



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

226
8/8/17

Today's Date: 08/03/2017

DOCUMENT TITLE: AXON ENTERPRISE, INC. – INTEGRATED BODY WORN CAMERAS AND DIGITAL EVIDENCE MANAGEMENT SYSTEM, CITYWIDE

COMM. MTG. DATE: 07/11/2017 CAM #: 17-0864 ITEM #: PUR-11 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Procurement Router Name/Ext: L. Blanco/5141 # of originals routed: 2 Date to CAO: 7/28/17

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 8/7/17

Paul G. Bangel
Attorney's Name

PGB/jr
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 8/2/17

4) City Manager's Office: CMO LOG #: Aug-20 Document received from: CCO (8/7/17)

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM

(Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: 8/8/17

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk's Office: Retains 1 Original and forwards 1 Original to: L. Blanco/Procurement/5141

Attach ___ certified Reso # ___ YES NO

Original Route form to CAO/J. Larregui

P-12 CC-APPROVED



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#17-0864

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: July 11, 2017

TITLE: Motion to Approve Proposal for Pilot Program for Integrated Body Worn Cameras and Digital Evidence Management System - Axon Enterprise, Inc.

Recommendation

It is recommended that the City Commission approve the sections inadvertently omitted from the proposal for the pilot program (Phase II) for the Integrated Body Worn Cameras (BWC) and Digital Evidence Management System (Request for Proposals No. 766-11825) with Axon Enterprise, Inc. (Axon), formerly Taser International, Inc.

Background

On June 6, 2017, the City Commission approved contracts with Axon and Motorola. However, the Axon proposal exhibit was missing several tabs of information consisting of marketing materials and vendor's feedback regarding their products. The City Attorney's Office deemed the information necessary for Commission review and as such, the Procurement Division is resubmitting the proposal in its entirety for Commission approval.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Public Safety Cylinder of Excellence, specifically advancing:

- Goal 9: Be the safest urban coastal City in South Florida through preventative and responsive police and fire protection.
- *Objective 2:* Provide quick and exceptional fire, medical, and emergency response.
- Goal 10: Be a City well-prepared for and responsive to all hazards.
- *Objective 1:* Provide and effectively communicate comprehensive emergency management planning and disaster recovery

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready.*

Attachment

Exhibit 1 – Taser (Axon) Proposal

Prepared by: Michael Gregory, Police
Adam Makarevich, Finance
Linda Blanco, Finance

Department Directors: Rick Maglione, Interim Police Chief, Police
Kirk Buffington, Finance

APPROVED

Aye: 5 - Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie and Mayor Seiler

PUR-8 [17-0787](#)

Motion to Approve Addendum to Contract for the Purchase of Turf and Beach Maintenance Equipment and Proprietary Options - Multiple Vendors - \$564,044.60

APPROVED

Aye: 5 - Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie and Mayor Seiler

PUR-9 [17-0790](#)

Motion to Approve Contract for Purchase of Sludge Weighing Scales at the George T. Lohmeyer Wastewater Treatment Plant - Controls & Weighing Systems, Inc. - \$141,654.13

APPROVED

Aye: 5 - Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie and Mayor Seiler

PUR-1 [17-0816](#)

0

Motion to Approve Contract for Purchase of Structured Oral Process (SOP) for Police Officer Testing and Evaluation Services - Morris & McDaniel, Inc. - \$300,000 (three-year total)

APPROVED

Aye: 5 - Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie and Mayor Seiler

PUR-1 [17-0850](#)

1

Motion to Approve Change Order No. 1 to Asphalt Resurfacing Contract - M & M Asphalt Maintenance Inc. - \$806,645

APPROVED Motion to Disapprove and go out to BID

Aye: 5 - Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie and Mayor Seiler

PUR-1 [17-0864](#)

2

Motion to Approve Proposal for Pilot Program for Integrated Body Worn Cameras and Digital Evidence Management System - Axon Enterprise, Inc.

APPROVED

Aye: 5 - Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie and Mayor Seiler

MOTIONS

M-1 [17-0842](#)

Motion to Approve an Amendment to the Event Agreement and Related Road Closings with Strictly Local, Inc. for Food in Motion:



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#17-0639

P-11

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: June 06, 2017

TITLE: Motion to Approve Contracts for Pilot Program for Integrated Body Worn Cameras and Digital Evidence Management System - Motorola Solutions, Inc. and Axon Enterprise, Inc.

