



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-326079-44753.642BR

Issued: 07/11/2022

Quote Expiration: 04/30/2025

Estimated Contract Start Date: 10/01/2022

Account Number: 110457

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
9500 Pines Blvd 9500 Pines Blvd Pembroke Pines, FL 33024-6258 USA	Pembroke Pines Police Dept. - FL 9500 Pines Blvd Pembroke Pines, FL 33024-6258 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Jeffrey Williams Phone: (954) 431-2200 Email: jwilliams@ppines.com Fax: (954) 436-3203

Quote Summary

Program Length	36 Months
TOTAL COST	\$239,358.96
ESTIMATED TOTAL W/ TAX	\$239,358.96

Discount Summary

Average Savings Per Year	\$14,955.00
TOTAL SAVINGS	\$44,865.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	\$130,006.28	\$0.00	\$130,006.28
Sep 2023	\$54,676.34	\$0.00	\$54,676.34
Sep 2024	\$54,676.34	\$0.00	\$54,676.34
Total	\$239,358.96	\$0.00	\$239,358.96

Quote Unbundled Price:	\$284,223.96
Quote List Price:	\$259,272.00
Quote Subtotal:	\$239,358.96

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									
BWCUwTAP	BWC Unlimited with TAP	40	36	\$104.19	\$89.00	\$89.00	\$128,160.00	\$0.00	\$128,160.00
BWCamTAP	Body Worn Camera TAP Bundle	40	36	\$29.41	\$28.00	\$24.27	\$34,948.80	\$0.00	\$34,948.80
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	36	\$58.61	\$29.50	\$25.56	\$920.16	\$0.00	\$920.16
A la Carte Hardware									
73092	VIEWER, ANDROID TABLET	40			\$261.00	\$261.00	\$10,440.00	\$0.00	\$10,440.00
AB3C	AB3 Camera Bundle	80			\$699.00	\$699.00	\$55,920.00	\$0.00	\$55,920.00
AB3MBD	AB3 Multi Bay Dock Bundle	6			\$1,495.00	\$1,495.00	\$8,970.00	\$0.00	\$8,970.00
A la Carte Software									
73449	RESPOND DEVICE LICENSE	80	36		\$5.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$239,358.96	\$0.00	\$239,358.96

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	80	09/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	09/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	80	09/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	6	09/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	6	09/01/2022
A la Carte	73092	VIEWER, ANDROID TABLET	40	09/01/2022
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	41	05/01/2025
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	05/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	09/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	41	09/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	40	10/01/2022	09/30/2025
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	40	10/01/2022	09/30/2025
A la Carte	73449	RESPOND DEVICE LICENSE	80	10/01/2022	09/30/2025

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	40	10/01/2022	09/30/2025
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	1	10/01/2022	09/30/2025
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	10/01/2022	09/30/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	09/01/2023	09/30/2025
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	40	09/01/2023	09/30/2025
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	09/01/2023	09/30/2025

Payment Details

Sep 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73449	RESPOND DEVICE LICENSE	80	\$0.00	\$0.00	\$0.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$306.72	\$0.00	\$306.72
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	40	\$11,649.60	\$0.00	\$11,649.60
Year 1	BWCUwTAP	BWC Unlimited with TAP	40	\$42,719.96	\$0.00	\$42,719.96
Year 1: Hardware	73092	VIEWER, ANDROID TABLET	40	\$10,440.00	\$0.00	\$10,440.00
Year 1: Hardware	AB3C	AB3 Camera Bundle	80	\$55,920.00	\$0.00	\$55,920.00
Year 1: Hardware	AB3MBD	AB3 Multi Bay Dock Bundle	6	\$8,970.00	\$0.00	\$8,970.00
Total				\$130,006.28	\$0.00	\$130,006.28

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	RESPOND DEVICE LICENSE	80	\$0.00	\$0.00	\$0.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$306.72	\$0.00	\$306.72
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	40	\$11,649.60	\$0.00	\$11,649.60
Year 2	BWCUwTAP	BWC Unlimited with TAP	40	\$42,720.02	\$0.00	\$42,720.02
Total				\$54,676.34	\$0.00	\$54,676.34

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	RESPOND DEVICE LICENSE	80	\$0.00	\$0.00	\$0.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$306.72	\$0.00	\$306.72
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	40	\$11,649.60	\$0.00	\$11,649.60
Year 3	BWCUwTAP	BWC Unlimited with TAP	40	\$42,720.02	\$0.00	\$42,720.02
Total				\$54,676.34	\$0.00	\$54,676.34

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

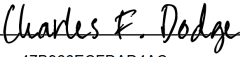
Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Axon's Master Services and Purchasing Agreement executed between you and Axon as of December 15, 2021.

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.

DocuSigned by:

47B966ECFDAD4AC...
Signature Charles F. Dodge, City Manager

November 2, 2022

Date Signed

Approved as to form:

DocuSigned by:

A563A1DDEFD5417...

Office of the City Attorney

~~7/11/2022~~





Addendum to Master Services and Purchasing Agreement

This ADDENDUM ("Addendum") dated November 2, 2022, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 ("CITY"), and **Axon Enterprise, Inc.**, a For Profit Corporation registered in the State of Delaware with a principal address of 17800 N 85th St., Scottsdale, Arizona 85255 ("VENDOR"). The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party". The Master Services and Purchasing Agreement, Quote Q326079-44753.642BR, and this Addendum shall be collectively referred to herein as the "Agreement".

1. **Term and Termination.** Subscription Term renewals shall only take effect if evidenced by subsequent amendments to the Agreement or quotes signed by the CITY. The Agreement may be terminated by CITY for convenience, upon providing thirty (30) days written notice of such termination to VENDOR, in accordance with Section 17 of the Master Services and Purchasing Agreement.
2. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
3. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
4. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.



