

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AXON ENTERPRISE, INC., THROUGH THE SOURCEWELL COOPERATIVE PURCHASING NETWORK CONTRACT NUMBER 010720, FOR THE PURCHASE OF AN AXON INTERVIEW ROOM SYSTEM FOR POLICE SUBSTATION AND HEADQUARTERS INCLUDING CAMERAS, SOFTWARE, PERIPHERALS, WARRANTY, MAINTENANCE, AND INSTALLATION SERVICES FOR THE POLICE DEPARTMENT; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8140 – AWARDED TO AXON ENTERPRISE, INC., IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$351,000.00).

WHEREAS, pursuant to Ordinance 20-197, Sourcewell has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Sourcewell program at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the “File Number” referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8140	Axon Enterprise, Inc.	\$351,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to Sourcewell for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with Sourcewell and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by Sourcewell, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to Sourcewell, and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the _____ day of _____, 2022.

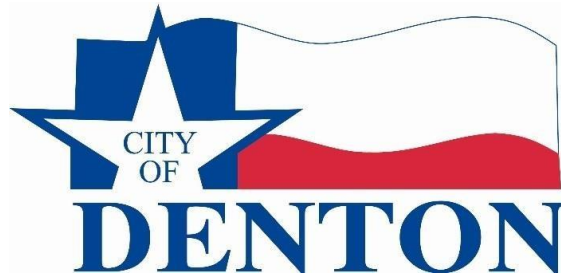
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=~~marcella.lunn@cityofdenton.com~~, c=US
Date: 2022.10.27 21:36:17 -05'00'



DocuSign City Council Transmittal Coversheet

COOP	8140
File Name	Axon Interview Room System
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND
AXON ENTERPRISE, INC.
(File #8140)**

THIS CONTRACT is made and entered into this date _____, by and between **AXON ENTERPRISE, INC.** a Delaware Corporation, whose address is 17800 North 85th Street, Scottsdale, Arizona 85255, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products in accordance with the Supplier's proposal in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "D"**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) Sourcewell Cooperative Purchasing Contract #010720-AXN with Axon Enterprise, Inc., (**Exhibit "B" on file at the office of the Purchasing Agent**);
- (c) Contractor's Proposal (**Exhibit "C"**);
- (d) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "D"**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy***

companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

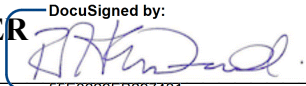
Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SUPPLIER DocuSigned by:
BY: 
AUTHORIZED SIGNATURE

Printed Name: Robert Driscoll

Title: VP, Associate General Counsel

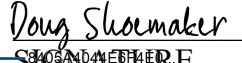
800-978-2737

PHONE NUMBER

Contracts@axon.com

EMAIL ADDRESS

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:

SIGNATURE

Doug Shoemaker
PRINTED NAME

Chief of Police

TITLE

Police

DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____

SARA HENSLEY
CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY


DocuSigned by:
BY: 
4B070831B4AA438...

Exhibit A
Special Terms and Conditions

1. Contract Term

The contract term will be five (5) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department.

2. Total Contract Amount

The contract total shall not exceed \$351,000.00. Pricing shall be per Exhibit C attached.

3. Termination without Cause

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.



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

Q-396657-44756.582DT

Issued: 07/14/2022

Quote Expiration: 01/15/2023

Estimated Contract Start Date: 02/01/2023

Account Number: 129364

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-804 Texas St 804 Texas St Denton, TX 76209-4350 USA	Denton Police Dept. - TX 215 E McKinney St Denton, TX 76201-4229 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Phone: Email: Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$268,548.40
ESTIMATED TOTAL W/ TAX	\$268,548.40

Discount Summary

Average Savings Per Year	\$7,369.08
TOTAL SAVINGS	\$36,845.40

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	\$102,239.83	\$0.00	\$102,239.83
Jan 2024	\$41,577.11	\$0.00	\$41,577.11
Jan 2025	\$41,577.11	\$0.00	\$41,577.11
Jan 2026	\$41,577.11	\$0.00	\$41,577.11
Jan 2027	\$41,577.24	\$0.00	\$41,577.24
Total	\$268,548.40	\$0.00	\$268,548.40

Quote Unbundled Price:	\$305,393.80
Quote List Price:	\$274,216.00
Quote Subtotal:	\$268,548.40