Recommendation

It is recommended that the City Commission (Commission) approve contracts, in substantially the forms attached, for a pilot program (Phase II) for the Integrated Body Worn Cameras (BWC) and Digital Evidence Management System (Request for Proposals No. 766-11825) with the top two ranked firms: Motorola Solutions, Inc. (Motorola), and Axon Enterprise, Inc. (Axon), formerly Taser International, Inc.

It is further recommended that the Commission approve terminating pilot agreement negotiations with VieVu LLC due to the vendor's failure to submit a Best and Final Offer (BAFO) by the specified deadline.

Background

The purpose of this pilot program is to provide reliable wearable body cameras, a digital evidence management system, and the accessories and ancillary components to provide a turn-key solution to capture video from an officer's perspective.

Staff conducted negotiations with the top three vendors and requested vendors to submit BAFOs to propose Pilot program costs and to accept extra conditions needed for the Information Technology Department.

- February 21, 2017 – City Commission approved final ranking and commencement of contract negotiations with the top three ranked firms for Integrated Body Worn Cameras and Digital Evidence Management System (CAM 17-0155).
- May 19, 2017 – BAFO letter for Request for Proposal No. 766-11825, Pilot Program (Phase II) was issued to Motorola, Axon and VieVu with deadline to respond.

- May 22, 2017 – Two BAFO responses were received from Axon and Motorola, while VieVu was unable to provide a response before the deadline and was therefore deemed non-responsive.

Staff recommends awarding the two pilot program contracts to Axon and Motorola as they have both complied with the requirements of the solicitation and the requested BAFO.

Upon completion of the pilot program, staff will request full deployment project pricing, conduct final evaluations, recommend contract award, and request Commission approval of the agreement for the full BWC program implementation.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Public Safety Cylinder of Excellence, specifically advancing:

- Goal 9: Be the safest urban coastal City in South Florida through preventative and responsive police and fire protection.
- Objective 2: Provide quick and exceptional fire, medical, and emergency response.
- Goal 10: Be a City well-prepared for and responsive to all hazards.
- Objective 1: Provide and effectively communicate comprehensive emergency management planning and disaster recovery

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready*.

Attachments

- Exhibit 1 – Axon Contract
- Exhibit 2 – Motorola Contract
- Exhibit 3 – RFQ Solicitation
- Exhibit 4 – Taser Proposal
- Exhibit 5 – Motorola Proposal
- Exhibit 6 – Axon BAFO
- Exhibit 7 – Motorola BAFO

Prepared by: Michael Gregory, Police
Adam Makarevich, Finance
Linda Blanco, Finance

Department Directors: Rick Maglione, Interim Police Chief, Police
Kirk Buffington, Finance

Security Investigations, Inc. - \$223,500 (estimated two-year total)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

PUR-6 17-0612

Motion to Approve Purchase of Replacement Playground Equipment - Playmore LLC - \$232,566.72

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

PUR-7 17-0626

Motion to Approve Consent to Assignment of Contract for Liquid Oxygen to Airgas, USA, LLC

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

PUR-8 17-0638

Motion to Approve Annual Contract for Chain Link and Picket Fences - Tropic Fence, Inc. - \$510,946

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

PUR-9 17-0647

Motion to Approve Purchase of Two Emergency Generators - Tradewinds Power Corp. - \$145,996

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

PUR-1 17-0667

0

Motion to Approve Contract for Elevator Maintenance and Repairs - Maverick United Elevator LLC - \$253,748

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler

PUR-1 17-0639

1

Motion to Approve Contracts for Pilot Program for Integrated Body Worn Cameras and Digital Evidence Management System - Motorola Solutions, Inc. and Axon Enterprise, Inc.

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Rogers, Vice Mayor Roberts, Commissioner Trantalis and Mayor Seiler



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation

AXON ENTERPRISE, INC.

Filing Information

Document Number	F10000001499
FEI/EIN Number	86-0741227
Date Filed	03/25/2010
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/09/2017
Event Effective Date	NONE

Principal Address

17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Mailing Address

17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Registered Agent Name & Address

FUQUA, HARRY M
4450 LAFAYETTE STREET
MARIANNA, FL 32447

Name Changed: 07/09/2012

Address Changed: 07/09/2012

Officer/Director Detail

Name & Address

Title CP

SMITH, PATRICK CEO
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Title PRES

Larson, Luke

17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Title T

BEHRENDT, DAN
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Title Secretary