City of Pembroke Pines

5. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:
 - 5.1 Keep and maintain public records required by the CITY to perform the service;
 - 5.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 5.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
 - 5.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - 5.5 The failure of VENDOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

6. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been



City of Pembroke Pines

changed by written notice in compliance with the provisions of this section. For the present, VENDOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500

Copy To: Jeffrey Williams, Sergeant
Pembroke Pines Police Department
9500 Pines Blvd.
Pembroke Pines, FL 33024
E-mail. jwilliams@ppines.com
Telephone No. (954) 431-2200

VENDOR: Robert E. Driscoll, Jr., VP, Associate General Counsel
Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
Telephone No.: (800) 978-2737

7. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
8. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to this Addendum, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of this Addendum.
9. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
10. **Scrutinized Companies.** VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on,



City of Pembroke Pines

submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

10.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

10.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

10.2.2 Is engaged in business operations in Syria.

11. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.1 **Definitions for this Section.**

11.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

11.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

11.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.2 **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:



City of Pembroke Pines

-
- 11.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 11.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 11.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
12. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement or for collection of payment, each Party shall bear its own attorney's fees and court cost. Any counsel retained by VENDOR pursuant to the indemnity provisions of Agreement shall be reasonably satisfactory to CITY and CITY reserves the right to approve the settlement of any claim related to Agreement.
13. **Insurance.** The VENDOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 13.1 The VENDOR shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the VENDOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 13.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of the Agreement.



City of Pembroke Pines

Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

- 13.3 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.
- 13.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, the VENDOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. The VENDOR shall be liable to the CITY for any lapses in service resulting from a gap in insurance coverage.
- 13.5 **REQUIRED INSURANCE.** The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

- ✓ ☐ 13.5.1 **Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No



City of Pembroke Pines

✓ ☐ **13.5.2 Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If the VENDOR claims to be exempt from this requirement, the VENDOR shall provide the CITY proof of such exemption for the CITY to exempt the VENDOR.

Yes No

☐ ✕ **13.5.3 Umbrella/Excess Liability Insurance** in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ ☐ **13.5.4 Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's



City of Pembroke Pines

additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

13.6 REQUIRED ENDORSEMENTS.

13.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

13.6.2 Waiver of all Rights of Subrogation against the CITY.

13.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

13.6.4 VENDOR's policies shall be Primary & Non-Contributory.

13.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

13.7 Any and all insurance required of the VENDOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to the CITY. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.

13.8 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.

13.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.

14. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement. As required by Ch. 119, Florida Statutes, records related to the Agreement may be public records open for inspection unless an applicable exception applies and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL.

15. **Assignment.** Should VENDOR assign the Agreement as provided for in Section 19.6 of the Master Services and Purchasing Agreement, VENDOR shall provide CITY with reasonable written notice of such event. Any assignee shall be obligated to comply with the requirements set forth herein.

16. **Ownership, Use, and Access to Data.** As used in this Addendum, all information, including personally identifiable information, non-public information, records, data, metadata, usernames, names, photos, videos, content, Agency Content, Evidence, Non-Content Data, Personal Data, and customer information, created accessed, processed, uploaded, or used during the term of the Agreement shall be collectively referred to as



City of Pembroke Pines

“Data”. Data shall not include data that that is utilized by VENDOR and authorized third-parties in aggregate or anonymized form where all personally identifiable information, including direct and indirect personal identifiers and other non-public information has been removed and the data is de-identified. VENDOR and authorized third-parties agree not to attempt to re-identify de-identified Data and shall not transfer any Data or de-identified Data to any party unless that party agrees not to attempt to re-identification.

- 16.1 CITY grants to VENDOR and authorized third-parties a limited, non-exclusive license to use, access, and process Agency Content solely for the purpose of providing and supporting the functions and use of VENDOR’s services. Agency Content may not be used for any unauthorized commercial purpose and may only be utilized specifically for providing services to, and improving services for CITY. CITY shall retain all rights, including intellectual property rights, title, and interest in Agency Content.
- 16.2 VENDOR does not have any rights, implied or otherwise, to sell or trade Data. Data shall not be exported or maintained outside of the United States.
- 16.3 VENDOR shall not make Data available to any third-party except as permitted herein, as may be required to provide its services to CITY, as directed by CITY, or required by law, and as outlined in its Cloud Services Privacy Policy, which can be found at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency Content shall only be accessed and processed by VENDOR and authorized third-parties to the extent necessary for VENDOR to render the services required by the Agreement, as modified by this Addendum.
- 16.4 VENDOR will ensure that all Agency Content in its possession and possessed by any approved third-parties or agents, will be destroyed upon termination of the Agreement. VENDOR will provide CITY with the same post-termination data retrieval assistance that VENDOR generally makes available to all customers.
- 16.5 VENDOR further agrees to use and process Data, in accordance with industry standards. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. VENDOR shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of CITY in the event of a security or privacy incident, of which it becomes aware as well as best practices for responding to a data or cyber security breach. VENDOR agrees to share a summary of its incident response plan with CITY upon request.
17. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.



City of Pembroke Pines

18. **Federal Requirements.** Notwithstanding anything to the contrary set forth herein, **VENDOR** shall comply with applicable federally required provisions, as set forth in 2 CFR Sec. 200.326 and 2 CFR Part 200. In the event of any conflicts, the provisions of 2 CFR Part 200 shall prevail. Any reference made to **VENDOR** in this section shall also apply to any sub contractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractors or lower tier subcontractors with all of these contract clauses:

- 18.1 **Equal Employment Opportunity.** During the performance of this contract, **VENDOR** agrees as follows:

18.1.1 **VENDOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. **VENDOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **VENDOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

18.1.2 **VENDOR** will, in all solicitations or advertisements for employees placed by or on behalf of **VENDOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

18.1.3 **VENDOR** will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with **VENDOR**'s legal duty to furnish information.

18.1.4 **VENDOR** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of **VENDOR**'s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



City of Pembroke Pines

18.1.5 **VENDOR** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

18.1.6 **VENDOR** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

18.1.7 In the event of **VENDOR**'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and **VENDOR** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

18.1.8 **VENDOR** will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. **VENDOR** will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event **VENDOR** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, **VENDOR** may request the United States to enter into such litigation to protect the interests of the United States.

18.2 **Davis-Bacon Act.** **VENDOR** shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, **VENDOR** must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, **VENDOR** must be required to pay wages not less than once a week.

