



### CONTRACT AMENDMENT #4

This Amendment #4 ("Amendment #4") to the Public Safety Video Surveillance Equipment – Body Cameras for the Police Department Contract #20220014 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #4 is fully executed.

|                                            |                                                                                     |
|--------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Contractor's Full Legal Name:</b>       | Axon Enterprise, Inc.                                                               |
| <b>Solicitation No./Event ID:</b>          | 20220014                                                                            |
| <b>Solicitation Title/Event Name:</b>      | Public Safety Video Surveillance Equipment – Body Cameras for the Police Department |
| <b>Contract Award Date:</b>                | 12/6/2021                                                                           |
| <b>Initial Current Contract Term:</b>      | 12/1/21-11/1/25 (60 months)                                                         |
| <b>Current Contract Expiration Date:</b>   | 10/31/2027                                                                          |
| <b>Requested Contract Expiration Date:</b> | N/A                                                                                 |
| <b>Initial Contract Amount:</b>            | \$ 3,925,242.16                                                                     |
| <b>Current Contract Amended Amount:</b>    | \$ 11,491,750.52                                                                    |
| <b>Requested Financial Change Amount:</b>  | \$ 24,174.56                                                                        |
| <b>New Contract Amount:</b>                | \$ 11,515,925.08                                                                    |
| <b>Amendment No.:</b>                      | #4                                                                                  |
| <b>Amendment Type:</b>                     | 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 #4 is for the items, at the prices, outlined in Axon Quote # Q-557654-45352.895BR, attached hereto and incorporated herein.

The additional cost total is: \$24,174.56

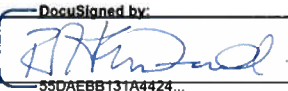
As referenced in the Axon Quote # Q-557654-45352.895BR attached, purchases under this Amendment #4 are subject to the same terms and conditions contained in the Master Services and Purchasing Agreement between the parties, including the Local Government Addendum, dated August 31, 2023 (under Quote Q-469394 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.

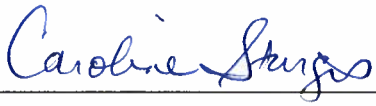
*Balance of page left intentionally blank*

**IN WITNESS WHEREOF**, the parties have caused this Amendment #4 to be duly executed by their authorized representatives.

**CONTRACTOR**

|                                                                |                                                                                                                                            |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contractor's Full Legal Name:</b><br>(PLEASE TYPE OR PRINT) | Axon Enterprises, Inc                                                                                                                      |
| <b>Authorized Signature:</b>                                   | <br><small>DocuSigned by:<br/>35DAE8B131A4424...</small> |
| <b>Printed Name and Title of Person Signing:</b>               | Robert E. Driscoll, Jr. Deputy General Counsel                                                                                             |
| <b>Date:</b>                                                   | 4/10/2024   12:57 PM MST                                                                                                                   |
| <b>Company Address:</b>                                        | 17800 North 85th Street, Scottsdale, Arizona 85255                                                                                         |

**THE CITY OF PORT ST. LUCIE**

|                                                  |                                                                                     |
|--------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Authorized Signature:</b>                     |  |
| <b>Printed Name and Title of Person Signing:</b> | Caroline Sturgis, Director, Office of Management & Budget, and Procurement          |
| <b>Date:</b>                                     | 4/11/2024                                                                           |
| <b>City Address:</b>                             | 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-557654-45352.895BR

Issued: 03/07/2024

Quote Expiration: 03/08/2024

Estimated Contact Start Date: 03/15/2024

Account Number: 110487

Payment Terms: N30

Delivery Method:

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

| SALES REPRESENTATIVE                                    | PRIMARY CONTACT                                                                  |
|---------------------------------------------------------|----------------------------------------------------------------------------------|
| Brendan Rome<br>Phone:<br>Email: brome@axon.com<br>Fax: | Martin Ghobrial<br>Phone: 772-323-4012<br>Email: mghobrial@cityofpsl.com<br>Fax: |

Quote Summary

|                        |             |
|------------------------|-------------|
| Program Length         | 60 Months   |
| TOTAL COST             | \$24,174.56 |
| ESTIMATED TOTAL W/ TAX | \$24,174.56 |

Discount Summary

|                          |          |
|--------------------------|----------|
| Average Savings Per Year | \$61.96  |
| TOTAL SAVINGS            | \$309.81 |

