Prosecuting Attorneys' Council of Georgia



#### **Public Safety- Committee Meeting**

Meeting Date: 01/31/2023

Motion to approve the acceptance Second Amendment to Inmate Health Care Services Contract

**Department:** Richmond County Sheriff's Office

**Presenter:** N/A

**Caption:** Motion to approve the acceptance the Second Amendment to the Inmate

**Health Care Services Contract** 

Background:

Since pre-consolidation, the Richmond County Jail has provided a medical contract

for inmates. In December 2010, the Richmond County Sheriff's Office entered into a contract agreement with Correct Care Solutions. Since 2010, the Sheriff's Office has experience changes in inmate population, medical cost increase, and has

removed Blue Cross/ Blue Shield from the billing process.

On October 12, 2018, the evaluation team rated the qualified vendors that submitted bids and discussions included, inmate medical cost per day, staffing and benefits, and litigation. In conclusion, WELLPATH formally known as Correct Care

Solutions was ranked as the most qualified vendor.

The Sheriff's Office is requesting the approval for an amendment to the inmate

health care contract.

**Analysis:** The Inmate Health Care Services Contract requires a signed amendment

when any changes are made to the contract. The vendor has increased the

cost due to staffing changes.

**Financial Impact:** Funding amount was included in the proposed budget

**Alternatives:** N/A

**Recommendation:** Approval of the contract

Funds are available in the following accounts:

e in 273032511-5317711

REVIEWED AND APPROVED BY:

N/A



December 5, 2022

Richard Roundtree, Sheriff Richmond County Sheriff's Office Charles B. Webster Detention Center 1941 Phinizy Road Augusta, GA 30906

Re: 2023 Renewal of the Agreement for Inmate Health Care Services

**Greetings, Sheriff Roundtree:** 

I hope this letter finds you well. Wellpath is pleased to be your provider for inmate health care services, and we are excited to move into another year of delivering quality healthcare at Richmond County.

#### **Contract Renewal**

The initial term of our contract will end December 31, 2022. Per Section 9.0 of our agreement, Wellpath would like to offer an extension of one year, beginning January 1, 2023, through December 31, 2023.

#### **Annual Compensation Adjustment**

Under normal circumstances, Wellpath would request an increase in compensation consistent with the Medical Care Services Consumer Price Index for all Urban Consumers, currently 3.5% for April 2022.

In typical years, the change in CPI would reasonably reflect the increases in our costs. However, this is not a typical year. As you are aware, we are experiencing a once-in-a-generation staffing crisis in healthcare. Driven by one-time bonuses and supplemental wages, the cost of nurses and other healthcare professionals, which represent some 60% of our total costs, have increased at rates many times the CPI for Medical Care Services.

Across many markets, temporary agencies and nurse travel companies have bid hourly rates, in some cases exceeding \$100 per hour. As we noted in our September 24<sup>th</sup> letter to you requesting consideration for ARPA funding, these rates have been driven, in part, by the \$178 billion Provider Relief Funds provided to acute care hospitals. This enormous subsidy allowed hospitals to pay ever-increasing rates, making it hard to recruit and retain quality staff, resulting in significantly higher turnover and staffing vacancies in Richmond County and across the country. As a condition of receiving these funds, hospitals are prohibited from passing these costs to consumers (the "C" in CPI), so none of these costs have been incorporated into the Medical Services CPI, which has been running at historically low rates over the past year, while overall CPI and inflation are at 40-year highs.

#### **Actions We Have Already Taken**

From the beginning of the Covid-19 pandemic, Wellpath has taken extraordinary steps to keep our people, partners, and patients safe and to reduce the impact on staff retention. In 2020, we invested more than \$40 million in unreimbursed funds on PPE, testing, and supplemental wages and bonuses. In 2021, we committed to investing another \$40 million in supplemental wages, sign-on bonuses, and retention bonuses to mitigate the impact of the current healthcare staffing crisis on our patients, people, and partners. In addition to supplemental wages and bonuses, we are making sizable investments in enhanced systems and people to improve efficiency and better support our healthcare





teams. This includes identifying opportunities to use alternate staffing models and telehealth to reduce the need for hard-to-find nurses.

We have made these investments without expectation of reimbursement to "stop the bleeding," the way medical professionals are trained to do. This is, however, not a long-term solution. Wellpath cannot continue to deliver high-quality services while paying market wage rates that exceed what our partners pay us. Therefore, for the 2023 renewal, we request a modification to our standard price adjustment. First, we propose to apply a standard 4.0% CPI adjustment to non-staffing costs, including off-site costs, pharmacy, insurance, and on-site medical expenses, an increase of \$87,651 per year, or \$7,304.25 per month.

#### **Staff Wage Increases**

Second, we request an increase of \$315,325 to cover increases in compensation to our healthcare staff.

One hundred percent of this increase would be used to provide wage increases for our staff to mitigate the extraordinary effects of the staffing crisis described above. These increased dollars are critical to the continued success of our program and will ensure our staff wage rates remain competitive with the local healthcare market. This adjustment will strengthen our ability to retain and support a stable, competent staff providing consistent patient care at Richmond County.

We understand this is a substantial request, therefore, we have provided a table summarizing the proposed wage increase by staff position and the annualized cost to implement the increase.

| Position |       | FTEs  | Wage Increase<br>Amount | Annual Cost |
|----------|-------|-------|-------------------------|-------------|
| RN       |       | 6.20  | \$9.89                  | \$174,076   |
| LPN      |       | 17.90 | \$1.47                  | \$74,700    |
| CMA/CNA  |       | 3.80  | \$3.59                  | \$38,728    |
| MHP      |       | 2.00  | \$4.90                  | \$27,821    |
|          | Total | 29.90 |                         | \$315,325   |

#### **Staffing Reimbursements**

As requested, Wellpath agrees to reimburse the County at 100% of the average hourly rate for any position that has remained unfilled for more than forty-five (45) days. This reconciliation shall occur monthly.

