



**Second Amendment to the  
Master Services and Purchasing Agreement**

This Second Amendment ("**Amendment 2**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Doral Police Department ("**Agency**"). This Amendment 2 is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are Parties to the Master Services and Purchasing Agreement, by and between Axon Enterprise, Inc. and the Doral Police Department, dated December 28, 2017 (the "**Agreement**"), which is attached hereto as Exhibit A.

The Parties wished to incorporate additional products and scope into the Agreement, and did so under Amendment 1 to the Agreement, dated September 18, 2018 ("Amendment 1"), which is attached hereto as Exhibit B.

The Parties now wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

- 1. Section 7.1 – "Hardware Limited Warranty" of the Agreement is hereby amended to add in the following language:

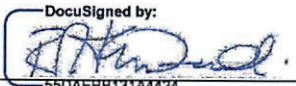
**Hardware Limited Warranty.** Axon warrants that Signal Sidearm Products are free from defects in workmanship and materials for thirty (30) months from the date of Agency's receipt. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement.


- 2. The attached documents are hereby incorporated into the Agreement:
  - a. Axon Cloud Services Terms of Use Appendix (Replaces Evidence.com Terms of Use Appendix)
  - b. Axon Professional Services Appendix (*Replaces previous Professional Services Appendix*)
  - c. Axon Auto-Tagging Appendix
  - d. Axon Respond Appendix
  - e. Add-on Services Appendix
  - f. Axon Investigate Appendix
  - g. Quote Q-474373-45230.741BR
- 3. Except for those terms reflected above, all other terms and conditions of the Agreement and Amendment 1 shall remain unchanged and in full force and effect, and are attached hereto as Exhibit A and Exhibit B, respectively, for reference.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

**AXON:** Axon Enterprise, Inc.

**AGENCY:** Doral Police Department (FL)

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
55DAEBB131A4424...  
 Name: Bobby Driscoll  
 Title: VP, Assoc. General Counsel  
 Date: 11/1/2023 | 1:10 PM MST

  
 Signature: \_\_\_\_\_  
 Name: Manuel Alvarez  
 Title: Deputy Chief  
 Date: 11-9-23



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**AGENCY:** CITY OF DORAL

Signature:     *B.H.*    

Name: Barbie Hernandez

Title: City Manager

Date:     11/17/2023    

Signature:     *Valerie Vicente*    

Name: Valerie Vicente, Esq.

Title: City Attorney

Date:     11/15/2023    

Signature:     *Connie Diaz*    

Name: Connie Diaz

Title: City Clerk

Date:     11/17/2023



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### Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
    - a. **"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.
    - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
    - c. **"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.
    - d. **"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.
  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.
    - a. Agency will also maintain the security of end usernames 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 if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
    - b. 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
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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 or Axon Body 4 Wi-Fi Positioning.** Axon Body 3 or Axon Body 4 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 six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

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 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
  - b. 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.
  - c. 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.
  - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.



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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:
    - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
    - b. 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;
    - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
    - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
    - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
    - f. 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
    - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
  14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (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 ninety (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.
  17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.
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**Professional Services Appendix**

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (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 four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include: **Price Stipulated. If more than four (4) consecutive days of on-site services are needed, additional on-site assistance is available for \$7,000 per week (current price) (4 consecutive days) or \$2000 per day. (current price)**

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Agency need</li> <li>• Register cameras to Agency domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> <li>• Work with IT to install Evidence Sync software on locked-down computers (if applicable). One on-site session included.</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Agency</li> <li>• On-site assistance, not to include physical mounting of docks-</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>• Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon instructor training (Train the Trainer)</b> 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</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b><u>Implementation document packet</u></b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go-live review</b></p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) 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 one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:





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<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> <li>• Troubleshoot IT issues with Axon Evidence and Dock access</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b> 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</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><a href="#"><u>Implementation document packet</u></a> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

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

If later selected by the City of Doral, the terms in paragraph 5 below will apply.

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

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b> 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</p>
<p><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon Evidence Instructor training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>
<p><b>TASER CEW inspection and device assignment</b> 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.</p>
<p><b>Post go-live review</b> <b>For the CEW Full Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes: **(Remove all non-body worn camera items, and or related items)**



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### 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 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include: **(Remove all non-body worn camera items, and or related items)**

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) 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's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

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

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

10. **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.





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11. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays (unless otherwise agreed to by the Parties in advance). Axon will perform all on-site tasks over a consecutive timeframe. Axon (unless otherwise agreed to by the Parties in advance) will not charge Agency travel time by Axon personnel to Agency premises as work hours.
  12. **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.
  13. **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. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
  14. **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 seven (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 seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
  15. **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.
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**Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any 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.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial 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.



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**Axon Respond Appendix**

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

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. **Agency has purchased Respond as part of a bundled offering under Quote Q-474373-45182.592BR.**
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 or Axon Body 4 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.
  - 5.1. With regard to Axon Body 3 or Body 4 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 Axon Respond services, including any Axon-provided LTE service.



**Second Amendment to the  
Master Services and Purchasing Agreement**

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**Add-on Services Appendix**

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
  - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, 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.