Payment Summary

| Date     | Subtotal    | Tax    | Total       |
|----------|-------------|--------|-------------|
| Mar 2024 | \$15,233.29 | \$0.00 | \$15,233.29 |
| Mar 2025 | \$2,105.58  | \$0.00 | \$2,105.58  |
| Mar 2026 | \$2,189.80  | \$0.00 | \$2,189.80  |
| Mar 2027 | \$2,277.40  | \$0.00 | \$2,277.40  |
| Mar 2028 | \$2,368.49  | \$0.00 | \$2,368.49  |
| Total    | \$24,174.56 | \$0.00 | \$24,174.56 |

Quote Unbundled Price:  
\$24,484.37

Quote List Price:  
\$24,484.37

Quote Subtotal:  
\$24,174.56

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item                         | Description                                               | Qty | Term | Unbundled | List Price | Net Price  | Subtotal           | Tax           | Total              |
|------------------------------|-----------------------------------------------------------|-----|------|-----------|------------|------------|--------------------|---------------|--------------------|
| <b>A la Carte Hardware</b>   |                                                           |     |      |           |            |            |                    |               |                    |
| 50118                        | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)               | 2   |      |           | \$243.31   | \$243.31   | \$486.62           | \$0.00        | \$486.62           |
| 50298                        | AXON INTERVIEW - CAMERA - OVERT DOME                      | 2   |      |           | \$992.92   | \$992.92   | \$1,985.84         | \$0.00        | \$1,985.84         |
| 50322                        | AXON INTERVIEW - TOUCH PANEL PRO                          | 1   |      |           | \$3,286.23 | \$3,286.23 | \$3,286.23         | \$0.00        | \$3,286.23         |
| <b>A la Carte Software</b>   |                                                           |     |      |           |            |            |                    |               |                    |
| 50039                        | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 1   | 60   |           | \$28.21    | \$22.57    | \$1,354.08         | \$0.00        | \$1,354.08         |
| 50037                        | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC     | 1   | 60   |           | \$1,500.00 | \$1,500.00 | \$1,500.00         | \$0.00        | \$1,500.00         |
| 50045                        | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED        | 1   | 60   |           | \$111.75   | \$111.75   | \$6,705.00         | \$0.00        | \$6,705.00         |
| <b>A la Carte Services</b>   |                                                           |     |      |           |            |            |                    |               |                    |
| 85170                        | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)       | 1   |      |           | \$7,450.00 | \$7,450.00 | \$7,450.00         | \$0.00        | \$7,450.00         |
| <b>A la Carte Warranties</b> |                                                           |     |      |           |            |            |                    |               |                    |
| 50448                        | AXON INTERVIEW - EXT WARRANTY                             | 1   | 48   |           | \$28.71    | \$29.31    | \$1,406.79         | \$0.00        | \$1,406.79         |
| <b>Total</b>                 |                                                           |     |      |           |            |            | <b>\$24,174.56</b> | <b>\$0.00</b> | <b>\$24,174.56</b> |

Delivery Schedule

Hardware

| Bundle     | Item  | Description                                 | QTY | Shipping Location | Estimated Delivery Date |
|------------|-------|---------------------------------------------|-----|-------------------|-------------------------|
| A la Carte | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 2   | 1                 | 03/01/2024              |
| A la Carte | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME        | 2   | 1                 | 03/01/2024              |
| A la Carte | 50322 | AXON INTERVIEW - TOUCH PANEL PRO            | 1   | 1                 | 03/01/2024              |

Software

| Bundle     | Item  | Description                                               | QTY | Estimated Start Date | Estimated End Date |
|------------|-------|-----------------------------------------------------------|-----|----------------------|--------------------|
| A la Carte | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC     | 1   | 03/15/2024           | 03/14/2029         |
| A la Carte | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 1   | 03/15/2024           | 03/14/2029         |
| A la Carte | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED        | 1   | 03/15/2024           | 03/14/2029         |

Services

| Bundle     | Item  | Description                                         | QTY |
|------------|-------|-----------------------------------------------------|-----|
| A la Carte | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 1   |

Warranties

| Bundle     | Item  | Description                   | QTY | Estimated Start Date | Estimated End Date |
|------------|-------|-------------------------------|-----|----------------------|--------------------|
| A la Carte | 50448 | AXON INTERVIEW - EXT WARRANTY | 1   | 03/01/2025           | 03/14/2029         |