Klint, Douglas
17800 N. 85TH STREET
SCOTTSDALE, AZ 85255

Annual Reports

Report Year	Filed Date
2015	01/28/2015
2016	01/15/2016
2017	01/10/2017

Document Images

05/09/2017 -- Name Change	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
01/28/2015 -- ANNUAL REPORT	View image in PDF format
03/18/2014 -- ANNUAL REPORT	View image in PDF format
03/20/2013 -- ANNUAL REPORT	View image in PDF format
07/09/2012 -- Reg. Agent Change	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
03/17/2011 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- Foreign Profit	View image in PDF format

**AGREEMENT FOR
INTEGRATED BODY WORN CAMERAS AND DIGITAL EVIDENCE
MANAGEMENT SYSTEM, CITYWIDE**

THIS AGREEMENT, made this 6th day of JUNE 2017, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Axon Enterprise, Inc., f/k/a Taser International, Inc., a Delaware corporation authorized to transact business in the State of Florida, (“Contractor”), whose address is 17800 North 85th Street, Scottsdale, Arizona, 85255.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) Request for Qualifications No. 766-11825, Integrated Body Worn Cameras and Digital Evidence Management System, including any and all addenda, prepared by the City of Fort Lauderdale, (“RFQ” or “Exhibit A”).

(2) The Contractor’s response to the RFQ, dated November 4, 2016, (“Exhibit B”), except that the Contractor’s Requested Exceptions to City of Fort Lauderdale Solicitation 766-11825 for Integrated Body Worn Cameras and Digital Evidence Management dated October 24, 2016, the proposed Master Services and Purchasing Agreement between Taser International, Inc. and Ft. Lauderdale Police Dept. – FL, the proposed Evidence.com Terms of Use Appendix, the proposed Professional Services Appendix, the proposed TASER Assurance Plan Appendix, the proposed Service Level Agreement Appendix, the proposed 2016 Expert Retainer Agreement, and any language contained in Exhibit B suggesting that any portion of Exhibit B is confidential, including ~~“BEGIN CONFIDENTIAL INFORMATION” and “END CONFIDENTIAL INFORMATION,”~~ shown here as stricken, are deleted.

(3) The Contractor’s Best and Final Offer to the RFQ, dated May 22, 2017, (“Exhibit C”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated JUNE 6, 2017, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit C
- E. Fifth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

I. TERM OF AGREEMENT

The contract period shall commence on June 6, 2017, and shall end on ~~or before~~ June 5, 2018, or earlier, in the City's sole discretion.

II. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents free of charge as provided in Exhibit C. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

III. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

IV. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or

failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, videos, audio recordings and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, videos, audio recordings and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or

shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FORT

LAUDERDALE POLICE DEPARTMENT CUSTODIAN OF PUBLIC RECORDS AT 1300 W. BROWARD BOULEVARD, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 333012, PHONE: 954-828-5002465, EMAIL: ~~PRRCONTRACT~~PublicRecords@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
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 (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

CC. Data


All data created and stored by the body worn camera system shall not be used by the Contractor for commercial purposes without prior written consent of the City.

The Contractor agrees to adhere to all Florida public records laws, including but not limited to Chapter 119 and 112, Florida Statutes, as may be amended from time to time.

Criminal Justice Information System related data shall be maintained in compliance with FBI CJIS Policies. Physical and virtual access must be restricted to individuals that have met the standards set forth in said policies.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:



Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: 

Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney



Sr. Assistant City Attorney

ATTEST:



Douglas Klint, Secretary

AXON ENTERPRISE, INC.

By: 

Luke Larson, President




(CORPORATE SEAL)

STATE OF Arizona :
COUNTY OF Maricopa :

The foregoing instrument was acknowledged before me this 27 day of July, 2017, Luke Larson as President for Axon Enterprise, Inc., f/k/a Taser International, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)



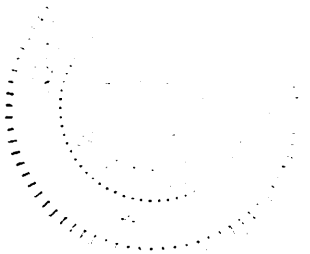
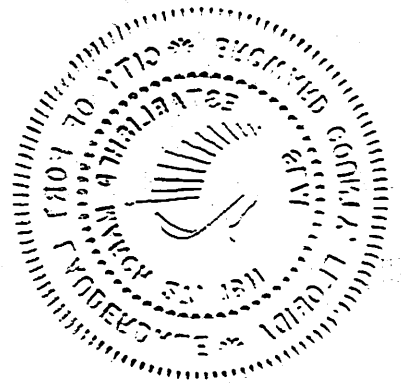


(Signature of Notary Public)
Notary Public, State of Arizona

Alissa McDowell

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



RECEIVED
CITY OF PORTLAND
MAY 19 1908