## Second Amendment to the Master Services and Purchasing Agreement

### Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



**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-474373-45230.741BR**

Issued: 10/31/2023

Quote Expiration: 11/13/2023

Estimated Contract Start Date: 10/15/2023

Account Number: 210651

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
8401 NW 53rd TERRACE 8401 NW 53rd Ter Miami, FL 33166-4517 USA	Doral Police Dept. - FL 8401 NW 53rd Ter Miami FL 33166-4517 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Mickey Valenzuela Phone: Email: mickey.valenzuela@doralpd.com Fax:

**Quote Summary**

Program Length	62 Months
<b>TOTAL COST</b>	<b>\$1,862,427.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,862,427.00</b>

**Discount Summary**

Average Savings Per Year	\$183,977.83
<b>TOTAL SAVINGS</b>	<b>\$950,552.10</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Oct 2023	\$352,195.79	\$0.00	\$352,195.79
Oct 2024	\$355,644.42	\$0.00	\$355,644.42
Oct 2025	\$369,870.19	\$0.00	\$369,870.19
Oct 2026	\$384,665.00	\$0.00	\$384,665.00
Oct 2027	\$400,051.60	\$0.00	\$400,051.60
<b>Total</b>	<b>\$1,862,427.00</b>	<b>\$0.00</b>	<b>\$1,862,427.00</b>

Quote Unbundled Price: \$2,812,979.10  
 Quote List Price: \$2,367,289.50  
 Quote Subtotal: \$1,862,427.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Unlimited7+	Unlimited 7+ Bundle	167	60	\$238.38	\$193.90	\$184.85	\$1,852,197.00	\$0.00	\$1,852,197.00
<b>A la Carte Hardware</b>									
100775	AB4 MAGNETIC DISCONNECT CABLE	167			\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	21			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	167			\$1,698.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
100678	INVESTIGATE PRO USB DONGLE	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100749	INVESTIGATE PRO DONGLE LICENSE	1	60		\$271.23	\$0.00	\$0.00	\$0.00	\$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	182	2		\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
73478	REDACTION ASSISTANT USER LICENSE	155	2		\$9.00	\$9.00	\$2,790.00	\$0.00	\$2,790.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	155	2		\$24.00	\$24.00	\$7,440.00	\$0.00	\$7,440.00
ProLicense	Pro License Bundle	23	60		\$42.91	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$1,862,427.00</b>	<b>\$0.00</b>	<b>\$1,862,427.00</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	150	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	17	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	5	11/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	184	11/15/2023
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	132	11/15/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	52	11/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	21	11/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	21	11/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	21	11/15/2023
Unlimited 7+ Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	334	11/15/2023
Unlimited 7+ Bundle	75015	SIGNAL SIDEARM KIT	167	11/15/2023
A la Carte	100775	AB4 MAGNETIC DISCONNECT CABLE	167	11/15/2023
Unlimited 7+ Bundle	73309	AXON CAMERA REFRESH ONE	172	05/15/2026
Unlimited 7+ Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	18	05/15/2026
Unlimited 7+ Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	05/15/2026
Unlimited 7+ Bundle	73310	AXON CAMERA REFRESH TWO	172	11/15/2028
Unlimited 7+ Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	21	11/15/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100678	INVESTIGATE PRO USB DONGLE	1	10/15/2023	12/14/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	155	10/15/2023	12/14/2023
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	155	10/15/2023	12/14/2023
A la Carte	73746	PROFESSIONAL EVIDENCE.COM LICENSE	182	10/15/2023	12/14/2023
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	69	12/15/2023	12/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	23	12/15/2023	12/14/2028
Unlimited 7+ Bundle	100801	RECORDS OSP	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73478	REDACTION ASSISTANT USER LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73618	AXON COMMUNITY REQUEST+ LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73638	STANDARDS ACCESS LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73680	RESPOND DEVICE PLUS LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73682	AUTO TAGGING LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1670	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73739	PERFORMANCE LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	12/15/2023	12/14/2028
A la Carte	100749	INVESTIGATE PRO DONGLE LICENSE	1	12/15/2023	12/14/2028



**Services**

Bundle	Item	Description	QTY
Unlimited 7+ Bundle	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	167

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	167	11/15/2024	12/14/2028
Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	5	11/15/2024	12/14/2028
Unlimited 7+ Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	21	11/15/2024	12/14/2028

## Payment Details

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + Gap Coverage	73478	REDACTION ASSISTANT USER LICENSE	155	\$2,790.00	\$0.00	\$2,790.00
Upfront Hardware + Gap Coverage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	155	\$7,440.00	\$0.00	\$7,440.00
Upfront Hardware + Gap Coverage	73746	PROFESSIONAL EVIDENCE.COM LICENSE	182	\$0.00	\$0.00	\$0.00
Upfront Hardware + Gap Coverage	H00001	AB4 Camera Bundle	167	\$0.00	\$0.00	\$0.00
Upfront Hardware + Gap Coverage	H00002	AB4 Multi Bay Dock Bundle	21	\$0.00	\$0.00	\$0.00
Year 1	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 1	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 1	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00
Year 1	Unlimited7+	Unlimited 7+ Bundle	167	\$341,965.79	\$0.00	\$341,965.79
<b>Total</b>				<b>\$352,195.79</b>	<b>\$0.00</b>	<b>\$352,195.79</b>

