

**FIRST AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT  
WITH AXON ENTERPRISE, INC.**

**THIS FIRST AMENDMENT** (the "Amendment") to the Master Services and Purchasing Agreement is made and entered into by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and AXON ENTERPRISE, INC., a Delaware Corporation, hereinafter referred to as "Axon."

**WHEREAS**, on March 21, 2019, the parties entered into the Master Services and Purchasing Agreement (the "Original Agreement") that contained Quote Appendix: Q-193482 ("Original Quote"), that included three (3) licenses for the Officer Safety Plan ("OSP") 7 and thirty (30) units of storage; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to include Quote Appendix: Q-233655 ("Additional Quote"), containing an additional sixteen (16) Basic Licenses and one hundred sixty (160) units of storage (the "additional licenses"), for a total of nineteen (19) licenses for OSP 7 and one hundred ninety (190) units of storage; and

**WHEREAS**, Axon is providing the City with a credit of \$9,400.00 to cover part of the cost associated with the additional licenses, leaving a balance of \$2,600.00 that will be due in the fifth year of the Original Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

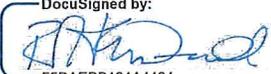
- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this Amendment is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL QUOTE APPENDIX**

The Original Quote is amended to include the Additional Quote, which is attached as Exhibit "A" hereto and incorporated as if set forth fully herein.

**IN WITNESS WHEREOF**, the parties executed this Amendment as of the date last identified below.

**AXON ENTERPRISE, INC.**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Robert Driscoll  
 VP, Associate General Counsel

Date: 2/20/2020 | 12:46 PM MST

**CITY OF NORTH PORT, FLORIDA**

By: \_\_\_\_\_  
 Peter D. Lear, CPA, CGMA, City Manager

Date: \_\_\_\_\_

ATTEST

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
 Heather Taylor, CMC  
 Interim City Clerk

\_\_\_\_\_  
 Amber L. Slayton  
 City Attorney

**EXHIBIT A – QUOTE APPENDIX: Q-233655**



# AXON

**North Port Police Dept. - FL**

**AXON SALES REPRESENTATIVE**

David Gollobit  
(480) 905-2060  
dgollobit@axon.com

**ISSUED**  
2/11/2020

Q-233655-43872.945DG



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-233655-43872.945DG**

Issued: 02/11/2020

Quote Expiration: 03/31/2020

Account Number: 138516

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground  
 Contract Number: 00021175

**SHIP TO**

Chris Morales  
 North Port Police Dept. - FL  
 4980 City Hall Blvd.  
 North Port, FL 34286  
 US

**BILL TO**

North Port Police Dept. - FL  
 4970 City Hall Blvd.  
 North Port, FL 34286  
 US

**SALES REPRESENTATIVE**

David Gollobit  
 Phone: (480) 905-2060  
 Email: dgollobit@axon.com  
 Fax: 888-821-8703

**PRIMARY CONTACT**

Chris Morales  
 Phone: (941) 429-7319  
 Email: cmorales@northportpd.com

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		16	30.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					<b>Total</b>	<b>0.00</b>

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		16	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					<b>Total</b>	<b>0.00</b>

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		16	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 4**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		16	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		16	180.00	162.50	2,600.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	2,600.00
					Estimated Tax	0.00
					Total	2,600.00

<b>Grand Total</b>	<b>2,600.00</b>
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## Discounts (USD)

Quote Expiration: 03/31/2020

List Amount	12,000.00
Discounts	9,400.00
<b>Total</b>	<b>2,600.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	0.00
Year 2	0.00
Year 3	0.00
Year 4	0.00
Year 5	2,600.00
<b>Grand Total</b>	<b>2,600.00</b>

**Notes**

This quote is co-termed with quote Q-207025 (executed contract #00021175). Year one has been pro-rated to 2.5 months to align with agency annual billing dates. This has been done according to an anticipated license start date of 2/1/2020 as the end date of these subscriptions is subject to change if the ship/start date changes.

The parties agree that Axon is granting a refund of \$9,400 for customer referral program.

Tax is subject to change at order processing with valid exemption.

**Axon's Sales Terms and Conditions**

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](http://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. 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
 PO# (Or write N/A): \_\_\_\_\_

Please sign and email to David Gollobit at [dgollobit@axon.com](mailto:dgollobit@axon.com) or fax to 888-821-8703

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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**\*\*\*Axon Internal Use Only\*\*\***

		SFDC Contract#:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		