The addition of staffing reimbursements will increase the contract price \$50,000 annually.

#### **Comprehensive Total for Contract Year 2022 – 2023**

As shown in the following table, the total proposed increase to our contract would be \$452,976 per year, or \$37,748 per month, beginning on January 1, 2023, through December 31, 2023. We forecast this increase will be sufficient to address the challenges we face through the next twelve months. As labor supply and demand begin to balance over the next year, we do not expect labor costs to continue to rise at these levels. However, given the recent 8.6% increase in the overall inflation rate, we do not believe they will return to pre-pandemic levels either, which may affect the pricing of future renewals and amendments.





|  | Annual Amount  | Monthly      |
|--|----------------|--------------|
| Current Compensation through 12/31/2022      | \$5,997,536.00 | \$499,794.67 |
| 4% Adjustment to Non-Staffing Costs          | \$87,651.00    | \$7,304.25   |
| Staffing Wage Increases                      | \$315,325.00   | \$26,277.08  |
| Staffing Reimbursements Cost                 | \$50,000.00    | \$4,166.67   |
| Total Proposed Increase                      | \$452,976.00   | \$37,748.00  |
| Total Compensation for 1/1/2023 - 12/31/2023 | \$6,450,512.00 | \$537,542.67 |

If the County accepts the terms proposed, please sign below, and email a signed copy to Rosie Wuerfel, Retention Specialist, at *TWuerfel@wellpath.us*. Upon receiving the signed proposal, our Legal Department will draft a formal contract amendment and route it to the appropriate County individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through the end of the contract period.

We appreciate the relationship we have established over the years and look forward to continued success. Please do not hesitate to contact me at 615-476-4576, or Heather Miller, Regional Director of Operations, at 678-650-5451, with any questions or concerns.

Sincerely,

June Nwabara

Regional Vice President

Cc: Heather Miller, Regional Director of Operations Kelly Pribble, Vice President of Partner Services Adolfo Cisnero, Senior Director, Contract Retention

June J. Wabara

The undersigned is authorized by Richmond County to accept the above terms:

**Authorized Richmond County Representative** 

<u>/2.86.2</u>2 Date Signed

Sheriff

Print Name

Title

# SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT AUGUSTA, GEORGIA (Effective January 1, 2023)

This Second Amendment, effective January 1, 2023 (this "Amendment"), to the Agreement for Inmate Health Care Services at the Richmond County Jail, dated June 1, 2019 and First Amendment to the Agreement for Inmate Health Care Services at the Richmond County Jail, dated June 1, 2021 (the "Agreement") is by and between Wellpath LLC ("Wellpath") and Augusta, Georgia ("Augusta").

**WHEREAS,** the Parties agree to renew the Agreement for a one year period, beginning January 1, 2023; and

WHEREAS, the Parties agree to a 4% increase to Non-Staffing Costs; and

WHEREAS, the Parties agree to a total Staffing Wage increase of \$315,325.00; and

**WHEREAS**, the Parties agree to an increased contract price of \$50,000 annually in exchange for the agreement that Wellpath reimburse the County at 100% of the average hourly rate for any position that has remained unfilled for more than forty-five (45) days.

**WHEREAS,** in accordance with Section 11.16, the Parties desire to amend the Agreement to memorialize such changes.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CCS agree as follows:

- 1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
- 2. **ENACT RENEWAL OPTION IN SECTION 9.0 OF THE AGREEMENT.** The Parties wish to renew the agreement for one year beginning on January 1, 2023.
- 3. **AMENDMENT TO SECTION 8.0 OF THE AGREEMENT.** This Agreement shall be amended by adding the following:

For the year January 1, 2023 to December 31, 2023, the base amount for the year will be \$6,450,512.00 annually, to be paid in equal monthly installments of \$537,542.67 and subject to any reconciliations as set forth below or in the Agreement dated June 1, 2019. Each monthly payment is to be paid by Augusta to Wellpath before or on the 1<sup>st</sup> day of the month of service.

4. **AMENDMENT TO ARTICLE VIII OF THE AGREEMENT.** This Agreement shall be amended by adding the following section:

- 8.3. MONTHLY RECONCILIATION. Wellpath shall reimburse the County at 100% of the average hourly rate for any position that has remained unfilled for more than forty-five (45) days. This reconciliation shall occur monthly.
- 5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
- 6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
- 7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

#### [SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

#### AGREED TO AND ACCEPTED AS STATED ABOVE:

| Augusta, Georgia | Wellpath LLC                         |
|------------------|--------------------------------------|
| By:              | By: Lindy Watson                     |
| Name:            | Name: Cindy Watson                   |
| Title:           | Title: President, Local Govt. Health |

Page 2 of 2



#### **Public Safety-Committee Meetings**

Meeting Date: January 31, 2023

Motion to approve the purchase of 400 Tasers for the Richmond County Sheriff's Office.

**Department:** Richmond County Sheriff's Office

**Presenter:** N/A

**Caption:** Motion to approve the purchase of 400 Tasers for the Richmond County

Sheriff's Office.

**Background:** The Richmond County Sheriff's Office implemented the Taser program10

years ago. The current Taser is phasing out and Law Enforcement

Departments will soon be required to use the Taser 7. The Richmond County Sheriff's Office is required to use the specialize Taser and the agency is phasing into Taser 7 which will require the purchase of 400 Tasers.

**Analysis:** Funding was approved for the 2023 budget year

273032110-5316210

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** Approve the Purchase of 400 Tasers for the Richmond County Sheriff's

Office

N/A

Funds are available in

the following accounts:

**REVIEWED AND** 

**APPROVED BY:** 

Item 4. RTMENT NAME TMENT NUMBER

DEPARTMENTHEAD

13032110 - 5314210 **AUGUSTA-RICHMOND COUNTY GEORGIA PURCHASING DEPARTMENT** 

Quartermaster

REQUISITION

REQUISITION

REQUISITION DATE

January 23, 2023

PURCHASE ORDER DATE PURCHASE ORDER NUMBER

| TASER 7 HANDLE, YLW, HIGH   TASER EVIDENCE.COM ACCESS LICENSE   TASER T HANDLE, YLW, HIGH   TASER EVIDENCE.COM ACCESS LICENSE   TASER T HANDLE, YLW, HIGH   TASER EVIDENCE.COM ACCESS LICENSE   TASER T HANDLE, YLW, HIGH   TASER EVIDENCE.COM ACCESS LICENSE   TASER T HANDLE, YLW, HIGH   TASER T HANDLE, YLW, HIGH   TASER EVIDENCE.COM ACCESS LICENSE   TEM #20088   TEM #2 |                        |
|--|------------------------|
| VENDOR   PHONE NUMBER   PHONE NUMB | 920                    |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20248  TASER 8VIDENCE.COM ACCESS LICENSE  ITEM #20008  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #70033  WALL MOUNT BRACKET, ASSY,  EVIDENCE.COM DOCK  | \$207.888.00           |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20008  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #2008  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20008  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20018  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20008  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20248  TASER T HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #70033  WALL MOUNT BRACKET, ASSY,   |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20248  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20008  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20248  |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20008  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20008  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  TASER T HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  |                        |
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| VENDOR   VENDOR   VENDOR   VENDOR   VENDOR   VENDOR   VENDOR   PHONE N   P |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20008  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R  ITEM #20008  TASER 7 HANDLE, YLW, HIGH  4  TASER 7 HANDLE, YLW, HIGH  4  TASER 7 HANDLE, YLW, HIGH   |                        |
| VENDOR   VENDOR   VENDOR   VENDOR   VENDOR   VENDOR   PHONE N    |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  ITEM #20008  TASER 7 HANDLE, YLW, HIGH  VISIBILITY (GREEN LASER), CLASS 3R   |                        |
| VENDOR   VENDOR   PHONE N   PHONE  |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  4  ITEM #20008   |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  ITEM #20018  TASER 7 BATTERY PACK, TACTICAL  ITEM #20248  TASER EVIDENCE.COM ACCESS LICENSE  4  |                        |
| VENDOR   VENDOR   PHONE N   QUOTED   |                        |
| VENDOR   VENDOR   PHONE N   QUOTED   |                        |
| VENDOR   VENDOR   PHONE N   QUOTED   |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200  TASER 7 6-BAY DOCK AND CORE  |                        |
| DESCRIPTION  2021 Taser 7 Basic Bundle  Dynamic Bundle  BUNDLE SCALER  ITEM #74200   |                        |
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| DESCRIPTION  DESCRIPTION  DESCRIPTION  2021 Taser 7 Basic Bundle   | 207888.0000 207,888.00 |
| DESCRIPTION  VENDOR PHONE N QUOTED   |                        |
|  | UNIT PRICE TOTAL PRICE |
| VENDOR PHONE NUMBER  | Julian Brown           |
| VENDOR   | 800-978-2737           |
|  | AXON ENTERPRISES       |
|  | NAME OF BIDDER         |