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 2	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 2	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00
Year 2	Unlimited7+	Unlimited 7+ Bundle	167	\$355,644.42	\$0.00	\$355,644.42
<b>Total</b>				<b>\$355,644.42</b>	<b>\$0.00</b>	<b>\$355,644.42</b>

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 3	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 3	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00
Year 3	Unlimited7+	Unlimited 7+ Bundle	167	\$369,870.19	\$0.00	\$369,870.19
<b>Total</b>				<b>\$369,870.19</b>	<b>\$0.00</b>	<b>\$369,870.19</b>

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 4	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 4	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00

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DocuSign Envelope ID: 0E3F1B01-E5DE-4D33-A889-75DD9435440B

**Oct 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Unlimited7+	Unlimited 7+ Bundle	167	\$384,665.00	\$0.00	\$384,665.00
<b>Total</b>				<b>\$384,665.00</b>	<b>\$0.00</b>	<b>\$384,665.00</b>

**Oct 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 5	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 5	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00
Year 5	Unlimited7+	Unlimited 7+ Bundle	167	\$400,051.60	\$0.00	\$400,051.60
<b>Total</b>				<b>\$400,051.60</b>	<b>\$0.00</b>	<b>\$400,051.60</b>

**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, as negotiated between the Parties and attached hereto as Exhibit A, as well the terms of Amendment 1 (Exhibit B) and Amendment 2 (attached hereto).

#### 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 Quotes #00018752 & 00018753 (originated via Q-174662) and is terminating these contracts upon the new license start date (10/15/2023) of this quote. The terms of the original MSPA and Amendment 1 to the Agreement remain in full force and effect, except as otherwise modified by mutual agreement between the Parties under Amendment 2, and shall govern this Quote.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contracts #00018752 & 00018753. All TAP obligations from these contracts will be considered fulfilled upon execution of this quote.

## Exceptions to Standard Terms and Conditions

Although the invoice plan shows September every year, this date only represents when invoices are sent, no funds will be due until October of each year (payment terms are net 30 days from invoicing).

  
\_\_\_\_\_  
Signature *MANUEL ARREOLA*

*11-9-23*  
\_\_\_\_\_  
Date Signed

10/31/2023

**RESOLUTION No. 23-196**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A SECOND AMENDMENT OF THE AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE OF 167 AXON BODY 4 BODY-WORN CAMERAS, AND ASSOCIATED LICENSES AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$1,862,427.00 FOR A PERIOD OF FIVE (5) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, via Resolution No. 17-215, the City of Doral (the "City") approved the purchase of body-worn cameras from Axon Enterprises, Inc. ("Axon") for the City's Police Department; and

**WHEREAS**, via Resolution No. 18-155, the City approved a modification of the contract with Axon to provide additional terms and increase the number of licenses, among other changes; and

**WHEREAS**, the City's Police Department requests a second amendment to the agreement with Axon for the purpose of purchasing additional cameras and associated equipment for a total of 167 Axon Body 4 body-worn cameras; and

**WHEREAS**, the contract renewal and upgrade will maintain the current licensing with Evidence.com, which is the company's cloud-based system that stores the entire Police Department's data from body-worn cameras to audio records, while streamlining data management and sharing, and will accommodate for future personnel growth within the Police Department; and

**WHEREAS**, Staff respectfully requests that the Mayor and City Council authorize

the City Manager to negotiate and enter into a second amendment with Axon for 167 Axon Body 4 body-worn cameras, and associated licenses and equipment, in substantially the form attached as Exhibit "A"; and

**WHEREAS**, the purchase authorized herein will be funded by the IT Department, Repair and Maintenance Office Equipment-Other, account number 001.22005.500464 in a total amount of \$1,862,427.00.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The City Council, pursuant to Section 2-321 of the City Code, approve the waiver of competitive bidding and hereby authorize the City Manager to negotiate and enter into a second amendment with Axon for the purchase of 167 Axon Body 4 body-worn cameras, and associated licenses and equipment, in substantially the form attached as Exhibit "A," which will be funded from IT Department, Repair and Maintenance Office Equipment-Other, Account No. 001.22005.500464 for the next five (5) years as follows for a total of \$1,862,427.00:

**SUMMARY OF PAYMENTS**

Year 1 (FY23-24)	\$352,195.79
Year 2 (FY24-25)	\$355,644.42
Year 3 (FY25-26)	\$369,870.19
Year 4 (FY26-27)	\$384,665.00
Year 5 (FY27-28)	\$400,051.60
<b>Grand Total</b>	<b>\$1,862,427.00</b>

**Section 3. Authorization.** The City Manager is hereby authorized to execute the second amendment to the agreement, in substantially the form attached as Exhibit "A," and expend budgeted funds on behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.



The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Porras and upon being put to a vote, the

vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 8 day of November, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for  
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