



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 3 TO
MASTER CONTRACTOR/SERVICES AGREEMENT P2021-034 FOR AXON
DEVICES AND ACCESSORIES

AXON ENTERPRISE, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 3 TO MASTER CONTRACTOR/SERVICES AGREEMENT P2021-034
AXON DEVICES AND ACCESSORIES

THIS AMENDMENT NO. 3 to the Master Contractor/Services Agreement P2021-034 for Axon devices and accessories dated June 8, 2021 ("Agreement"), as amended by Amendment No. 1 dated December 5, 2023, and by Amendment No. 2 dated March 25, 2024, by and between City of Delray Beach, a municipal corporation of the State of Florida ("City"), and Axon Enterprises, Inc., an Arizona Corporation (herein after referred to as "Contractor"), whose address is 17800 N 85th Street, Scottsdale, AZ 85255, (each a "Party" and together the "Parties"), is entered this 21 day of MAY, 2025.

WITNESSETH:

WHEREAS, on June 8, 2021, the City entered into a five (5) year agreement with Contractor for Axon devices and accessories (the "Agreement"); and

WHEREAS, on December 5, 2023, the City and the Contractor executed Amendment No. 1 to the Agreement for the inclusion of Axon Investigate, formerly Input Ace, a video enhancement solution that was previously utilized through a different vendor and subsequently purchased by Axon Enterprise, Inc., at a cost of Twenty-Five Thousand, Two Hundred, Fifteen Dollars, and Fifty Cents (\$25,215.50); and

WHEREAS, on March 25, 2024, the City and the Contractor executed Amendment No. 2 to the Agreement to purchase additional Tasers at the cost of Twenty-Two Thousand, Four Hundred, Two Dollars, and Sixty Cents (\$22,402.60); and

WHEREAS, the City and the Contractor desire to further amend the Agreement to add additional seventeen (17) Axon Fleet camera systems at a cost of One Hundred Forty-Five Thousand, Nine Hundred, Eighty-Two Dollars, and Forty Cents (\$145,982.40), pursuant to Quote #Q-667795-45748.737BR, which is attached hereto as Exhibit "A", bringing the total amount of the Agreement to \$2,964,272.00; and

WHEREAS, the City determines that it is in the best interest of the City to approve this Amendment No. 3 to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the Parties hereto acknowledge, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 3 incorporates Quote #Q-667795-45748.737BR, and the Agreement is hereby amended to cover the cost of additional Axon Fleet camera systems.
3. Pursuant to Florida Statute § 787.06(13), Contractor has provided to the City an affidavit,

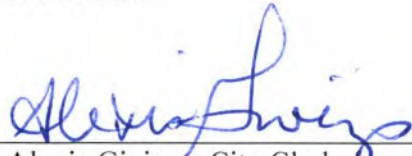
which is attached hereto and incorporated herein, executed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that Contractor does not use coercion for labor or services as defined in the statute.

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both Parties.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the City and Contractor hereto have executed the Amendment as of the day and year first above written

ATTEST:



Alexis Givings, City Clerk

Approved as to form and
legal sufficiency:



Lynn Gelin, City Attorney

CITY OF DELRAY BEACH

BY: 

Terrence R. Moore, City Manager



AXON ENTERPRISE, INC.

BY: 

Robert E. Driscoll, Jr.

Printed Name

Deputy General Counsel
Title

(SEAL)



STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 14th day of May, 2025, by
Robert E. Driscoll, Jr. (name of person), as Deputy General Counsel (type of
authority) for Axon Enterprise, Inc. (name of party on behalf of whom instrument was executed).

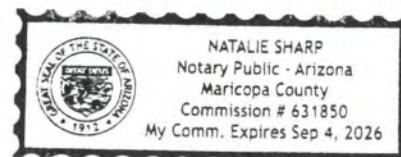
Personally known ☒ OR Produced Identification

Type of Identification Produced _____



Natalie Sharp

Notary Public – State of Arizona





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

EXHIBIT A

Q-667795-45748.737BR

Issued: 04/01/2025

Quote Expiration: 05/31/2025

Estimated Contract Start Date: 06/01/2025

Account Number: 108125

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delray Beach Police Dept - FL 300 W Atlantic Ave Delray Beach, FL 33444-3666 USA	Delray Beach Police Dept - FL 300 W Atlantic Ave Delray Beach FL 33444-3666 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Ron Brown Phone: Email: brownro@mydelraybeach.com Fax:

Quote Summary

Program Length	16 Months
TOTAL COST	\$145,982.40
ESTIMATED TOTAL W/ TAX	\$145,982.40

Discount Summary

Average Savings Per Year	\$60,498.24
TOTAL SAVINGS	\$80,664.32

Payment Summary

Date	Subtotal	Tax	Total
May 2025	\$72,991.20	\$0.00	\$72,991.20
Oct 2025	\$72,991.20	\$0.00	\$72,991.20
Total	\$145,982.40	\$0.00	\$145,982.40

Quote Unbundled Price:	\$226,646.72
Quote List Price:	\$94,574.40
Quote Subtotal:	\$145,982.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	17	16		\$108.00	\$297.00	\$80,784.00	\$0.00	\$80,784.00
Fleet3A	Fleet 3 Advanced	17	16	\$725.26	\$239.70	\$239.70	\$65,198.40	\$0.00	\$65,198.40
Total							\$145,982.40	\$0.00	\$145,982.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	17	1	05/01/2025
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	17	1	05/01/2025
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	17	1	05/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	17	1	05/01/2025
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	17	1	09/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	17	06/01/2025	09/30/2026
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	17	06/01/2025	09/30/2026
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	17	06/01/2025	09/30/2026
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	34	06/01/2025	09/30/2026

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	17
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	17

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	17	05/01/2026	09/30/2026
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	17	05/01/2026	09/30/2026

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	300 W Atlantic Ave	Delray Beach	FL	33444-3666	USA

Payment Details

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Coterm to Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	17	\$40,392.00	\$0.00	\$40,392.00
Coterm to Year 4	Fleet3A	Fleet 3 Advanced	17	\$32,599.20	\$0.00	\$32,599.20
Total				\$72,991.20	\$0.00	\$72,991.20

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	17	\$40,392.00	\$0.00	\$40,392.00
Year 5	Fleet3A	Fleet 3 Advanced	17	\$32,599.20	\$0.00	\$32,599.20
Total				\$72,991.20	\$0.00	\$72,991.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/1/2025



CITY OF DELRAY BEACH

Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Axon Enterprise, Inc.
Vendor FEIN: 86-0741227
Vendor's
Authorized
Representative
Name and Title: Robert Driscoll, Deputy General Counsel
Address: 17800 N. 85th St
City: Scottsdale State: AZ Zip: 85255
Phone Number: (800) 978-2737
Email Address: contracts@axon.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the at the facts stated in it are true.

Signature: _____

(Authorized Signature)

Print Name
and Title: _____

Date: _____

Robert E. Driscoll, Jr.
November 25, 2024