

MEMORANDUM

DATE: 5/24/2024

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

FROM: Keith Stewart
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20220014 -05-A5

CONTRACT TITLE: Public Safety Surveillance Equipment – Body Cameras for
Police Department

VENDOR NAME: Axon Enterprises, Inc.
VENDOR ADDRESS: 17800 N. 85th Street
CITY & STATE: Scottsdale, Arizona 85255

APPROVED BY COUNCIL:
-N/A

CONTRACT TERM: May 24, 2024, through May 23, 2028

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

COUNCIL APPROVED: 12/6/2021

Purchase Body Cameras in the amount of \$3,925,242.16 over the next 5 years. The annual payment will be \$785,048.43. CONTRACT TERM: December 1, 2021 - November 1, 2025

COUNCIL APPROVED: 12/12/2022

Add additional money for drone purchases in the amount of \$345,280.11.

Police Department - \$337,404.11 over the next 5 years. The annual payment will be \$47,591.03.

Communications, Public Works, and Parks & Recreation - One-time purchases not to exceed \$7,876.00.

COUNCIL APPROVED: 8/28/2023

7c)- APPROVAL TO LEASE AXON FLEET 3 LICENSE PLATE RECOGNITION CAMERAS UTILIZING
THE SOURCEWELL COOPERATIVE CONTRACT #010720-AXN FOR VIDEO SURVEILLANCE

EQUIPMENT - CITY CONTRACT #20220014 AMENDMENT #2 IN THE AMOUNT OF \$148,824.00 FOR THE NEXT FIVE (5) YEARS ENDING 9/30/2028, POLICE DEPARTMENT, PROCUREMENT MANAGEMENT CONTRACT AMOUNT: \$148,824.00 TERM: 9/1/2023 THROUGH 9/30/2028

COUNCIL APPROVED: 10/9/2023

7g)- APPROVAL TO LEASE AXON FLEET BODY CAMERAS and TASER FOR NEW OFFICER & REPLACEMENTS UTILIZING THE SOURCEWELL COOPERATIVE CONTRACT #010720-AXN FOR VIDEO SURVEILLANCE EQUIPMENT - CITY CONTRACT #20220014 AMENDMENT #3 IN THE AMOUNT OF \$1,194,096.94 & \$5,870,431.31 FOR THE NEXT FIVE (5) YEARS ENDING 10/31/2027, POLICE DEPARTMENT, PROCUREMENT MANAGEMENT AMENDMENT #3 AMOUNT: \$1,194,096.94 & \$5,870,431.31 TERM: 11/1/2023 THROUGH 10/31/2027

Amendment #4

Add additional money to the Public Safety Video Surveillance Equipment for hardware and software as specified in Axon's Quote #Q-557654-45352895BR Issued 3/1/2024. The Total Amount of the Amendment is \$24,174.56.

Amendment #5

Add additional money to the Public Safety Video Surveillance Equipment for hardware and software as specified in Axon's Quote #Q-555817-45414.566BR a Issued 5/24/2024. The Total Amount of the Amendment is \$16,089.01. Term 5/24/2024 through 5/24/2028



CONTRACT AMENDMENT 5

This Amendment #4 for the Axon Enterprises, Inc. Contract #20220014 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #5 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:	N/A
Initial Contract Amount:	\$ 3,925,242.16
Current Contract Amended Amount:	\$ 11,515,925.08
Requested Financial Change Amount:	\$16,089.01
New Contract Amount:	\$ 11,532,014.09
Amendment No.:	#5
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 #5 is for the items, at the prices, outlined in Axon Quote # Q-555817-45414.566BR, attached hereto and incorporated herein.

To purchase Axon Hardware and Software for Interview Room as listed below:

**Axon Fleet 3 Advanced
Axon Fleet 3 Wireless Mic Kit
Axon Fleet 3 Extended Warranty**

The additional cost is as follows: \$16,089.01

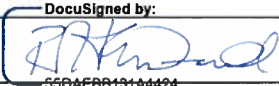
As referenced in the Axon Quote # Q-555817-45414.566BR attached, purchases under this Amendment #5 are subject to the same terms and conditions contained in the Master Services and Purchasing Agreement between the parties, including the Local Government Addendum, dated August 31, 2023 (under Quote Q-469394 and City Contract #20220014 Amendment #2 – Public Safety Video Surveillance Employment [sic – Equipment] – Body Cameras for the Police Department.

