

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
TASER INTERNATIONAL, INC.
for
TASER EQUIPMENT

THIS AGREEMENT is made and entered into this 22 day of March, 2017 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "CITY") and TASER INTERNATIONAL, INC. located at 17800 North 85th Street, Scottsdale, AZ 85255 (the "VENDOR") to provide Taser Equipment as a Sole-Source Vendor of patented Taser equipment.

Now therefore, in consideration of the mutual covenants hereinafter set forth, CITY and VENDOR agree 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") and the Warranty Terms (attached as Exhibit "B").

2. The Work

The VENDOR shall provide the Taser equipment as referenced in Exhibit "A" to CITY within thirty (30) days of orders placed for same.

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 (\$32,000.00) per year.

4. Contract Term

The initial Agreement period shall be for three (3) years from date of execution.

5. Contract Extension

The CITY reserves the right to extend the Agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the CITY. VENDOR may increase pricing effective on the anniversary date of the contract effective date. Such increase will be acknowledged by Vendor and the City in writing within (30) days in advance. Such increases shall not exceed four percent (4%) annually. VENDOR shall give written notice to the CITY not less than ninety (90) days prior to renewal date of any adjustment in the initial Agreement amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Agreement is in the best interest of the CITY.

In the event services are scheduled to end because of the expiration of this Agreement, the VENDOR shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The VENDOR shall be compensated for the service at the rate(s) in effect when the CITY invokes this extension clause.

6. **Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this Agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the **CITY** shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded **VENDOR** agrees to rent/sell/lease all goods and services to the **CITY** or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The **CITY** expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded **VENDOR** shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7. **Payments**

Payments will be made by **CITY** within thirty (30) days from date the invoice is provided from **VENDOR** to **CITY** for same.

8. **Indemnity/Hold Harmless**

The parties agree that one percent (1%) of the total compensation paid to **VENDOR** for the work of the Agreement shall constitute specific consideration to **VENDOR** for the indemnification to be provided under the Agreement. The **VENDOR** shall indemnify and hold harmless the **CITY** Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **VENDOR**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the **CITY**, or any of their agents or employees by any employee of the **VENDOR**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the **VENDOR** or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.

9. **Public Entity Crimes Statement**

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a **VENDOR**, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

10. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the

intent of the Parties that the **VENDOR** is an independent Contractor under this Agreement and not the **CITY's** employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The **VENDOR** shall retain sole and absolute discretion in the judgment of the manner and means of carrying out **VENDOR's** activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of **VENDOR**, which policies of **VENDOR** shall not conflict with City, State, or United States policies, rules or regulations relating to the use of **VENDOR's** funds provided for herein. The **VENDOR** agrees that it is a separate and independent enterprise from the **CITY**, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the **VENDOR** and the **CITY** and the **CITY** will not be liable for any obligation incurred by **VENDOR**, including but not limited to unpaid minimum wages and/or overtime premiums.

11. Default

11.1 Termination for Cause

In the event the **VENDOR** shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the **CITY** may, upon written notice to the **VENDOR**, terminate this Agreement effective immediately. In the event of such termination the **CITY** may hold the **VENDOR** liable for any and all damages sustained by the **CITY** arising out of such default, including but not limited to costs of procurement and cover.

Procedures:

- a. Written notice shall be provided to **VENDOR** setting forth the reasons for said termination and
- b. Only after the **VENDOR** has been afforded a reasonable opportunity as determined by the **CITY** to correct alleged problems; and
- c. Only after a hearing before the City Manager is granted to **VENDOR**, at which time the **VENDOR** shall be given an opportunity to be heard.

11.2 Termination for Default

In the event the **VENDOR** shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the **CITY** shall give the **VENDOR** written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within thirty (30) days thereof. In the event the **VENDOR** has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the **CITY**, the **CITY** shall have all legal remedies available to it, including, but not limited to termination of the Agreement in which case the **VENDOR** shall be liable for any and all damages permitted by law arising from the default and breach of the Agreement.

11.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice, delivered by certified mail, return receipt requested, to the **VENDOR**, the **CITY** may without cause and without prejudice to any other right or remedy, terminate the Agreement for the **CITY's** convenience whenever the City determines that such termination is in the best interest of the City. Where the Agreement is terminated for the convenience of the **CITY** the notice of termination to the

VENDOR must state that the Agreement is being terminated for the convenience of the **CITY** under the termination clause and the extent of termination. The **VENDOR** shall discontinue all work on the appointed last day of service. All costs and expenses incurred to date will be paid to **VENDOR**.

12. Anti-Discrimination

That **VENDOR** shall for itself, its personal representatives, successors in interests, assigns, sub-contractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) **VENDOR**, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

13. Gratuities and Kickbacks

13.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request,

influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

13.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to **VENDOR** or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

13.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

14. Public Records

VENDOR shall keep such records and accounts and require any and all **VENDORS** and sub-contractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which **VENDOR** expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by **CITY** and shall be kept for a period of three (3) years after

the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for CITY's disallowance of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent VENDOR is a VENDOR acting on behalf of the CITY pursuant to Section 119.0701, Florida Statutes, VENDOR shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, VENDOR agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the CITY.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the CITY all public records in possession of the VENDOR or keep and maintain public records required by the CITY to perform the services. If the VENDOR transfers all public records to the City upon completion of the services, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the services, the VENDOR 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.
- e) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If VENDOR does not comply with this Section, the CITY shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

15. Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the VENDOR without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the VENDOR.

16. Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
Telephone: (954) 973-6720
Facsimile: (954) 973-6777

With a copy to

City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
Telephone: (954) 973-6797
Facsimile: (954) 973-6790

VENDOR

Taser International
17800 North 85th Street
Scottsdale, AZ 85255
Telephone: (480) 991-0797
Facsimile: (480) 991-0791

17. **Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

18. **Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida or in the U.S. District Court, Southern District of Florida.

19. **Signatory Authority**

The **VENDOR** shall provide the **CITY** with copies of requisite documentation evidencing that the signatory for **VENDOR** has the authority to enter into this Agreement.

20. **Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21. **Merger; Amendment**

This Agreement constitutes the entire Agreement between the **VENDOR** and **CITY**, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the **VENDOR** and **CITY**.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi 3/9/17
Mary C. Blasi, CITY Manager /Date

Leslie Wallace May 3/9/17
Leslie Wallace May Date
CITY Clerk



Approved as to form and legal sufficiency:

Terrill C. Pyburn 3/9/17
Terrill C. Pyburn, CITY Attorney /Date

VENDOR

ATTEST:

[Signature]
(Corporate Secretary)

Doug Klint
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

TASER INTERNATIONAL, INC.
Company Name

[Signature] 3/22/17
Signature of President/Owner Date
V.P. Global Sales

Josh Isner
Type/Print Name of President/Owner
V.P. Global Sales

CORPORATE ACKNOWLEDGEMENT

STATE OF Arizona FLORIDA:
COUNTY OF Maricopa :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Doug Klint, of TASER International, Inc a Delaware 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 22nd day of March, 2017.



Caitlin M Morgan
Signature of Notary Public
State of Florida at Large
Arizona

Caitlin M Morgan
Print, Type or 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.

EXHIBIT "A"

TASER International

Protect Life. Protect Trust.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800)978-2737
Fax: (480)999-6152

Joseph Jahrsdoerfer
(954) 973-6716
(954) 973-6718
jjahrsdoerfer@cocoruncreek.net



Quotation

Quote: Q-100282-1
Date: 2/2/2017 2:00 PM
Quote Expiration: 6/30/2017
Contract Start Date*: 6/30/2017
Contract Term: 1 year

AX Account Number:
113502

Bill To:
Cocoruncreek Police Dept - FL
4800 WEST COPAN ROAD
Cocoruncreek, FL 33043
US

Ship To:
Joseph Jahrsdoerfer
Cocoruncreek Police Dept - FL
4800 WEST COPAN ROAD
Cocoruncreek, FL 33043
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joshua Taylor	(480)443-2133	jtaylor@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	11002	HANDLE BEACK, CLASS III, X2CP	USD 944.05	USD9,440.50	USD0.00	USD9,440.50
10	22012	XIPFM BATTERY PACK, TACTICAL, BUNKY EXTENDER, X2/X2CP	USD 58.88	USD588.80	USD0.00	USD588.80
14	11010	XIPFM BATTERY PACK, X2CP	USD 68.02	USD1,088.32	USD0.00	USD1,088.32
94	44203	CARTRIDGE - 25' HYBRID	USD 29.30	USD2,812.80	USD0.00	USD2,812.80
192	44205	Cartridge - Simulation	USD 21.29	USD4,855.68	USD0.00	USD4,855.68
81	24701	XIPFM BATTERY PK ASSEMBLED	USD 44.94	USD3,644.14	USD0.00	USD3,644.14
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/X2CP	USD 176.49	USD176.49	USD0.00	USD176.49
Hardware Total Before Discounts:						USD22,797.73
Hardware Net Amount Due:						USD22,797.73

Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	11004	WARRANTY, 4 YEAR, X26P	USD 297.75	USD 2,977.50	USD 0.00	USD 2,977.50
Extended Warranties Total Before Discounts:						USD 2,977.50
Extended Warranties Net Amount Due:						USD 2,977.50
Subtotal						USD 25,775.23
Estimated Shipping & Handling Cost						USD 296.37
Grand Total						USD 26,071.60

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
 Name (Print): _____ Title: _____
 PO# (if needed): _____

Quote: Q-100282-1

Please sign and email to Joshua Taylor at jotaylor@taser.com or fax to (480) 999-6152

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
 © 2013 TASER International, Inc. All rights reserved.

EXHIBIT
"B"



TASER WARRANTY

1 Warranties:

1.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

1.2 **Warranty Limitations.**

1.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

1.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

1.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

1.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product Instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

1.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

1.3.2 Before delivering product for warranty service, it is the Agency's responsibility

to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

- 1.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.