18.3 **Copeland "Anti-Kickback" Act.** **VENDOR** shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). **VENDOR** must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.



City of Pembroke Pines

18.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).**

Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) **VENDOR** must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

18.4.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

18.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the **VENDOR** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

18.4.3 **Withholding for unpaid wages and liquidated damages.** City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by **VENDOR** or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

18.4.4 **Subcontracts.** **VENDOR** or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or



City of Pembroke Pines

lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

18.5 VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). City will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18.5.1 Clean Air Act.

18.5.1.1 VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

18.5.1.2 VENDOR agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, the Department of Justice, and the appropriate Environmental Protection Agency Regional Office.

18.5.1.3 VENDOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

18.5.2 Federal Water Pollution Control Act.

18.5.2.1 VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

18.5.2.2 VENDOR agrees to report each violation to the City and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, the Department of Justice, and the appropriate Environmental Protection Agency Regional Office.

18.5.2.3 VENDOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided.

18.6 Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such VENDOR is required to verify that none of the VENDOR’s agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

18.6.1 VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material



City of Pembroke Pines

representation of fact relied upon by CITY. If it is later determined that VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

18.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

18.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** VENDOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

18.8 **Compliance with State Energy Policy and Conservation Act.** VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18.9 **Procurement of Recovered Materials.** The City and VENDOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.10 **Reporting.** Pursuant to 2 CFR 200.333, VENDOR shall comply with Federal requirements and regulations pertaining to reporting. Furthermore, both parties shall provide the Comptroller General of the United States, the Department of Justice, or any of their authorized representative access to any books, documents, papers, and records of VENDOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the Department of Justice Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

18.11 **No Obligation by the Federal Government.**



City of Pembroke Pines

18.11.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the City, VENDOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

18.11.2 VENDOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18.12 **DHS Seal, Logo, and Flags.** VENDOR shall not use Department of Homeland and Security's ("DHS") logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval.

18.13 **Compliance with Federal Law, Regulations, and Executive Orders.** VENDOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

18.14 **Fraudulent Statements.** VENDOR acknowledges that 31 U.S.C. Chap. 38 applies to VENDOR's actions pertaining to this Agreement.

19. **Entire Agreement.** The Parties agree that the Master Services and Purchasing Agreement, Quote Q326079-44753.642BR, and this Addendum represent the entire and integrated agreement between CITY and VENDOR and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
20. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Master Services and Purchasing Agreement, Quote Q326079-44753.642BR, and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
21. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

November 2, 2022

By:

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

By:

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

DocuSigned by:

Jacob Horowitz

A563A1DDEFD5417...

Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

VENDOR:

AXON ENTERPRISE, INC.

Signed By:

Robert E Driscoll

56DAE8B131A4424...

Name: Robert E Driscoll

Title: VP, Assoc. General Counsel



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 18.

File ID: 22-0821

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/10/2022

Short Title: Axon Enterprise - Grant Addendum

Final Action: 10/19/2022

Title: MOTION TO APPROVE THE AGREEMENT BETWEEN THE SOLE SOURCE VENDOR, AXON ENTERPRISE, INC. (AXON) AND THE PEMBROKE PINES POLICE DEPARTMENT, TO PURCHASE ADDITIONAL BODY-WORN CAMERA SYSTEMS / ACCESSORIES, LICENSING AND DIGITAL STORAGE, FOR A TOTAL AMOUNT NOT TO EXCEED \$159,358.96, PURSUANT TO SECTION 35.18(C)(3) OF THE CITY'S CODE OF ORDINANCES, FOR A THREE-YEAR (3) PERIOD.

***Agenda Date:** 10/19/2022

Agenda Number: 18.

Internal Notes: For additional information please contact Paul Mallin.

Attachments: 1. Master Axon Executed Agreement, 2. Addendum to Axon Enterprise, Inc. - Multi-Item Agreement, 3. Axon Quote - Q-244916-43992.626BR

1	City Commission	10/19/2022	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo, Commissioner Siple, and Commissioner Good Jr.				
Nay: - 0				

SUMMARY EXPLANATION AND BACKGROUND:

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(3) states that “City standard, single-source and sole-source commodities or services. City standard, single-source and sole-source commodities or services are exempt from this section.”

- Section 35.21 of the City’s Code of Ordinances is titled “AWARD OF CONTRACT.”

- Section 35.21(A) of the City’s Code of Ordinances is titled “City Commission approval.”

- Section 35.21(A)(1) states, “An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed.”

SUMMARY EXPLANATION AND BACKGROUND:

1. In February 2017, City Commission approved a 5-year Axon contract for Body Worn Camera (BWC) systems to outfit 211 officers with BWC devices, that contract expired in April 2022. In December 2021, City Commission approved an additional 5-year Axon contract for BWC systems to expand the BWC program to outfit a total of 268 officers and 20 SWAT officers with BWC devices.
2. In July 2021, the City made application to a U.S. Department of Justice, Bureau of Justice Assistance (BJA) federal grant-the BJA FY 21 Body-Worn Camera Policy and Implementation Program (BWC PIP) that would further expand the City’s BWC program. The City received an award in the amount of \$80,000 from the BWC PIP grant to expand its BWC program and outfit an additional (40) officers with BWC devices over a 3-year period.
3. In February 2022, City Commission approved the BWC PIP award, the estimated project costs were \$209,622 (\$80,000 grant funded + \$129,622 city funded). However at the time of this BWC PIP approval, budget costs for the project were based on estimates from original grant application proposal.
4. The Police Department has obtained updated pricing from Axon and the total 3-year BWC PIP grant project costs, to outfit (40) officers with BWC devices and pay for licensing and digital storage costs is \$239,358.96.
5. The grant will fund a maximum of \$80,000, which will leave a local (city share) of \$239,358.96 (project cost) - \$80,000 (grant) = \$159,358.96 (city share).
6. Year 1 project costs will be \$130,006.28 which will comprise the equipment (\$75,330.00) plus Year 1 licensing and digital storage costs (\$50,006.28). The grant award of \$80,000 will be exhausted in Year 1, requiring the City to fund and budget for the remaining balance of \$50,007. Upon city commission approval, a budget adjustment will be needed in the amount of \$50,007 for the current fiscal year. The City will need to budget for additional BWC licensing and digital storage costs in Year 2 (\$54,676.34) and Year 3 (\$54,676.34).

Agenda Request Form Continued (22-0821)

- ☐ The term of the purchase is for a period of 36 months.
- ☐ The terms and conditions have been approved to form by city legal.

7. Request Commission to approve agreement between the sole source vendor, Axon Enterprise, Inc. (Axon) and the Pembroke Pines Police Department to purchase additional body-worn camera systems / accessories, licensing and digital storage, for a total amount not to exceed \$159,358.96, pursuant to Section 35.18(C)(3) of the City's Code of Ordinances, for a three-year (3) period.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Year 1 = \$130,006.28; Year 2 = \$54,676.34; Year 3 = \$54,676.34; Total = \$239,358.96

b) Amount budgeted for this item in Account No:

001-521-3001-534990-0000-000-0000- Other Svc (Gen Fund) \$50,006.28

124-521-3024-534990-0000-000-0000- Other Svc (Grant) \$4,670.

124-521-3024-552650-0000-000-0000- Non-Capital Equipment (Grant) \$75,330

c) Source of funding for difference, if not fully budgeted: Not applicable

d) 5 year projection of the operational cost of the project [(1) Enter Information or "Not Applicable"; If information is entered, then (2) Provide a detailed breakdown of revenues and expenditures as an exhibit in the agenda item.]

	Hardware	Digital Storage & Licensing	Project Total	Grant	City
Year 1	\$75,330.00	\$54,676.28	\$130,006.28	\$80,000.00	\$50,006.28
Year 2		\$54,676.34	\$54,676.34	\$	\$54,676.34
Year 3		\$54,676.34	\$54,676.34	\$	\$54,676.34
	Total		\$239,358.96	\$80,000.00	\$159,358.96

e) Detail of additional staff requirements: Not applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

Agenda Request Form Continued (22-0821)



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



Master Services and Purchasing Agreement between Axon and Agency

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 Termination.**
- 17.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Pembroke Pines Police Dept.
Attn:
9500 Pines Blvd
Pembroke Pines, Florida 33024-6258
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.**Signature: Robert E Driscoll
55DAEBB131A4424...Name: Robert E DriscollTitle: VP, Assoc. General CounselDate: 11/23/2021 | 9:35 AM MST**AGENCY:****Pembroke Pines Police Dept.**Signature: Frank C. OrtisName: Frank C. OrtisTitle: MayorDate: December 15, 2021



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 6 of 20



Master Services and Purchasing Agreement

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 7 of 20



Master Services and Purchasing Agreement

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



Master Services and Purchasing Agreement

- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Master Services and Purchasing Agreement

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020



Master Services and Purchasing Agreement

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



Master Services and Purchasing Agreement

Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“**OSP 7 Term**”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Master Services and Purchasing Agreement

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



Master Services and Purchasing Agreement

- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Master Services and Purchasing Agreement

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



Master Services and Purchasing Agreement

System set up and configuration (Remote Support) <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency



Master Services and Purchasing Agreement

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it



Master Services and Purchasing Agreement

- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Master Services and Purchasing Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



Addendum to Master Services and Purchasing Agreement

This ADDENDUM ("Addendum") dated December 15, 2021, is entered into by and between the City of Pembroke Pines, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 ("CITY"), and Axon Enterprise, Inc., a For Profit Corporation registered in the State of Delaware with a principal address of 17800 N 85th St., Scottsdale, Arizona 85255 ("VENDOR"). The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party". The Master Services and Purchasing Agreement, Quote Q333281-44504.623BR, and this Addendum shall be collectively referred to herein as the "Agreement". This Addendum is intended to govern all subscriptions now and hereafter procured by CITY and governed by the Master Services and Purchasing Agreement.

1. **Term and Termination.** Subscription Term renewals shall only take effective if evidenced by subsequent amendments to the Agreement or quotes signed by the CITY. The Agreement may be terminated by CITY for convenience, upon providing thirty (30) days written notice of such termination to VENDOR, in accordance with Section 17 of the Master Services and Purchasing Agreement.
2. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
3. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
4. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.



City of Pembroke Pines

5. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:
 - 5.1 Keep and maintain public records required by the CITY to perform the service;
 - 5.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 5.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
 - 5.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - 5.5 The failure of VENDOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

6. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been



City of Pembroke Pines

changed by written notice in compliance with the provisions of this section. For the present, **VENDOR** and **CITY** designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way, 4th Floor
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500

Copy To: Jeffrey Williams, Sergeant
 Pembroke Pines Police Department
 9500 Pines Blvd.
 Pembroke Pines, FL 33024
 E-mail. jwilliams@ppines.com
 Telephone No. (954) 431-2200

VENDOR: Robert E. Driscoll, Jr., VP, Associate General Counsel
 Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 Telephone No.: (800) 978-2737

7. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
8. **Compliance with Laws.** **VENDOR** hereby warrants and agrees, that at all times material to this Addendum, **VENDOR** shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of this Addendum.
9. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive **CITY**'s rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
10. **Scrutinized Companies.** **VENDOR**, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on,



City of Pembroke Pines

submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

10.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

10.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

10.2.2 Is engaged in business operations in Syria.

11. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.1 **Definitions for this Section.**

11.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

11.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

11.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.2 **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:



City of Pembroke Pines

-
- 11.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - 11.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - 11.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- 12. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement or for collection of payment, each Party shall bear its own attorney's fees and court cost. Any counsel retained by VENDOR pursuant to the indemnity provisions of Agreement shall be reasonably satisfactory to CITY and CITY reserves the right to approve the settlement of any claim related to Agreement.
 - 13. **Insurance.** The VENDOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
 - 13.1 The VENDOR shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the VENDOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
 - 13.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of the Agreement.



