

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
COCONUT CREEK AND AXON ENTERPRISE, INC., PREVIOUSLY KNOWN AS
TASER INTERNATIONAL, INC., FOR TASER EQUIPMENT**

This Amendment No. 1 to the Agreement between the City of Coconut Creek and TASER INTERNATIONAL INC., for Taser equipment dated March 22, 2017, (“Agreement”), is made this ____ day of July 2018, by and between the City of Coconut Creek, Florida, (the “City”), and AXON Enterprise, Inc., previously known as TASER International, Inc., (the “VENDOR”), whom agree as follows:

WITNESSETH:

WHEREAS, the parties desire to amend the Agreement between the City of Coconut Creek and TASER International, Inc. for Taser Equipment dated March 22, 2017 (“Agreement”) to amend the Contract Price to the Agreement, to provide Tasers and equipment for newly hired Officers and to remove TASERs and equipment which are no longer under warranty, both of which were not taken into consideration at the time of the original Agreement and to acknowledge the name change from TASER International, Inc. to AXON Enterprise, Inc.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to acknowledge the name change from TASER International, Inc. to AXON Enterprise Inc.
3. The parties desire to amend Paragraph 1 of the Agreement as follows:

1. The Contract Documents

The contract documents consist of this Agreement, the Sole-Source Vendor documentation, and the List of Equipment to be purchased by the CITY that was invented and patented by **VENDOR** (attached hereto as Exhibit “~~A~~” “A-1”) and the Warranty Terms (attached as Exhibit “~~B~~” “B-1”).

4. The parties desire to amend Paragraph 3 of the Agreement as follows:

3. Contract Price

The total amount of the equipment plus warranties as provided in Paragraph (2) above shall not exceed ~~Thirty Two Thousand and 00/100 Dollars (\$32,000)~~ Fifty Thousand and 00/100 Dollars (\$50,000.00) per year.

5. All other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1, on the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Mary C. Blasi, City Manager

ATTEST:

Approved as to Legal Sufficiency and Form:

By: _____
Leslie W. May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney

VENDOR

ATTEST:

AXON ENTERPRISE, INC.
Company Name

(Corporate Secretary)

Signature of EVP, Global Sales

Type/Print Name-Corporate Sec'ty

Type/Print Name of EVP, Global Sales

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OR ARIZONA

:SS

COUNTY OF MARICOPA

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____ of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2018.

Signature of Notary Public
State of Arizona

Print/Type/Stamp Name of Notary Public

- Personally known to me, or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath