

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #010720-AXN

This agreement (“the Agreement”) is hereby made as of the last signature date between San Mateo County (CA) District Attorney's Office (“Agency”) and Axon Enterprise, Inc. (“Axon”). Collectively, Agency and Axon are the “Parties.”

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 010720-AXN with Sourcewell dated February 25, 2020, related to “Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories” (the “Sourcewell Contract”), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

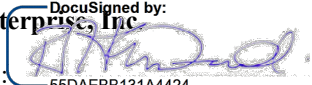
NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in Quote Q-528757-45288.783NC (the “Quote”) attached hereto as Exhibit A.
2. Exhibit B - Service Provider Supplemental Attachment is incorporated into this Agreement and in the event of any conflicts with any other provisions herein or documents incorporated by reference, Exhibit B shall prevail.
3. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with Sourcewell Contract #010720-AXN, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

Axon Enterprise, Inc. DocuSigned by:

 Signature: _____
55DAEBB431A4424
 Name: Robert Driscoll
 Title: Deputy General Counsel

Agency
 Signature: _____
 Name: _____
 Title: _____

4/19/2024 | 3:05 PM MST

Date: _____

Date: _____

Exhibit A



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

Q528757-45288.783NC

Issued: 03/12/2024

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 05/01/2024

Account Number: 485965

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
San Mateo County (CA) District Attorney's Office 400 County Ctr Redwood City, CA 94063-1662 USA	San Mateo County (CA) District Attorney's Office 400 County Ctr Redwood City CA 94063-1662 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nathan Coady Phone: Email: ncoady@axon.com Fax:	Andrew Sedik Phone: +16506869924 Email: asedik@smcgov.org Fax: (650) 363-4873

Quote Summary

Program Length	60 Months
TOTAL COST	\$492,577.80
ESTIMATED TOTAL W/ TAX	\$492,577.80

Discount Summary

Average Savings Per Year	(\$7,567.56)
TOTAL SAVINGS	(\$37,837.80)

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$90,943.22	\$0.00	\$90,943.22
May 2025	\$94,580.95	\$0.00	\$94,580.95
May 2026	\$98,364.18	\$0.00	\$98,364.18
May 2027	\$102,298.75	\$0.00	\$102,298.75
May 2028	\$106,390.70	\$0.00	\$106,390.70
Total	\$492,577.80	\$0.00	\$492,577.80

Quote Unbundled Price: \$454,740.00
 Quote List Price: \$454,740.00
 Quote Subtotal: \$492,577.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
UnlimAll	Unlimited Storage (Includes API Access)	143	60		\$53.00	\$57.41	\$492,577.80	\$0.00	\$492,577.80
Total							\$492,577.80	\$0.00	\$492,577.80

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Unlimited Storage (Includes API Access)	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	143	05/01/2024	04/30/2029
Unlimited Storage (Includes API Access)	73686	UNLIMITED 1ST-PARTY STORAGE	143	05/01/2024	04/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 County Ctr	Redwood City	CA	94063-1662	USA

Payment Details

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	UnlimAll	Unlimited Storage (Includes API Access)	143	\$90,943.22	\$0.00	\$90,943.22
Invoice Upon Fulfillment	UnlimAll	Unlimited Storage (Includes API Access)	143	\$0.00	\$0.00	\$0.00
Total				\$90,943.22	\$0.00	\$90,943.22

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	UnlimAll	Unlimited Storage (Includes API Access)	143	\$94,580.95	\$0.00	\$94,580.95
Total				\$94,580.95	\$0.00	\$94,580.95

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	UnlimAll	Unlimited Storage (Includes API Access)	143	\$98,364.18	\$0.00	\$98,364.18
Total				\$98,364.18	\$0.00	\$98,364.18

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	UnlimAll	Unlimited Storage (Includes API Access)	143	\$102,298.75	\$0.00	\$102,298.75
Total				\$102,298.75	\$0.00	\$102,298.75

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	UnlimAll	Unlimited Storage (Includes API Access)	143	\$106,390.70	\$0.00	\$106,390.70
Total				\$106,390.70	\$0.00	\$106,390.70

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.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

EXHIBIT B -ATTACHMENT SP
Service Provider Supplemental Attachment

This attachment is part of the agreement between Axon Enterprise, Inc and the County of San Mateo.

I. Contract Dollar Amount

In no event shall total payment for services under this Agreement exceed Four hundred ninety-two thousand five hundred seventy-seven and eighty cent \$492,577.80 .

II. AVAILABILITY OF FUNDS

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

III. EQUAL BENEFITS ORDINANCE

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

IV. EMPLOYEE JURY SERVICE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

V. HISTORY OF DISCRIMINATION

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

VI. HOLD HARMLESS

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

VII. LIVING WAGE

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

VIII. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IX. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- i. Comprehensive General Liability... \$1,000,000

- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. Professional Liability..... \$1,000,000
- iv. Cybersecurity Insurance \$5,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

X. PREVAILING WAGE

Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the Information Services Department, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

XI. CALIFORNIA PUBLIC RECORDS ACT REQUESTS

Nothing in this Agreement shall prevent Customer from complying with legal obligations to disclose information, including Confidential Information, pursuant to the California Public Records Act, (California Government Code section 6250 et seq.), a valid subpoena or court order, or other applicable legal authority.