CHESTER'S NON-COMMERCIAL PRINTERS

Item 4. TMENT NUMBER TMENT NAME

Quartermaster

DEPARTMENT HEAD

-5316210 REQUISITION **AUGUSTA-RICHMOND COUNTY GEORGIA PURCHASING DEPARTMENT** 

REQUISITION

January 23, 2023

REQUISITION DATE

PURCHASE ORDER DATE PURCHASE ORDER NUMBER

| TAME   DESCRIPTION   DESCRIP   |      |  |              | NAME OF    | ב BIDDER    | NAME OF    | BIDDER      | NAME OF    | RIDDER      |
|--|------|--|--------------|------------|-------------|------------|-------------|------------|-------------|
| Profession   Pro   |      |  | VENDOR       | AXON ENT   | ERPRISES    |            | ממסרי       | Salit Co   | מוסטבוי     |
| DOUTIEDRY   DUMINTY   DUMINT BROWN   DUMINT PRICE   TOTAL PRICE   DUMIT PRICE   TOTAL PRICE   DUMIT PRICE   DUMI   |      |  | PHONE NUMBER | 800-97     | 8-2737      |            |             |            |             |
| 19   DESCRIPTION   DUNT PRICE   DOTAL PRICE   DUNT PRI    |      |  | QUOTED BY    | Julian     | Brown       |            |             |            |             |
| 199 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0   | NO N |  | QUANTITY     | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| MER POWER CORD FOR ABS   4   0.00   0.00   21-BAY / 6-BAY DOCK   21-BAY / 6-BAY DOCK   0.00   | _    | ITEM #71019                              |              |            | 0.00        |            | 0.00        |            | 0           |
| 21-BAY/6-BAY DOCK  87  ARGET, CONDUCTIVE,  6  6  0.00  ONAL (RUGGEDIZED)  90  PAME, PROFESSIONAL,  6  0.00  ANITY, TASER 7 SIX BAY DOCK  2ANITY, TASER 7 HANDLE  90  CARRIER  50  CARRIER  50  50  CAR | 2    | CORD FOR                                 | 4            |            | 0.00        |            | 0.00        |            | 0           |
| 87   | ω    | 8-BAY, AB2 1-BAY / 6-BAY DOCK            |              |            | 0.00        |            | 0.00        |            |             |
| ARGET, CONDUCTIVE, 6 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0  | 4    | ITEM #80087                              |              |            | 0.00        |            | 0.00        |            |             |
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| 90 00 00 00 00 00 00 00 00 00 00 00 00 0   | 6    | PROFESSIONAL (RUGGEDIZED)                |              |            | 0.00        |            | 0.00        |            |             |
| RAME, PROFESSIONAL, 6 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0   | 7    | ITEM #80090                              |              |            | 0.00        |            | 0.00        |            |             |
| 15 IN., TASER 7 SIX BAY DOCK 4.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0  | ω    |  | o            |            | 0.00        |            | 0.00        |            |             |
| 96 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.   | 9    | TASER                                    |              |            | 0.00        |            | 0.00        |            |             |
| QANITY, TASER 7 SIX BAY DOCK       4       0.00       0.00       0.00       0.00         74       0.00       <  | 10   | ITEM #80396                              |              |            | 0.00        |            | 0.00        |            |             |
| 74   | 11   | TASER 7                                  | 4            |            | 0.00        |            | 0.00        |            |             |
| 3ANTY, TASER 7 BATTERY PACK       480       0.00       0.00       0.00         95       400       0.00       0.00       0.00         95       13       0.00       0.00       0.00         60       0.00       0.00       0.00       0.00         10LSTER - SAFARILAND,       380       0.00       0.00       0.00         CARRIER       380       0.00       0.00       0.00       0.00         CARRIER       0.00       0.00       0.00       0.00       0.00       0.00         \$0.00       50.00         | 12   | ITEM #80374                              |              |            | 0.00        |            | 0.00        |            |             |
| 95 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.   | 13   | TASER 7                                  | 480          |            | 0.00        |            | 0.00        |            |             |
| RANTY, TASER 7 HANDLE       400       0.00       0.00       0.00       9.00       9.00       9.00       0.00       0.00       9.00       9.00       0.00        0.00 <t< td=""><td>14</td><td>ITEM #80395</td><td></td><td></td><td>0.00</td><td></td><td>0.00</td><td></td><td></td></t<>   | 14   | ITEM #80395                              |              |            | 0.00        |            | 0.00        |            |             |
| 95 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.   | 15   | TASER 7                                  | 400          |            | 0.00        |            | 0.00        |            |             |
| RANTY, TASER 7 HANDLE       13       0.00   | 16   | ITEM #80395                              |              |            | 0.00        |            | 0.00        |            |             |
| 60       0.00       <   | 17   |  | 13           |            | 0.00        |            | 0.00        |            |             |
| IOLSTER - SAFARILAND,       380       0.00 <td< td=""><td>₫</td><td>ITEM #20160</td><td></td><td></td><td>0.00</td><td></td><td>0.00</td><td></td><td></td></td<>   | ₫    | ITEM #20160                              |              |            | 0.00        |            | 0.00        |            |             |
| CARRIER       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       \$0.00        \$0.00       \$0.00       \$0.00        \$0.00       \$0.00       \$0.00        \$0.00       \$0.00       \$0.00    | 19   | l i                                      | 380          |            | 0.00        |            | 0.00        |            |             |
| ## RECEIPT OF PURCHASE ORDER 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.   | 20   | RH+CART CARRIER                          |              |            | 0.00        |            | 0.00        |            |             |
| ## \$0.00 \$0.00 \$0.00 ## \$0.00 ## \$0.00 ## \$0.00 ## \$0.00 ## \$0.00 ## \$0.00 ## \$0.00 ## \$0.00 ## \$0.00 ## \$0.00  | 21   |  |              |            | 0.00        |            | 0.00        |            |             |
| SHIPPING CHARGES  DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER   | ТОТА | AL BID                                   |              |            | \$0.00      |            | \$0.00      |            | \$0         |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER   | SHIP | PING CHARGES                             |              |            |             |            |             |            |             |
|  | DELI | VERY TIME FROM RECEIPT OF PURCHASE ORDER |              |            |             |            |             |            |             |

RTMENT NUMBER RTMENT NAME

Item 4.