## 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

| Mar 2024     |       |                                                           |     |             |             |
|--------------|-------|-----------------------------------------------------------|-----|-------------|-------------|
| Invoice Plan | Item  | Description                                               | Qty | Subtotal    | Total       |
| Upfront      | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)               | 2   | \$486.62    | \$486.62    |
| Upfront      | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME                      | 2   | \$1,985.84  | \$1,985.84  |
| Upfront      | 50322 | AXON INTERVIEW - TOUCH PANEL PRO                          | 1   | \$3,286.23  | \$3,286.23  |
| Upfront      | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)       | 1   | \$7,450.00  | \$7,450.00  |
| Year 1       | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC     | 1   | \$276.94    | \$276.94    |
| Year 1       | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 1   | \$250.00    | \$250.00    |
| Year 1       | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED        | 1   | \$1,237.93  | \$1,237.93  |
| Year 1       | 50448 | AXON INTERVIEW - EXT WARRANTY                             | 1   | \$259.73    | \$259.73    |
| Total        |       |                                                           |     | \$15,233.29 | \$15,233.29 |

| Mar 2025     |       |                                                           |     |            |            |
|--------------|-------|-----------------------------------------------------------|-----|------------|------------|
| Invoice Plan | Item  | Description                                               | Qty | Subtotal   | Total      |
| Year 2       | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC     | 1   | \$288.02   | \$288.02   |
| Year 2       | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 1   | \$260.00   | \$260.00   |
| Year 2       | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED        | 1   | \$1,287.44 | \$1,287.44 |
| Year 2       | 50448 | AXON INTERVIEW - EXT WARRANTY                             | 1   | \$270.12   | \$270.12   |
| Total        |       |                                                           |     | \$2,105.58 | \$2,105.58 |

| Mar 2026     |       |                                                           |     |            |            |
|--------------|-------|-----------------------------------------------------------|-----|------------|------------|
| Invoice Plan | Item  | Description                                               | Qty | Subtotal   | Total      |
| Year 3       | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC     | 1   | \$299.54   | \$299.54   |
| Year 3       | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 1   | \$270.40   | \$270.40   |
| Year 3       | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED        | 1   | \$1,338.93 | \$1,338.93 |
| Year 3       | 50448 | AXON INTERVIEW - EXT WARRANTY                             | 1   | \$280.93   | \$280.93   |
| Total        |       |                                                           |     | \$2,189.80 | \$2,189.80 |

| Mar 2027     |       |                                                           |     |            |            |
|--------------|-------|-----------------------------------------------------------|-----|------------|------------|
| Invoice Plan | Item  | Description                                               | Qty | Subtotal   | Total      |
| Year 4       | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC     | 1   | \$311.52   | \$311.52   |
| Year 4       | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 1   | \$281.22   | \$281.22   |
| Year 4       | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED        | 1   | \$1,392.50 | \$1,392.50 |

| Mar 2027     |       |                               |     |            |        |            |
|--------------|-------|-------------------------------|-----|------------|--------|------------|
| Invoice Plan | Item  | Description                   | Qty | Subtotal   | Tax    | Total      |
| Year 4       | 50448 | AXON INTERVIEW - EXT WARRANTY | 1   | \$292.16   | \$0.00 | \$292.16   |
| Total        |       |                               |     | \$2,277.40 | \$0.00 | \$2,277.40 |

| Mar 2028     |       |                                                           |     |            |        |            |
|--------------|-------|-----------------------------------------------------------|-----|------------|--------|------------|
| Invoice Plan | Item  | Description                                               | Qty | Subtotal   | Tax    | Total      |
| Year 5       | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC     | 1   | \$323.98   | \$0.00 | \$323.98   |
| Year 5       | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 1   | \$292.46   | \$0.00 | \$292.46   |
| Year 5       | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED        | 1   | \$1,448.20 | \$0.00 | \$1,448.20 |
| Year 5       | 50448 | AXON INTERVIEW - EXT WARRANTY                             | 1   | \$303.85   | \$0.00 | \$303.85   |
| Total        |       |                                                           |     | \$2,368.49 | \$0.00 | \$2,368.49 |

**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, including the attached Local Government Addendum, dated August 31, 2023 (under Quote Q-469394 and City Contract #20220014 Amendment #2 - Public Safety Video Surveillance Employment - Body Cameras for the Police Department), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to ACEIP: develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://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.

Caroline Burgas

Signature

3/11/2024

4/11/2024

Date Signed

