

MEMORANDUM

DATE: April 10, 2024

TO: ***ORIGINAL***
City Clerk's Office

FROM: Keith Stewart, CPP
Procurement Management Division

SUBJECT: Record Retention

CONTRACT: #20220014 Amendment #4
CONTRACT TITLE: Public Safety Video Surveillance Equipment – Body
Cameras for the Police Department

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

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. The payment schedule is as follows:

March 2024	\$15,233.29
March 2025	\$2,105.58
March 2026	\$2,189.80
March 2027	\$2,277.40
March 2028	\$2,368.49

Amendment #4 Term is 4/11/2024 through 4/10/2028



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.

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:	12/6/2021
Initial Current Contract Term:	12/1/21-11/1/25 (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:	\$ 11,491,750.52
Requested Financial Change Amount:	\$ 24,174.56
New Contract Amount:	\$ 11,515,925.08
Amendment No.:	#4
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 #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

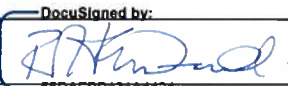
As referenced in the Axon Quote # Q-557654-45352.895BR attached, purchases under this Amendment #4 are subject to the same terms and conditions contained in the Master Services and Purchasing Agreement between the parties, including the Local Government Addendum, dated August 31, 2023 (under Quote Q-469394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

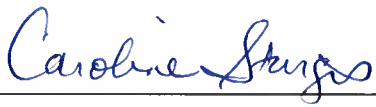
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IN WITNESS WHEREOF, the parties have caused this Amendment #4 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Axon Enterprises, Inc
Authorized Signature:	 <small>DocuSigned by: 35DAEBB131A4424...</small>
Printed Name and Title of Person Signing:	Robert E. Driscoll, Jr. Deputy General Counsel
Date:	4/10/2024 12:57 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:	4/11/2024
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-557654-45352.895BR

Issued: 03/01/2024

Quote Expiration: 03/08/2024

Estimated Contract Start Date: 03/15/2024

Account Number: 110487

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Port St. Lucie Police Dept - FL 121 SW Port St Lucie Blvd Port Saint Lucie, FL 34984-5042 USA Email:	Port St. Lucie Police Dept - FL 121 SW Port St Lucie Blvd Port Saint Lucie FL 34984-5042 USA Email:	Brendan Rome Phone: Email: brome@axon.com Fax:	Martin Ghobrial Phone: 772-323-4012 Email: mghobrial@cityofpsl.com 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
A la Carte Hardware									
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
A la Carte Software									
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
A la Carte Services									
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1			\$7,450.00	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	1	48		\$28.71	\$29.31	\$1,406.79	\$0.00	\$1,406.79
Total							\$24,174.56	\$0.00	\$24,174.56

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), 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 Sturgis

Signature

3/11/2024

4/11/2024

Date Signed