2. **SUCCESSORS AND ASSIGNS.** This Amendment #4 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 #4, 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 #4 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 #5 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Axon Enterprises, Inc
Authorized Signature:	DocuSigned by:  55DAE6B131A4424...
Printed Name and Title of Person Signing:	Robert E. Driscoll, Deputy General Counsel
Date:	5/23/2024 4:03 PM MST
Company Address:	17800 North 85th Street, Scottsdale, Arizona 85255

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	May 28, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

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

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	72035	AXON FLEET 3 - WIRELESS MIC KIT	1	\$129.72	\$0.00	\$129.72
Year 1	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	\$20.72	\$0.00	\$20.72
Year 1	Fleet3A	Fleet 3 Advanced	1	\$2,820.02	\$0.00	\$2,820.02
Total				\$2,970.46	\$0.00	\$2,970.46

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	72035	AXON FLEET 3 - WIRELESS MIC KIT	1	\$134.91	\$0.00	\$134.91
Year 2	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	\$21.55	\$0.00	\$21.55
Year 2	Fleet3A	Fleet 3 Advanced	1	\$2,932.83	\$0.00	\$2,932.83
Total				\$3,089.29	\$0.00	\$3,089.29

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	72035	AXON FLEET 3 - WIRELESS MIC KIT	1	\$140.30	\$0.00	\$140.30
Year 3	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	\$22.41	\$0.00	\$22.41
Year 3	Fleet3A	Fleet 3 Advanced	1	\$3,050.15	\$0.00	\$3,050.15
Total				\$3,212.86	\$0.00	\$3,212.86

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	72035	AXON FLEET 3 - WIRELESS MIC KIT	1	\$145.92	\$0.00	\$145.92
Year 4	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	\$23.30	\$0.00	\$23.30
Year 4	Fleet3A	Fleet 3 Advanced	1	\$3,172.15	\$0.00	\$3,172.15
Total				\$3,341.37	\$0.00	\$3,341.37

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	72035	AXON FLEET 3 - WIRELESS MIC KIT	1	\$151.75	\$0.00	\$151.75
Year 5	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	\$24.24	\$0.00	\$24.24
Year 5	Fleet3A	Fleet 3 Advanced	1	\$3,299.04	\$0.00	\$3,299.04
Total				\$3,475.03	\$0.00	\$3,475.03

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

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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

Acceptance of Terms:

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

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS-6YR NETCLOUD	1	1	05/01/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	1	1	05/01/2024
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	1	1	05/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	05/01/2024
A la Carte	72035	AXON FLEET 3 - WIRELESS MIC KIT	1	1	05/01/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	05/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	06/01/2024	05/31/2029
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	06/01/2024	05/31/2029
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	1	06/01/2024	05/31/2029
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	05/01/2025	05/31/2029
A la Carte	80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	05/01/2025	05/31/2029

Signature

Date Signed

5/2/2024



Quote Unbundled Price: \$19,138.21
Quote List Price: \$16,089.01
Quote Subtotal: \$16,089.01

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	1	60	\$305.39	\$254.57	\$254.57	\$15,274.20	\$0.00	\$15,274.20
A la Carte Hardware									
72035	AXON FLEET 3 - WIRELESS MIC KIT	1			\$702.60	\$702.60	\$702.60	\$0.00	\$702.60
A la Carte Warranties									
80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	1	49		\$2.29	\$2.29	\$112.21	\$0.00	\$112.21
Total							\$16,089.01	\$0.00	\$16,089.01



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-555817-45414.566BR

Issued: 05/02/2024

Quote Expiration: 10/01/2024

Estimated Contract Start Date: 08/01/2024

Account Number: 110487

Payment Terms: N30

Delivery Method:

SHIP TO

Port St. Lucie Police Dept - FL
121 SW Port St Lucie Blvd
Port Saint Lucie,
FL
34984-5042
USA

BILL TO

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

SALES REPRESENTATIVE

Braden Rome
Phone:
Email: braden@axon.com
Fax:

PRIMARY CONTACT

Martin Ghobrial
Phone: 772-323-4012
Email: mghobrial@cityofpsl.com
Fax:

Quote Summary

Program Length
TOTAL COST
ESTIMATED TOTAL w/ TAX

60 Months
\$16,089.01
\$16,089.01

Discount Summary

Average Savings Per Year
TOTAL SAVINGS

\$609.84
\$3,049.20

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$2,970.46	\$0.00	\$2,970.46
May 2025	\$3,089.29	\$0.00	\$3,089.29
May 2026	\$3,212.86	\$0.00	\$3,212.86
May 2027	\$3,341.37	\$0.00	\$3,341.37
May 2028	\$3,475.03	\$0.00	\$3,475.03
Total	\$16,089.01	\$0.00	\$16,089.01