

MEMORANDUM

DATE: March 25, 2025

TO: ****ORIGINAL****
CITY CLERK

FROM: Alaina Knofla, Acting Procurement Manager
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20220014

CONTRACT TITLE: Public Safety Video Surveillance Equipment-Body
Cameras for the Police Department

VENDOR NAME: Axon Enterprise, Inc.

VENDOR ADDRESS: 17800 North 85th Street

CITY & STATE: Scottsdale, Arizona 85255

APPROVED BY COUNCIL:

March 24, 2025

CONTRACT TERM: 60 months valid through 12/14/2028

Please see the attached for (1) original contract for your records



CONTRACT AMENDMENT #7

This Amendment #7 ("Amendment #7") for the Public Safety Video Surveillance Equipment – Body Cameras for the Police Department under Contract #20220014 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #7 is fully executed.

Contractor's Full Legal Name:	Axon Enterprise, Inc.
Solicitation No./Event ID:	20220014
Solicitation Title/Event Name:	Public Safety Video Surveillance Equipment – Body Cameras for the Police Department
Contract Award Date:	12/1/2021
Initial Current Contract Term:	60 months
Current Contract Expiration Date:	10/31/2027
Requested Contract Expiration Date:	12/14/2028
Initial Contract Amount:	\$ 3,925,242.16
Current Contract Amended Amount:	\$ 11,532,014.09
Requested Financial Change Amount:	\$968,442.84
New Contract Amount:	\$12,500,456.93
Amendment No.:	#7
Amendment Type:	Terms Revision

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract # 20220014 are hereby incorporated and made a part of that Contract.

1. Amendment #7 is for the items, at the prices, outlined in Axon Quote #Q-650245-45649.674BR, attached hereto and incorporated herein.

To purchase Axon Taser add-on bundle w/tap and additional items.

The additional cost is as follows: \$968,442.84

The parties agree that the terms applicable to previous purchases between the parties, including those in Amendment #2, shall apply to the items purchased in this Amendment #7.

2. **SUCCESSORS AND ASSIGNS.** This Amendment #7 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #7, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #7 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment #7 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Axon Enterprise, Inc
Authorized Signature:	Signed by: <i>Robert E. Driscoll, Jr.</i> 55D/AEBB131A4424...
Printed Name and Title of Person Signing:	Robert E. Driscoll, Jr Deputy General Counsel
Date:	3/11/2025 3:07 PM MST
Company Address:	17800 North 85th Street, Scottsdale, Arizona 85255

CITY OF PORT ST. LUCIE

Authorized Signature:	<i>Caroline Sturgis</i>
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	March 26, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



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-650245-45649.674BR
Issued: 12/29/2024
Quote Expiration: 12/31/2024
Estimated Contract Start Date: 04/19/2025
Account Number: 110487
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Port St. Lucie Police Dept - FL 121 SW Port St Lucie Blvd Port Saint Lucie, FL 34984-5042 USA	Port St. Lucie Police Dept - FL 121 SW Port St Lucie Blvd Port Saint Lucie FL 34984-5042 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Bill May Phone: (772) 871-5013 Email: bmay@cityofpsl.com Fax: (772) 871-7671

Quote Summary

Program Length	44 Months
TOTAL COST	\$968,442.84
ESTIMATED TOTAL W/ TAX	\$968,442.84

Discount Summary

Average Savings Per Year	\$83,058.80
TOTAL SAVINGS	\$304,548.92

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$248,889.80	\$0.00	\$248,889.80
Nov 2026	\$359,776.52	\$0.00	\$359,776.52
Nov 2027	\$359,776.52	\$0.00	\$359,776.52
Total	\$968,442.84	\$0.00	\$968,442.84

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$1,272,991.76
\$1,129,497.20
\$968,442.84

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
101452	TRUE UP - VR TASER 7TASER10 ADD-ON BUNDLE WITHAP	175	16		\$7.25	\$6.16	\$17,256.75	\$0.00	\$17,256.75
V00014	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	175	44	\$37.45	\$23.36	\$19.86	\$152,922.00	\$0.00	\$152,922.00
M00017	BUNDLE - FUSUS PRO	1	44	\$9,642.29	\$8,946.80	\$7,708.06	\$339,154.64	\$0.00	\$339,154.64
A la Carte Software									
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	175	44		\$68.58	\$58.30	\$448,908.25	\$0.00	\$448,908.25
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$10,201.20	\$10,201.20	\$0.00	\$10,201.20
Total							\$968,442.84	\$0.00	\$968,442.84