DEPARTMENT HEAD

Quartermaster

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT REQUIS

REQUISITION

January 23, 2023

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

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|                        |                |                |                  |            |              | SHIPPING CHARGES                  | SHIPPI      |
|------------------------|----------------|----------------|------------------|------------|--------------|-----------------------------------|-------------|
| \$0.00                 | \$0.00         |                | \$0.00           |            |              | LBID                              | TOTAL BID   |
| 0.00                   | 0.00           |                | 0.00             |            |              | CARTRIDGE STANDOFF NS             | 21          |
| 0.00                   | 0.00           |                | 0.00             |            | 400          | TASER 7 HOOK-AND-LOOP TRN (HALT)  | 20 7        |
| 0.00                   | 0.00           |                | 0.00             |            |              | ITEM #22177                       | 19          |
| 0.00                   | 0.00           |                | 0.00             |            |              | (3.5-DEGREE) NS                   | 18 (        |
| 0.00                   | 0.00           |                | 0.00             |            | 600          | TASER 7 LIVE CARTRIDGE, STANDOFF  | 17 7        |
| 0.00                   | 0.00           |                | 0.00             |            |              | ITEM #22175                       | 16 T        |
| 0.00                   | 0.00           |                | 0.00             |            |              | (3.5-DEGREE) NS                   | 15          |
| 0.00                   | 0.00           |                | 0.00             |            | 10           | TASER 7 INERT CARTRIDGE, STANDOFF | 14          |
| 0.00                   | 0.00           |                | 0.00             |            |              | ITEM #22179                       | 13          |
| 0.00                   | 0.00           |                | 0.00             |            |              | CARTRIDGE, CLOSE QUART NS         | 12 (        |
| 0.00                   | 0.00           |                | 0.00             |            | 400          | TASER 7 HOOK-AND-LOOP TRN (HALT)  | 1           |
| 0.00                   | 0.00           |                | 0.00             |            |              | ITEM #22178                       | 10 <b>I</b> |
| 0.00                   | 0.00           |                | 0.00             |            |              | QUARTERS (12-DEGREE) NS           | 9           |
| 0.00                   | 0.00           |                | 0.00             |            | 10           | TASER 7 INERT CARTRIDGE, CLOSE    | 8           |
| 0.00                   | 0.00           |                | 0.00             |            |              | ITEM #22181                       | 7 1         |
| 0.00                   | 0.00           |                | 0.00             |            |              | QUARTERS (12-DEGREE) NS           | 6           |
| 0.00                   | 0.00           |                | 0.00             |            | 600          | TASER 7 LIVE CARTRIDGE, CLOSE     | 5           |
| 0.00                   | 0.00           |                | 0.00             |            |              | ITEM #22176                       | 4           |
| 0.00                   | 0.00           |                | 0.00             |            |              | LH+CART CARRIER                   | з<br>Е      |
| 0.00                   | 0.00           |                | 0.00             |            | 20           | TASER 7 HOLSTER - SAFARILAND,     | 22          |
| 0.00                   | 0.00           |                | 0.00             |            |              | ITEM #20161                       | <u></u>     |
| UNIT PRICE TOTAL PRICE | TOTAL PRICE    | UNIT PRICE     | TOTAL PRICE      | UNIT PRICE | QUANTITY     | DESCRIPTION                       | NO NEW      |
|                        |                |                | Julian Brown     | Julian     | QUOTED BY    |                                   |             |
|                        |                |                | 800-978-2737     | 800-97     | PHONE NUMBER |                                   |             |
|                        |                | 147 141        | AXON ENTERPRISES | AXON ENT   | VENDOR       |                                   |             |
| NAME OF BIDDER         | NAME OF BIDDER | NAME OF BIDDER | NAME OF BIDDER   | NAME O     |              |                                   |             |

Item 4. RTMENT NUMBER TMENT NAME

Quartermaster

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT REQUIS

REQUISITION

REQUISITION

REQUISITION DATE

PURCHASE ORDER NUMBER

January 23, 2023

DEPARTMENT HEAD NO EM DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER SHIPPING CHARGES TOTAL BID 20 19 8 HOOK-AND-LOOP TRAINING (HALT) SUIT ITEM #20050 TASER INSTRUCTOR COURSE VOUCHER ITEM #20120 CEW STARTER ITEM #85147 DESCRIPTION QUOTED BY PHONE NUMBER /ENDOR QUANTITY UNIT PRICE AXON ENTERPRISES 800-978-2737 NAME OF BIDDER Julian Brown TOTAL PRICE \$0.00 PURCHASE ORDER DATE UNIT PRICE NAME OF BIDDER TOTAL PRICE 0.00 **UNIT PRICE** NAME OF BIDDER TOTAL PRICE \$0.00 0.00

12 \_ 6 9 ထ 7 O S 4 ω N

CHESTER'S NON-COMMERCIAL PRINTERS

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17 6 5 4 13



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-438855-44883.640JB

Issued: 11/18/2022

Quote Expiration:1/27/2023

EST Contract Start Date: 01/15/2023 Account Number: 325652

Payment Terms: N30 Delivery Method:

| SHIP TO   | BILL TO   |
|---|---|
| 400 Walton Way<br>400 Walton Way<br>Augusta, GA 30901-2438<br>USA | Richmond County Sheriff's Office - GA<br>535 Telfair Street Building 1000<br>Augusta, GA 30901<br>USA<br>Email: |

| SALES REPRESENTATIVE    | PRIMARY CONTACT             |
|-------------------------|-----------------------------|
| Julian Brown            | Sheila White                |
| Phone: +1 4047715005    | Phone: (706) 821-1475       |
| Email: jbrown@taser.com | Email: swhite@augustaga.gov |
| Fax: (480) 999-6155     | Fax: (706) 821-1064         |
| ,                       |                             |
|                         |                             |

| CHECK WICH             | Company of the A |
|------------------------|------------------|
| Program Length         |                  |
| TOTAL COST             | \$207,888.00     |
| ESTIMATED TOTAL W/ TAX | \$207,888.00     |

| Section 1          | A CONTRACTOR OF THE PARTY OF TH |
|--------------------|--|
| Bundle Savings     | \$29,432.21  |
| Additional Savings |  |
| TOTAL SAVINGS      | \$29,43 <mark>2.21</mark>  |

| PLAN NAME | INVOICE DATE | AMOUNT DUE   |
|-----------|--------------|--------------|
| 'ear 1    | Jan, 2023    | \$207,888.00 |
|           |              |              |
|           |              |              |

Q-438855-44883.640JB

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#### **Quote Details**

| Bundle Summar | у                         | THE RESIDENCE OF THE PARTY OF T |
|---------------|---------------------------|--|
| Item          | Description               | QTY  |
| T7Basic       | 2021 Taser 7 Basic Bundle | 400  |
| DynamicBundle | Dynamic Bundle            | 1  |

| Bundle: 2021 Taser 7 Basic Bun | dle Quantit | y: 400 Start: 1/15/2023                                      |     |
|--------------------------------|-------------|--|-----|
| Category                       | Item        | Description  | QTY |
| Bundle Scaler                  | 999999      | BUNDLE SCALER  | 1   |
| Dock & Warranty Bundle         | 74200       | TASER 7 6-BAY DOCK AND CORE                                  | 4   |
| Battery & Warranty Bundle      | 20018       | TASER 7 BATTERY PACK, TACTICAL                               | 480 |
| Handle License                 | 20248       | TASER EVIDENCE.COM ACCESS LICENSE                            | 400 |
| Handle & Warranty Bundle       | 20008       | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 400 |
| Spare Handle & Warranty Bundle | 20008       | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 13  |
| Admin License                  | 20248       | TASER EVIDENCE.COM ACCESS LICENSE                            | 8   |
| Dock Mount                     | 70033       | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 4   |
| Dock Power Cord                | 71019       | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 4   |
| Taser 7 Target                 | 80087       | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)        | 6   |
| Taser 7 Target Frame           | 80090       | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7       | 6   |
| Other                          | 80396       | EXT WARRANTY, TASER 7 SIX BAY DOCK                           | 4   |
| Other                          | 80374       | EXT WARRANTY, TASER 7 BATTERY PACK                           | 480 |
| Other                          | 80395       | EXT WARRANTY, TASER 7 HANDLE                                 | 400 |
| Other                          | 80395       | EXT WARRANTY, TASER 7 HANDLE                                 | 13  |
| Holsters                       | 20160       | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER                | 380 |
| Holsters                       | 20161       | TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER                | 20  |

| Category | Item  | Description  | QTY |
|----------|-------|--|-----|
| Other    | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      | 600 |
| Other    | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS     | 10  |
| Other    | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 400 |
| Other    | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS          | 10  |
| Other    | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS           | 600 |
| Other    | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS    | 400 |

2 Q-438855-44883.640JB

| Other | 85147 | CEW STARTER                        | 1111 |
|-------|-------|------------------------------------|------|
| Other | 20120 | TASER INSTRUCTOR COURSE VOUCHER    | 4    |
| Other | 20050 | HOOK-AND-LOOP TRAINING (HALT) SUIT | 1    |

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.

Q-438855-44883.640JB



# Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

| Vendor:       | AXO        | N ENTERPRISES, INC.   | E-Verify Number:                                 |                     | 85490                                      |
|---------------|------------|---|--|---------------------|--|
| Commodity:    | TAS        | SERS & ATTACHMENTS  |  |                     |  |
| Estimated an  | nual expen | diture for the above commodity  | or service:                                      | \$                  | 207,888.00                                 |
| justification | and suppor | w that apply to the proposed of documentation as directed in vices requested).                              | purchase. Attach a meminitialed entry. (More tha | orandum<br>n one en | containing complete try will apply to most |
| X             | 1.         | SOLE SOURCE REQUEST IS<br>THERE ARE NO REGIONAL<br>certification that no regional distr                     | AL DISTRIBUTORS. (A                              | ttach the           | manufacturer's written                     |
|               | 2.         | SOLE SOURCE REQUEST DISTRIBUTOR OF THE ORI manufacturer's — not the dist distributors. Item no. 4 also must | GINAL MANUFACTURI<br>ributor's — written certif  | ER OR I             | PROVIDER. (Attach the                      |
|               | 3.         | THE PARTS/EQUIPMENT ARI<br>ANOTHER MANUFACTURER   |  |                     | TH SIMILAR PARTS OF                        |
| X             | 4.         | THIS IS THE ONLY KNOWN I<br>NEEDS OF THIS DEPARTME<br>memorandum with details of spec                       | NT OR PERFORM THE                                | INTEND              |  |
|               | 5.         | THE PARTS/EQUIPMENT A STANDARDIZATION. (Attach  |  |                     |  |
|               | 6.         | NONE OF THE ABOVE APPL<br>FOR THIS SOLE SOURCE REQ  |  |                     |  |
|               |            | sts that competitive procurement<br>al described in this sole source j                                      |  |                     |  |
| Name:         | CAPT. SH   | EILA B. WHITE Departme  | ent: SHERIFF                                     | -                   | Date: 01/23/23                             |
| Department :  | Head Signa | ature:  | chi  | ======              | Date: 1/11/23                              |
| Approval Aı   | ithority:  | /   |  |                     | Date:                                      |
| Administrato  | or Approva | : (required – not required)   |  |                     | Date:                                      |

**COMMENTS:** 



# RICHMOND COUNTY SHERIFF'S OFFICE



# **Sheriff Richard Roundtree**

Law Enforcement Center 400 Walton Way Augusta, GA 30901 Phone: 706.821.1000 Fax: 706.821.1064

To: Procurement Department

From: Captain Sheila B. White 🏃

Date: January 23, 2023

Re: Sole Source Justification Item 4: Specialized Function or Application

AXON ENTERPRISES, INC are the sole suppliers of TASERS and all attachments, see manufacturer's certification for full listing. TASER is patented by AXON ENTERPRISES, INC and at this time there are no other manufacturers who produce TASERS or their attachments.



#### 1/7/2023

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AR, CA, CT, DE, FL, GA, HI, IA IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

#### **TASER Energy Weapon Descriptions**

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- · Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

#### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger



down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

Compatible with 12-degree TASER 7 Cartridges only

#### X2 Energy Weapon

- Multiple-shot energy weapon
- · High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- · Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger
  down will continue the discharge beyond the standard cycle (except when used with
  an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by
  placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

#### X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- · Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

#### Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends



a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **TASER Brand Energy Weapon Model Numbers**

- 1. Energy Weapons:
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
- Optional Extended Warranties for energy weapons:
  - TASER 7 4-year extended warranty, item number 20040
  - X2 4-year extended warranty, item number 22014
  - X26P 2-year extended warranty, item number 11008
  - X26P 4-year extended warranty, item number 11004
- TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 22175
  - Close Quarter cartridge, 12 degrees, Model 22176
  - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
  - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
  - Inert cartridge, 3.5 degrees, Model 22179
  - Inert cartridge, 12 degrees, Model 22181
- 4. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22188
  - 21-foot Model: 22189
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 22190
- 5. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22184
  - 25-foot Model: 22185
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
- 6. Power Modules (Battery Packs) for TASER 7 energy weapons:
  - Tactical battery pack Model 20018
  - Compact battery pack Model 22019
  - Non-Rechargeable battery pack Model 22020
  - Disconnect battery pack Model 20027
- 7. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.



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- TASER CAM HD replacement battery Model: 26764
- TASER CAM HD Download Kit Model: 26762
- TASER CAM HD optional 4-year extended warranty, item number 26763
- 8. Power Modules (Battery Packs) for X26P and X2 energy weapons:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116
- 9. TASER 7 Dock:
  - TASER 7 Dock Core and Multi-bay Module: 74200
  - TASER 7 Dock Core and Single-bay Module: 74201
  - TASER 7 Dock Single Bay Dataport: 74208
- 10. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 12. Energy Weapon Holsters:
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
  - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
  - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
  - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
- 13. TASER Simulation Suit II Model 44550
- 14. HALT Suit Model: 20050
- 15. TASER 7 conductive target Model: 80087
- 16. TASER 7 Target Frame Model: 80090

#### **TASER 7 Warranties**

- 1. Tactical Battery Pack Model 20041
- 2. TASER 7 Dock and Core Warranty Model: 20042



3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

#### **TASER Product Packages**

- Officer Safety Plan: Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
- Officer Safety Plan 7: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
- 3. Officer Safety Plan 7 Plus: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
- 4. Officer Safety Plan 7 Plus Premium: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
- 5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
- 6. TASER Assurance Plan (TAP): Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
- 7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
- TASER Certification Add-On: Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
- TASER 7 Certification with Virtual Reality (VR): Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
- 10. **TASER 60**: Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.
- 11. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
- 12. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.



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Decide to the

- 13. TASER 7 Close Quarters Dock Plan: Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
- 14. Axon Core: Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
- 15. Axon Core+: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
- 16. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
- 17. Corrections Post OSP: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

| SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS Choose an item. | SOLE AUTHORIZED REPAIR FACILITY<br>FOR TASER BRAND ENERGY WEAPON<br>PRODUCTS |
|--|--|
| Axon Enterprise, Inc.  | Axon Enterprise, Inc.  |
| 17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255                             | 17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255                       |
| Phone: 800-978-2737  | Phone: 800-978-2737  |
| Fax: 480-991-0791  | Fax: 480-991-0791  |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely.

Josh Isner

Chief Operating Officer Axon Enterprise, Inc.

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Meeting Date: January 31, 2023

Fire Truck Accidents

**Department:** N/A

**Presenter:** N/A

**Caption:** Discuss the two fire truck accidents that happened within a week's time.

(Requested by Commissioner Catherine McKnight)

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

N/A

the following accounts:

**REVIEWED AND** 

From:

Commissioner Catherine Smith-McKnight

Sent:

Wednesday, January 25, 2023 11:01 AM

To:

Lena Bonner; Brandon Garrett; Commissioner Alvin D. Mason; Commissioner Bobby

Williams

Subject:

Fire Trucks

Good Morning,

Please put on Public Safety Committee to discuss the two fire truck accidents that happened within a week's time.

Respectfully,

Commissioner McKnight

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Meeting Date: January 31, 2023

Two Accidents in Fire Department

**Department:** N/A

**Presenter:** N/A

Caption: Discussion/update on the two accidents last week from the Augusta Fire

Department. (Requested by Commissioner Alvin Mason)

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

N/A

the following accounts:

**REVIEWED AND** 

From:

Commissioner Alvin D. Mason

Sent:

Tuesday, January 24, 2023 5:34 PM

To:

Lena Bonner; Catherine McKnight; Commissioner Brandon Garrett; Commissioner Bobby

Williams

Subject:

Public Safety Agenda Item

Good afternoon Ms. Bonner,

Please place on the agenda a discussion/update on the 2 accidents last week from the Augusta Fire Department . Thank you.

Alvin Mason Commissioner

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AED:104.1



Meeting Date: January 31, 2023

Plan of Action and Costs for State Emergency Ambulance Protocol

**Department:** N/A

**Presenter:** N/A

**Caption:** Provide plan of action and costs associated with the state emergency

ambulance protocol. (Requested by Mayor Pro Tem Brandon Garrett)

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

N/A

the following accounts:

**REVIEWED AND** 

From: Brandon Garrett <br/>bwgarrett@azaleaoutdoor.com>

Sent: Tuesday, January 24, 2023 5:25 PM

To: Lena Bonner; Commissioner Catherine Smith-McKnight

**Subject:** [EXTERNAL] Public Safety Agenda Item

Please provide plan of action and costs associated with the state emergency ambulance protocol.