City of Pembroke Pines

Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

- 13.3 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.
- 13.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, the VENDOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. The VENDOR shall be liable to the CITY for any lapses in service resulting from a gap in insurance coverage.
- 13.5 **REQUIRED INSURANCE.** The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

- ☒ ☐ 13.5.1 **Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



Yes No

✓ ☐ **13.5.2 Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If the VENDOR claims to be exempt from this requirement, the VENDOR shall provide the CITY proof of such exemption for the CITY to exempt the VENDOR.

Yes No

☐ ✕ **13.5.3 Umbrella/Excess Liability Insurance** in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ ☐ **13.5.4 Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's



City of Pembroke Pines

additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

13.6 REQUIRED ENDORSEMENTS.

13.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

13.6.2 Waiver of all Rights of Subrogation against the CITY.

13.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

13.6.4 VENDOR's policies shall be Primary & Non-Contributory.

13.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

13.7 Any and all insurance required of the VENDOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to the CITY. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.

13.8 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.

13.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.

14. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement. As required by Ch. 119, Florida Statutes, records related to the Agreement may be public records open for inspection unless an applicable exception applies and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL.

15. **Assignment.** Should VENDOR assign the Agreement as provided for in Section 19.6 of the Master Services and Purchasing Agreement, VENDOR shall provide CITY with reasonable written notice of such event. Any such assignee shall be obligated to comply with the requirements set forth herein.

16. **Ownership, Use, and Access to Data.** As used in this Addendum, all information, including personally identifiable information, non-public information, records, data, metadata, usernames, names, photos, videos, content, Agency Content, Evidence, Non-Content Data, Personal Data, and customer information, created accessed, processed, uploaded, or used during the term of the Agreement shall be collectively referred to as



City of Pembroke Pines

“Data”. Data shall not include data that is utilized by VENDOR and authorized third-parties in aggregate or anonymized form where all personally identifiable information, including direct and indirect personal identifiers and other non-public information has been removed and the data is de-identified. VENDOR and authorized third-parties agree not to attempt to re-identify de-identified Data and shall not transfer any Data or de-identified Data to any party unless that party agrees not to attempt to re-identification.

- 16.1 CITY grants to VENDOR and authorized third-parties a limited, non-exclusive license to use, access, and process Agency Content solely for the purpose of providing and supporting the functions and use of VENDOR’s services. Agency Content may not be used for any unauthorized commercial purpose and may only be utilized specifically for providing services to, and improving services for CITY. CITY shall retain all rights, including intellectual property rights, title, and interest in Agency Content.
- 16.2 VENDOR does not have any rights, implied or otherwise, to sell or trade Data. Data shall not be exported or maintained outside of the United States.
- 16.3 VENDOR shall not make Data available to any third-party except as permitted herein, as may be required to provide its services to CITY, as directed by CITY, or required by law, and as outlined in its Cloud Services Privacy Policy, which can be found at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency Content shall only be accessed and processed by VENDOR and authorized third-parties to the extent necessary for VENDOR to render the services required by the Agreement, as modified by this Addendum.
- 16.4 VENDOR will ensure that all Agency Content in its possession and possessed by any approved third-parties or agents, will be destroyed upon termination of the Agreement. VENDOR will provide CITY with the same post-termination data retrieval assistance that VENDOR generally makes available to all customers.
- 16.5 VENDOR further agrees to use and process Data, in accordance with industry standards. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. VENDOR shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of CITY in the event of a security or privacy incident, of which it becomes aware as well as best practices for responding to a data or cyber security breach. VENDOR agrees to share a summary of its incident response plan with CITY upon request.
17. **Entire Agreement.** The Parties agree that the Master Services and Purchasing Agreement, Quote Q333281-44504.623BR, and this Addendum represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire



City of Pembroke Pines

understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

18. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Master Services and Purchasing Agreement, Quote Q333281-44504.623BR, and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
19. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
20. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

By:

Frank C. Ortis

MAYOR FRANK C. ORTIS

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

By:

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

013E807C191D4FF...

Name: DANIELLE SCHWABE

OFFICE OF THE CITY ATTORNEY

VENDOR:

AXON ENTERPRISE, INC.

Signed By: *Robert E Driscoll*

55DAEB8131A4424

Name: Robert E Driscoll

Title: VP, Assoc. General Counsel



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-333281-44504.623BR

Issued: 11/04/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 01/01/2022

Account Number: 110457

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-9500 Pines Blvd 9500 Pines Blvd Pembroke Pines, FL 33024-6258 USA	Pembroke Pines Police Dept. - FL 9500 Pines Blvd Pembroke Pines, FL 33024-6258 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Phone: (954) 431-2200 Email: jwilliams@ppines.com Fax: (954) 436-3203

PAYMENT PLAN: 5 Year Default		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Dec, 2021	\$620,593.86
Year 2	Dec, 2022	\$620,593.86
Year 3	Dec, 2023	\$620,593.86
Year 4	Dec, 2024	\$620,593.86
Year 5	Dec, 2025	\$620,593.86

Quote Details

Bundle: 2021 - OFFICER SAFETY PLAN 7 Quantity: 268 Start: 1/1/2022 End: 12/31/2026 Total: 2513882.49 USD			
Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	268
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	2

Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	268
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2680
Respond	73449	RESPOND DEVICE LICENSE	268
Standards	73638	STANDARDS ACCESS LICENSE	268
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	268
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	536
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	268
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	276
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	276
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	34
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	34
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	34
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	223
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	45
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	268
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	804
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	804
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	268
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	2
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	4
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	8
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	4
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	536
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	536
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	536
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	536
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	536
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	536
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	536
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	536
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	536
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	536
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	321
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1

Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	536
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	536
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	536
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	536
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3
Docks	74200	TASER 7 6-BAY DOCK AND CORE	3
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	268
Other	80395	EXT WARRANTY, TASER 7 HANDLE	268
Other	80395	EXT WARRANTY, TASER 7 HANDLE	8
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	321
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	3
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	8

Bundle: Body Worn Camera TAP Bundle Quantity: 268 Start: 1/1/2022 End: 12/31/2026 Total: 315167.99 USD

Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	268
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	276
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	276
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	8

Bundle: Basic License Bundle Quantity: 30 Start: 1/1/2022 End: 12/31/2026 Total: 0 USD

Category	Item	Description	QTY
E.com License	73840	EVIDENCE.COM BASIC LICENSE	30
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	30

Bundle: 2021 Taser 7 Certification Bundle Quantity: 32 Start: 1/1/2022 End: 12/31/2026 Total: 27692.35 USD

Category	Item	Description	QTY
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	32
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	32
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96

Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	32
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	32
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	32
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	38
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	32
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	32
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	38
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Bundle: AB3 Camera Bundle Quantity: 20 Start: 1/1/2022 End: 12/31/2026 Total: 13980 USD			
Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	20
Camera Mount	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	22
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	22

Bundle: Body Worn Camera TAP Bundle Quantity: 20 Start: 1/1/2022 End: 12/31/2026 Total: 33599.99 USD			
Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	20
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	20
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	20

Bundle: AB3 Camera Bundle Quantity: 114 Start: 1/1/2022 End: 12/31/2026 Total: 71717.4 USD			
Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	114
Spare Camera	73202	AXON BODY 3 - NA10	3
Camera Mount	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	126
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	126

INDIVIDUAL ITEMS			
Category	Item	Description	QTY
Other	85144	AXON STARTER	1
Other	11609	SMART WEAPON TRANSITION SERVICE	1
Other	12338	AXON AIR EVIDENCE.COM LICENSE	5
Other	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	2
Other	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2
Other	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	4
Other	50448	EXT WARRANTY, INTERVIEW ROOM	2
Other	85147	CEW STARTER	1
Other	85150	CEW ADD-ON SERVICES	1
Other	73449	RESPOND DEVICE LICENSE	268
Other	12022	AXON AIR, CLASS 1 UAS LICENSE	4
Other	73618	CITIZEN FOR COMMUNITIES USER LICENSE	30
Other	12023	AXON AIR, CLASS 2 UAS LICENSE	1
Other	100112	AXON AIR, E.COM PILOT DATA LIC	5

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 Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/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.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00010343/#00010344 (originated via Q-82282) contract ##00018264 (**Q-165826**) contract #00014407, contract #00021518 (**Q-193634**), contract #00017433 (**Q-155603**) and is terminating the contracts upon the new license start date (1/1/2022) of this quote.

The parties agree that Axon is granting a refund of \$52,747.57 to refund paid, but undelivered services. This discount is based on a ship date range of 12/1/2021-12/15/2021, resulting in a 1/1/2022 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 4 of Q-155603, Year 4 of Q-165826 and any other outstanding invoices.

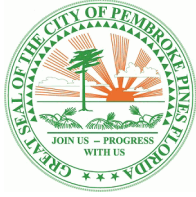
100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #10343/10344. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

This quote contingent upon return of 299 X2 TASERS, 600 Cartridges and 299 Batteries.

Signature

Date Signed

11/4/2021



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 3.

File ID: 21-1058

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/17/2021

Short Title: Axon - Taser Body Worn Camera

Final Action: 12/15/2021

Title: MOTION TO APPROVE AN AGREEMENT WITH AXON ENTERPRISE, INC. (AXON) FOR CURRENT BODY-WORN CAMERAS (BWC), INVESTIGATIONS DIVISION INTERVIEW ROOMS, DIGITAL EVIDENCE MANAGEMENT SOFTWARE, ACQUIRE ADDITIONAL BODY-WORN CAMERA SYSTEMS/ACCESSORIES, UPDATE ELECTRONIC CONTROL DEVICES (TASERS) AND ACQUISITION OF SWAT DRONE SOFTWARE, FOR A TOTAL AMOUNT NOT TO EXCEED \$3,109,021.30 OVER A FIVE YEAR PERIOD, PURSUANT TO SECTION 35.18(C)(3) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 12/15/2021

Agenda Number: 3.

Internal Notes: For any additional information, please contact Sgt. Jeffrey Williams 954-743-1744.

Attachments: 1. Axon Enterprise Inc. Agreement.pdf, 2. Axon Enterprise - Addendum to Contract.pdf, 3. Axon Enterprise Price Quote.pdf, 4. Sole Source Letter, 5. 2-1-17 Commission Approval, 6. 5-15-17 Commission Approval, 7. 10-5-17 Commission Approval, 8. 5-23-18 Commission Approval, 9. 4-17-19 Commission Approval

1 City Commission 12/15/2021 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
Commissioner Siple, and Commissioner Schwartz

Nay: - 0

MOTION TO APPROVE AN AGREEMENT WITH AXON ENTERPRISE, INC. (AXON) FOR CURRENT BODY-WORN CAMERAS (BWC), INVESTIGATIONS DIVISION INTERVIEW ROOMS, DIGITAL EVIDENCE MANAGEMENT SOFTWARE, ACQUIRE ADDITIONAL BODY-WORN CAMERA SYSTEMS/ACCESSORIES, UPDATE ELECTRONIC CONTROL DEVICES (TASERS) AND ACQUISITION OF SWAT DRONE SOFTWARE, FOR A TOTAL AMOUNT NOT TO EXCEED \$3,109,021.30 OVER A FIVE YEAR PERIOD, PURSUANT TO SECTION 35.18(C)(3) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(3) states that "City standard, single-source and sole-source commodities or services. City standard, single-source and sole-source commodities or services are exempt from this section."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. The Pembroke Pines Police Department's (PPPD) current contract with Axon for BWC systems for 211 officers (2 cameras per officer and data management licensing) is set to expire by April, 2022.
2. The PPPD's current contract with Axon for Taser X2 Electronic Control Devices and affiliated equipment and accessories are currently spread across 4 separate contracts with different expiration dates.
3. The PPPD's current contract with Axon for two Investigations Division Interview Rooms and 30 digital evidence licenses are set to expire by April, 2022.
4. The PPPD's current contract with Axon for their CJIS compliant digital evidence management system is set to expire by April, 2022. This system is currently being used to maintain and manage 240,550 digital evidence files (58.37 TBs of data). This evidence includes BWC recordings, Digital Forensics Unit files, dispatch and 911 recordings, crime scene photographs, formal recorded statements, and Investigations Division Interview Room recordings. This digital evidence management system is utilized and integrates with other regional and local law enforcement agencies to notably include:
 - a. Broward County State Attorney's Office
 - b. Broward Sheriff's Office
 - c. Miramar Police Department

Agenda Request Form Continued (21-1058)

- d. Ft. Lauderdale Police Department
 - e. Coral Springs Police Department
 - f. Sunrise Police Department
5. Expansion of the BWC program to outfit a total of 268 officers and 20 SWAT officers. The additional 20 SWAT officers cameras will include live video streaming and real-time GPS tracking, viewable by any licensed user with an internet connection.
 6. Continued operation of the Investigations Division Interview Rooms and our Digital Evidence Management System.
 7. Upgrade from Taser X2 Electronic Control Devices to the newest model, the Taser 7. The Taser 7 has close quarter and distance settings. Taser 7 can also auto-activate an officer's BWC when turned on; minimizing the occurrence of an officer failing to activate their BWC during a Response to Resistance Incident.
 8. Additional Digital Evidence Licenses to integrate recordings from our SWAT drones. These licenses will include live streaming and GPS tracking capabilities, viewable by any licensed user with an internet connection.
 9. Officers will be outfitted with holster sensors, which can auto-activate an officer's BWC when their service side-arm is drawn from its holster. This will minimize the occurrence of an officer failing to activate their BWC during a deadly force incident.
 10. Axon is the sole source for the listed BWC/Taser/Digital Evidence integration solution because the goods and services are not manufactured or available for purchase elsewhere.
 11. This contract will supersede all current contracts with Axon, effectively bundling all current contracts into this single one.
 12. Entering into this agreement with Axon over a five (5) year period ensures the continuation and/or expansion of existing programs, and brings forth the addition of the listed products and services, in addition to:
 - a. End to end warrantee on equipment
 - b. Option to upgrade BWC equipment every 2 ½ years
 - c. Comprehensive General Liability Insurance
 - d. Cyber Liability Insurance
 13. Total cost: \$3,109,021.30. There is a \$6,052 current outstanding balance in year one, plus \$620,593.86 per year for five years. Effective 1/1/22.
 14. Request Commission to approve agreement with Axon Enterprise, Inc. (Axon) for current body-worn cameras (BWC), Investigations Division Interview Rooms, Digital Evidence Management Software, acquire additional body-worn camera system/accessories, update electronic control devices (tasers) and acquisition of Swat Drone Software for a total amount not to exceed \$3,109,021.30 over a five year period.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$3,109,021.30 (This will be a five (5) year agreement with a cost of \$626,645.86 in year one (1) and \$620,593.86, in years two through 5 (2-5) for a total agreement value of \$3,109,021.30.
- b) Amount budgeted for this item in Account No:** \$504,912.00 was budgeted in account # 001-521-3001-534990-0000-000-0000- (Other Svc)
- c) Source of funding for difference, if not fully budgeted:** A budget adjustment is required

Agenda Request Form Continued (21-1058)

to transfer funds

From:

001-521-3001-552003 (Operating Supplies - Train Unit) - \$31,769.00

001-521-3001-552650 (Non-capital Equipment) - \$89,965.00

To:

001-521-3001-534990 (Other Svc) - \$121,734.00

d) 5 year projection of the operational cost of the project:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$626,646	\$620,594	\$620,594	\$620,594	\$620,594
Net Cost	\$626,646	\$620,594	\$620,594	\$620,594	\$620,594

e) Detail of additional staff requirements: Not Applicable



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 59 WE AC0S6D

Endorsement Number:

Effective Date: 09/27/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: AXON ENTERPRISE, INC.

17800 N 85TH ST
SCOTTSDALE AZ 85255

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Scottsdale Indemnity Company**ENDORSEMENT**

NO. _____

Attached to and forming a part of

Policy No. GNI0000018

Named Insured AXON ENTERPRISE INC

Endorsement Effective Date 03-01-21

12:01 A.M., Standard Time

Agent No. 29602

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- 1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
- 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
- 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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POLICY NUMBER: GNI0000018

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN
ADDITIONAL INSURED UNDER WRITTEN CONTRACT, WRITTEN AGREEMENT OR
WRITTEN PERMIT CURRENTLY IN EFFECT OR BECOMING EFFECTIVE DURING THE
TERM OF THE POLICY AND EXECUTED PRIOR TO THE "BODILY INJURY" OR
"PROPERTY DAMAGE."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against the person(s)
or organization(s) shown in the Schedule above
because of payments we make under this Coverage
Part. Such waiver by us applies only to the extent that
the insured has waived its right of recovery against
such person(s) or organization(s) prior to loss. This
endorsement applies only to the person(s) or
organization(s) shown in the Schedule above.

**COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT # 004

This endorsement, effective 12:01 AM 02/01/2021

Forms a part of policy no.: 034064091

Issued to: AXON ENTERPRISE, INC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

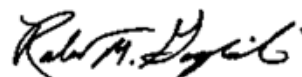
This endorsement modifies insurance provided by the policy:

RETAINED AMOUNT LIABILITY POLICY

- A. Paragraph J., Insured of SECTION V - DEFINITIONS** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this **policy period** and executed prior to the **occurrence** of the **bodily injury** or **property damage**.
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:**
- 1. This endorsement shall only apply to SECTION I - INSURING AGREEMENT - RETAINED AMOUNT LIABILITY, bodily injury or property damage.**
 - 2. The person or organization is only an additional insured with respect to liability arising out of your work or your product for that additional insured.**
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.**
 - 4. The insurance provided to such an additional insured does not apply to bodily injury or property damage arising out of the rendering of or failure to render any professional services by any architect, engineer or surveyor including:**
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and**
 - i Supervisory, inspection, architectural or engineering activities.**
 - 5. This insurance does not apply to bodily injury or property damage arising out of your work or your product included in the products-completed operations hazard unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.**
 - 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis. In such case, coverage provided by this endorsement shall be primary and non-contributory.**

- C. Subparagraph 1.a.(1) of Paragraph F. **Pollution** of **SECTION III - EXCLUSIONS** does not apply to you if the **bodily injury** or **property damage** arises out of **your work** or **your product** performed on premises which are owned or rented by the additional insured at the time **your work** or **your product** is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any **occurrence** which may result in a claim or **suit**, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of the policy.