Delivery Schedule

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Hardware	BUNDLE - FUSUS PRO	101386 AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	1	03/15/2025
	BUNDLE - FUSUS PRO	101391 AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	2	1	03/15/2025
	BUNDLE - FUSUS PRO	101408 AXON FUSUS - CORE - CAD	1	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	100126 AXON VR - TACTICAL BAG	7	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	100748 AXON VR - CONTROLLER - TASER 10	7	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	100832 AXON VR - CONTROLLER - HANDGUN VR19H	7	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	101122 AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	5	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	101123 AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	2	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	101294 AXON VR - TABLET	7	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	101300 AXON VR - TABLET CASE	7	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	20378 AXON VR - HEADSET - HTC FOCUS 3	7	1	03/15/2025
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	100210 AXON VR - TAP REFRESH 1 - TABLET	7	1	09/15/2027
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	101009 AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	7	1	09/15/2027
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	101012 AXON VR - TAP REFRESH 1 - CONTROLLER	7	1	09/15/2027
	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	20373 AXON VR - TAP REFRESH 1 - HEADSET	7	1	09/15/2027

Software					
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS PRO	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	04/15/2025	12/14/2028
	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	175	04/15/2025	12/14/2028
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT	175	04/15/2025	12/14/2028

Software				
Bundle	Item	Description	QTY	Estimated Start Date Estimated End Date
		WRITING		

Services				
Bundle	Item	Description		QTY
BUNDLE - FUSUS PRO	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION		1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION		1

Warranties				
Bundle	Item	Description	QTY	Estimated Start Date Estimated End Date
BUNDLE - FUSUS PRO	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	03/15/2026 12/14/2028
BUNDLE - FUSUS PRO	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	03/15/2026 12/14/2028
BUNDLE - FUSUS PRO	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	03/15/2026 12/14/2028
BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	100197	AXON VR - EXT WARRANTY - HEADSET	7	03/15/2026 12/14/2028
BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	100213	AXON VR - EXT WARRANTY - TABLET	7	03/15/2026 12/14/2028
BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	101007	AXON VR - EXT WARRANTY - CONTROLLER	7	03/15/2026 12/14/2028
BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	7	03/15/2026 12/14/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	121 SW Port St Lucie Blvd	Port Saint Lucie	FL	34984-5042	USA

Payment Details

Oct 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,621.71	\$2,621.71
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	175	\$115,369.44	\$115,369.44
Year 1	101452	TRUE UP - VR TASER 7/TASER10 ADD-ON BUNDLE W/TAP	175	\$4,434.98	\$4,434.98
Year 1	M00017	BUNDLE - FUSUS PRO	1	\$87,162.74	\$87,162.74
Year 1	V00014	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	175	\$39,300.93	\$39,300.93
Total				\$248,889.80	\$248,889.80

Nov 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$3,789.75	\$3,789.75
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	175	\$166,769.43	\$166,769.43
Year 2	101452	TRUE UP - VR TASER 7/TASER10 ADD-ON BUNDLE W/TAP	175	\$6,410.88	\$6,410.88
Year 2	M00017	BUNDLE - FUSUS PRO	1	\$125,995.95	\$125,995.95
Year 2	V00014	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	175	\$56,810.51	\$56,810.51
Total				\$359,776.52	\$359,776.52

Nov 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$3,789.75	\$3,789.75
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	175	\$166,769.43	\$166,769.43
Year 3	101452	TRUE UP - VR TASER 7/TASER10 ADD-ON BUNDLE W/TAP	175	\$6,410.88	\$6,410.88
Year 3	M00017	BUNDLE - FUSUS PRO	1	\$125,995.95	\$125,995.95
Year 3	V00014	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	175	\$56,810.51	\$56,810.51
Total				\$359,776.52	\$359,776.52

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Master Services and Purchasing Agreement between the Parties, dated 12/1/2021, including the attached Local Government Addendum dated August 31, 2023 (under Quote Q-469394 and City Contract #20220014 Amendment #2 -Public Safety Video Surveillance Equipment- Body Cameras for the Police Department), any applicable Statement of Work (SOW), as well as the DraftOne language below and the attached FUSUS Appendix, both of which are deemed to be incorporated into the Master Agreement itself.

Draft One. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

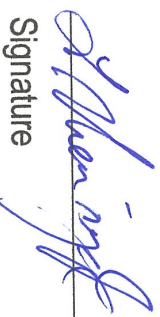
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

By Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, the contract automatically becomes null and void without any costs or fees owed by Customer. Customer will deliver notice that sufficient funds were not appropriated as soon as reasonably practicable.

The agency is electing to use Draft 1 for 175 officers. Axon will periodically review the usage to make sure that Port St Lucie PD does not exceed 175 users. If the quantity is exceeded, Axon reserves the right to charge for any users that exceed 175.


Signature

12/23/2024

12.30.24
Date Signed



FUSUS Appendix

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FUSUSONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.