

**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 October 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:

**W I T N E S S E T H:**

**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”) and the Price List (attached as Exhibit “C”).

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

**3. Contract Price**

The total amount of the equipment as provided in Paragraph (2) above shall not exceed ~~Thirty Two Thousand and 00/100 Dollars (\$32,000.00)~~ Sixty Thousand and 00/100 Dollars (\$60,000.00) per year.

5. All other terms and conditions of the Agreement not inconsistent herewith 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

\_\_\_\_\_  
Signature Douglas Klint, General Counsel

\_\_\_\_\_  
Signature Todd Basche, EVP  
Worldwide Products

\_\_\_\_\_  
Print Douglas Klint, General Counsel

\_\_\_\_\_  
Print Todd Basche, EVP  
Worldwide Products

(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