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT # 006

This endorsement, effective 12:01 AM 02/01/2021

Forms a part of policy no.: 034064091

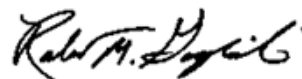
Issued to: AXON ENTERPRISE, INC

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**

ENDORSEMENT # 004

This endorsement, effective 12:01 AM 02/01/2021

Forms a part of policy no.: 034064092

Issued to: AXON ENTERPRISE, INC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

This endorsement modifies insurance provided by the policy:

RETAINED AMOUNT LIABILITY POLICY

A. Paragraph **J.**, **Insured** of **SECTION V - DEFINITIONS** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this **policy period** and executed prior to the **occurrence** of the **bodily injury** or **property damage**.

B. The insurance provided to the above described additional insured under this endorsement is limited as follows:

1. This endorsement shall only apply to **SECTION I - INSURING AGREEMENT - RETAINED AMOUNT LIABILITY, bodily injury or property damage**.

2. The person or organization is only an additional insured with respect to liability arising out of **your work** or **your product** for that additional insured.

3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

4. The insurance provided to such an additional insured does not apply to **bodily injury** or **property damage** arising out of the rendering of or failure to render any professional services by any architect, engineer or surveyor including:

i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

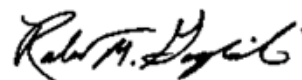
i Supervisory, inspection, architectural or engineering activities.

5. This insurance does not apply to **bodily injury** or **property damage** arising out of **your work** or **your product** included in the **products-completed operations hazard** unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis. In such case, coverage provided by this endorsement shall be primary and non-contributory.

- C. Subparagraph 1.a.(1) of Paragraph F. **Pollution** of **SECTION III - EXCLUSIONS** does not apply to you if the **bodily injury** or **property damage** arises out of **your work** or **your product** performed on premises which are owned or rented by the additional insured at the time **your work** or **your product** is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any **occurrence** which may result in a claim or **suit**, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of the policy.

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT # 016

This endorsement, effective 12:01 AM 02/01/2021

Forms a part of policy no.: 034064092

Issued to: AXON ENTERPRISE, INC

By: LEXINGTON INSURANCE COMPANY

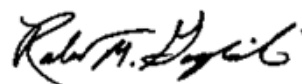
**WAIVER OF SUBROGATION (BLANKET)
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

RETAINED AMOUNT LIABILITY

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the **Insured** has waived liability of such person or organization as part of a written contractual agreement between the **Insured** and such person or organization entered into prior to the **occurrence** or offense.

All other terms and conditions of the policy remain the same.



**Authorized Representative OR
Countersignature (In states where applicable)**

Rojas, Dominique

From: Rotstein, Daniel
Sent: Wednesday, November 24, 2021 12:04 PM
To: Rojas, Dominique
Subject: FW: Axon Enterprise, Inc. - New, Multi-function Contract - City of Pembroke Pines, FL - Risk Approval Request
Attachments: COI (GL, Umbr) Exp. 3-1-2022.pdf; COI (Auto, WC) Exp. 9-27-2022.pdf; COI (E&O) Exp. 9-30-2022.pdf; 2021 09 27 Workers Compensation WOS Endt.pdf; 2021 09 30 Auto AI and WOS Endt.pdf; 2021-2022 GL (Occurrence) Endt - Blanket Additional Insured.PDF; 2021-2022 GL (Occurrence) Endt - Blanket Waiver of Subrogation.pdf; 2021-2022 GL (Occurrence) Endt - Primary and Non Contributory.PDF; 2021 02 01 Products Liability (Claims Made) Endt - Blanket AI.pdf; 2021 02 01 Products Liability (Claims Made) Endt - Blanket WOS.pdf; 2021 02 01 Products Liability (Occurrence) Endt - Blanket AI.PDF; 2021 02 01 Products Liability (Occurrence) Endt - Blanket WOS.pdf; Pembroke Pines PD (FL) - Axon - MSPA - Oct. 2021.docx.pdf; Addendum to Axon Enterprise, Inc. - Multi-Item Agreement (00480186-2xC4B6A).pdf; Q-333281-44504.623BR.PDF.pdf

Approved.

From: Rojas, Dominique
Sent: Wednesday, November 24, 2021 9:00 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Axon Enterprise, Inc. - New, Multi-function Contract - City of Pembroke Pines, FL - Risk Approval Request

Dear Daniel,

Good morning. Please find attached for your review the COI's for the above-referenced agreement. Also attached are:

The vendor's agreement
The city's addendum
The proposal

We thank you for your attention and stand by for your approval.

Kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)

Task & Event Details: Request Task

Task has been completed.

Details

Task Name Department Head Review	Employee Assigned To Shimpeno, Kipp	Start Date 11/15/2021
End Date 11/22/2021	Notify Days 7	Details Please review this request and approve as to Scope, Term and Compensation. Should you have any questions, please contact the Contracts Division at 954-392-7435 or <u>contracts@ppines.com</u>.
Notes	Status Task Complete	Amount 0.00
Is Task Complete Yes	Task Complete Date 11/22/2021	Role or Group Police - Department Head Approval
Escalate To	Escalate After (Days) 0	Alternate Email
Days to Complete 7	Original Task End Date 11/22/2021	Number of days end date was altered 0
Actual Non Working Days 3	Working Days To Complete 4	Total Task Time 4.8709
RemainOpenStatus Open	hasMergableDescription No	Task Process Area
Days In Process 7	Working Days In Process 4	

Record Info

Order Number 0.00	Entered By	Date Entered 11/15/2021 2:52:25 PM
Updated By Stasio, Chris	Date Updated 11/22/2021 11:46:31 AM	Request ID 308
Task ID 1338	Task Type	Auto Complete On End Date No