In service,

Brandon Garrett Azalea Outdoor 706.836.6317

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Meeting Date: January 31, 2023

**QRV** Vehicles

**Department:** N/A

**Presenter:** N/A

Caption: Discuss options to utilize QRV vehicles in lieu of fire trucks. (Requested by

**Commissioner Wayne Guilfoyle)** 

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

N/A

the following accounts:

**REVIEWED AND** 

From:

Commissioner Wayne Guilfoyle

Sent:

Thursday, January 26, 2023 8:34 AM

To:

Lena Bonner

Subject:

Public safety committee agenda

Mrs. Bonner, please add this to the public safety agenda:

Discuss options to utilize the in house ambulances in leu of firetrucks.

Get Outlook for iOS

QRV vehicles

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Meeting Date: January 31, 2023

Minutes

**Department:** Clerk of Commission

**Presenter:** N/A

Caption: Motion to approve the minutes of the Public Safety Committee held on

January 9, 2023.

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 



Public Safety Committee Meeting Commission Chamber - 1/9/2023

#### ATTENDANCE:

Present: Hons. Garnett Johnson, Mayor; McKnight, Chairmn; Mason, Vice Chairman; Williams and Garrett, members.

#### **PUBLIC SAFETY**

**Motions** 

1. Motion to approve the Automatic Aid Agreement between Augusta, Georgia and Grovetown, Georgia and to authorize the Mayor to execute the appropriate documents.

Item Action: Approved

| Motion<br>Type | Motion Text                                 | Made By                         | Seconded By                 | Motion<br>Result |
|----------------|---|---------------------------------|-----------------------------|------------------|
| Approve        | Motion to approve.<br>Motion Passes<br>4-0. | Commissioner Brandon<br>Garrett | Commissioner Alvin<br>Mason | Passes           |

2. Motion to approve the Mutual Aid Agreement between Augusta, Georgia and Grovetown, Georgia and to authorize the Mayor to execute the appropriate documents.

Item
Action:
Approved

#### **Motions**

| Motion<br>Type | <b>Motion Text</b>                   | Made By                         | Seconded By                 | Motion<br>Result |
|----------------|--------------------------------------|---------------------------------|-----------------------------|------------------|
| Approve        | Motion to approve. Motion Passes 4-0 | Commissioner Brandon<br>Garrett | Commissioner Alvin<br>Mason | Passes           |

3. Approve the installation of a security system for Augusta's Land Mobile Radio System (LMRS) utilizing equipment purchased from A3 Communications as a sole source vendor.

Item
Action:
Approved

#### **Motions**

| Motion<br>Type | <b>Motion Text</b>                    | Made By                         | Seconded By                 | Motion<br>Result |
|----------------|---------------------------------------|---------------------------------|-----------------------------|------------------|
| Approve        | Motion to approve. Motion Passes 4-0. | Commissioner Brandon<br>Garrett | Commissioner Alvin<br>Mason | Passes           |

4. Approve upgrade for telephone services to provide remote connectivity to three (3) locations.

Item
Action:
Approved

| Motion<br>Type       |                                      | Made By  | Seconde            | d By                |                | Motion<br>Result | Item 9.               |
|----------------------|--------------------------------------|--|--------------------|---------------------|----------------|------------------|-----------------------|
| Approve              |                                      | Commissioner Bobby<br>Williams                     | Commiss<br>McKnigh | sioner Cathe<br>nt  | rine Smith-    | Passes           |                       |
| Motion to a          | approve the minutes of               | he Public Safety Committ                           | tee held on        | November            | 29, 2022.      |                  | Item Action: Approved |
| Motions              |                                      |  |                    |                     |                |                  |                       |
| Motion<br>Type       | Motion Text                          | Made By  | Se                 | conded By           |                | Motion<br>Result |                       |
| Approve              | Motion to approve Motion Passes 4-0. | Commissioner Brandon<br>Garrett                    |                    | ommissioner<br>ason | ·Alvin         | Passes           |                       |
| Motion to a          | approve the new COVII                | D-19 Policy.                                       |                    |                     |                |                  | Item Action: Approved |
| Motions              |                                      |  |                    |                     |                |                  |                       |
| Motion<br>Type       | Motion Text                          |  |                    | Made<br>By          | Seconded<br>By | Motion<br>Result |                       |
|                      |                                      | of the committee that this mmission with no recomm |                    |                     |                |                  |                       |
| Motion to procuremen | • •                                  | of VMware enterprise li                            | censing th         | rough TSA,          | , Inc. as a se | ole source       | Item Action: Approved |
| Motions              |                                      |  |                    |                     |                |                  |                       |
| Motion<br>Type       | Motion Text                          | Made By  | Se                 | conded By           |                | Motion<br>Result |                       |
| Approve              | Motion to approve Motion Passes      | Commissioner Bobby                                 |                    | ommissioner         | ·Alvin         | Passes           |                       |

**5.** 

6.

7.

| Motion<br>Type | Motion Text                                 | Made By                        | Seconded By                 | Motion<br>Result |
|----------------|---|--------------------------------|-----------------------------|------------------|
| Approve        | Motion to approve.<br>Motion Passes<br>4-0. | Commissioner Bobby<br>Williams | Commissioner Alvin<br>Mason | Passes           |

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