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									
IR1CA	Interview Room 1 Camera Advanced	2	60	\$367.32	\$314.50	\$269.50	\$32,340.00	\$0.00	\$32,340.00
IR2CA	Interview Room 2 Camera Advanced	5	60	\$460.26	\$371.80	\$371.80	\$111,540.00	\$0.00	\$111,540.00
IR2CB	Interview Room 2 Camera Basic	4	60	\$309.36	\$344.75	\$344.75	\$82,740.00	\$0.00	\$82,740.00
IR1CB	Interview Room 1 Camera Basic	1	60	\$432.25	\$319.00	\$314.54	\$18,872.40	\$0.00	\$18,872.40
A la Carte Hardware									
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4			\$64.00	\$64.00	\$256.00	\$0.00	\$256.00
50322	INTERVIEW - TOUCH PANEL PRO	4			\$2,700.00	\$2,700.00	\$10,800.00	\$0.00	\$10,800.00
A la Carte Software									
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	60		\$25.00	\$25.00	\$6,000.00	\$0.00	\$6,000.00
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4			\$1,500.00	\$1,500.00	\$6,000.00	\$0.00	\$6,000.00
Total							\$268,548.40	\$0.00	\$268,548.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 1 Camera Advanced	50293	INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	01/01/2023
Interview Room 1 Camera Advanced	50295	INTERVIEW - SERVER - PRO	2	01/01/2023
Interview Room 1 Camera Advanced	50322	INTERVIEW - TOUCH PANEL PRO	2	01/01/2023
Interview Room 1 Camera Advanced	50363	INTERVIEW - MIC - PTZ MIC KIT	2	01/01/2023
Interview Room 1 Camera Advanced	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	01/01/2023
Interview Room 1 Camera Basic	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	01/01/2023
Interview Room 1 Camera Basic	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	01/01/2023
Interview Room 1 Camera Basic	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	01/01/2023
Interview Room 1 Camera Basic	50322	INTERVIEW - TOUCH PANEL PRO	1	01/01/2023
Interview Room 1 Camera Basic	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	01/01/2023
Interview Room 1 Camera Basic	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	01/01/2023
Interview Room 2 Camera Advanced	50114	INTERVIEW - CAMERA - COVERT SENSOR	5	01/01/2023
Interview Room 2 Camera Advanced	50114	INTERVIEW - CAMERA - COVERT SENSOR	5	01/01/2023
Interview Room 2 Camera Advanced	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	5	01/01/2023
Interview Room 2 Camera Advanced	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	5	01/01/2023
Interview Room 2 Camera Advanced	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	5	01/01/2023
Interview Room 2 Camera Advanced	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	5	01/01/2023
Interview Room 2 Camera Advanced	50220	INTERVIEW - SWITCH - 8 PORT POE	1	01/01/2023
Interview Room 2 Camera Advanced	50295	INTERVIEW - SERVER - PRO	2	01/01/2023
Interview Room 2 Camera Advanced	50322	INTERVIEW - TOUCH PANEL PRO	5	01/01/2023
Interview Room 2 Camera Advanced	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	01/01/2023
Interview Room 2 Camera Advanced	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	5	01/01/2023
Interview Room 2 Camera Advanced	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	5	01/01/2023
Interview Room 2 Camera Basic	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	01/01/2023
Interview Room 2 Camera Basic	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	01/01/2023
Interview Room 2 Camera Basic	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	01/01/2023
Interview Room 2 Camera Basic	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	01/01/2023
Interview Room 2 Camera Basic	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	01/01/2023
Interview Room 2 Camera Basic	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	01/01/2023
Interview Room 2 Camera Basic	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4	01/01/2023
Interview Room 2 Camera Basic	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	01/01/2023
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	4	01/01/2023
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	01/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Advanced	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	02/01/2023	01/31/2028
Interview Room 1 Camera Advanced	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P)	2	02/01/2023	01/31/2028
Interview Room 1 Camera Advanced	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	02/01/2023	01/31/2028
Interview Room 1 Camera Advanced	73840	EVIDENCE.COM BASIC LICENSE	1	02/01/2023	01/31/2028
Interview Room 1 Camera Basic	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	02/01/2023	01/31/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Basic	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	02/01/2023	01/31/2028
Interview Room 1 Camera Basic	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	02/01/2023	01/31/2028
Interview Room 1 Camera Basic	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	02/01/2023	01/31/2028
Interview Room 1 Camera Basic	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	1	02/01/2023	01/31/2028
Interview Room 1 Camera Basic	73840	EVIDENCE.COM BASIC LICENSE	1	02/01/2023	01/31/2028
Interview Room 2 Camera Advanced	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	02/01/2023	01/31/2028
Interview Room 2 Camera Advanced	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	02/01/2023	01/31/2028
Interview Room 2 Camera Advanced	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	02/01/2023	01/31/2028
Interview Room 2 Camera Advanced	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	02/01/2023	01/31/2028
Interview Room 2 Camera Advanced	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	10	02/01/2023	01/31/2028
Interview Room 2 Camera Advanced	73840	EVIDENCE.COM BASIC LICENSE	1	02/01/2023	01/31/2028
Interview Room 2 Camera Basic	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	02/01/2023	01/31/2028
Interview Room 2 Camera Basic	73840	EVIDENCE.COM BASIC LICENSE	1	02/01/2023	01/31/2028
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	02/01/2023	01/31/2028
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	02/01/2023	01/31/2028

Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Advanced	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2
Interview Room 1 Camera Basic	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1
Interview Room 2 Camera Advanced	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5
Interview Room 2 Camera Basic	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Advanced	50448	EXT WARRANTY, INTERVIEW ROOM	2	02/01/2023	01/31/2028
Interview Room 1 Camera Basic	50448	EXT WARRANTY, INTERVIEW ROOM	1	02/01/2023	01/31/2028
Interview Room 2 Camera Advanced	50448	EXT WARRANTY, INTERVIEW ROOM	5	02/01/2023	01/31/2028
Interview Room 2 Camera Basic	50448	EXT WARRANTY, INTERVIEW ROOM	4	02/01/2023	01/31/2028

Payment Details

Jan 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	\$6,000.00	\$0.00	\$6,000.00
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$6,000.00	\$0.00	\$6,000.00
Year 1	50322	INTERVIEW - TOUCH PANEL PRO	4	\$10,800.00	\$0.00	\$10,800.00
Year 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$256.00	\$0.00	\$256.00
Year 1	IR1CA	Interview Room 1 Camera Advanced	2	\$20,296.20	\$0.00	\$20,296.20
Year 1	IR1CB	Interview Room 1 Camera Basic	1	\$5,200.49	\$0.00	\$5,200.49
Year 1	IR2CA	Interview Room 2 Camera Advanced	5	\$41,834.14	\$0.00	\$41,834.14
Year 1	IR2CB	Interview Room 2 Camera Basic	4	\$11,853.00	\$0.00	\$11,853.00
Total				\$102,239.83	\$0.00	\$102,239.83

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	IR1CA	Interview Room 1 Camera Advanced	2	\$3,010.94	\$0.00	\$3,010.94
Year 2	IR1CB	Interview Room 1 Camera Basic	1	\$3,417.98	\$0.00	\$3,417.98
Year 2	IR2CA	Interview Room 2 Camera Advanced	5	\$17,426.45	\$0.00	\$17,426.45
Year 2	IR2CB	Interview Room 2 Camera Basic	4	\$17,721.74	\$0.00	\$17,721.74
Total				\$41,577.11	\$0.00	\$41,577.11

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	IR1CA	Interview Room 1 Camera Advanced	2	\$3,010.94	\$0.00	\$3,010.94
Year 3	IR1CB	Interview Room 1 Camera Basic	1	\$3,417.98	\$0.00	\$3,417.98
Year 3	IR2CA	Interview Room 2 Camera Advanced	5	\$17,426.45	\$0.00	\$17,426.45
Year 3	IR2CB	Interview Room 2 Camera Basic	4	\$17,721.74	\$0.00	\$17,721.74
Total				\$41,577.11	\$0.00	\$41,577.11

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	IR1CA	Interview Room 1 Camera Advanced	2	\$3,010.94	\$0.00	\$3,010.94
Year 4	IR1CB	Interview Room 1 Camera Basic	1	\$3,417.98	\$0.00	\$3,417.98
Year 4	IR2CA	Interview Room 2 Camera Advanced	5	\$17,426.45	\$0.00	\$17,426.45
Year 4	IR2CB	Interview Room 2 Camera Basic	4	\$17,721.74	\$0.00	\$17,721.74
Total				\$41,577.11	\$0.00	\$41,577.11

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	IR1CA	Interview Room 1 Camera Advanced	2	\$3,010.98	\$0.00	\$3,010.98
Year 5	IR1CB	Interview Room 1 Camera Basic	1	\$3,417.97	\$0.00	\$3,417.97
Year 5	IR2CA	Interview Room 2 Camera Advanced	5	\$17,426.51	\$0.00	\$17,426.51
Year 5	IR2CB	Interview Room 2 Camera Basic	4	\$17,721.78	\$0.00	\$17,721.78

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$41,577.24	\$0.00	\$41,577.24

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.

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 www.axon.com/legal/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.

Prior agreement #7541 governs all purchases.

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

7/14/2022

Date Signed



CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

AXON ENTERPRISE, INC.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

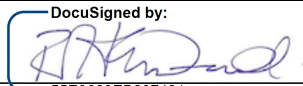
Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:


10/24/2022

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 0C8A173FE4454F658CC2536F91493022	Status: Sent
Subject: Please DocuSign: City Council Contract 8140 Axon Interview Room System	
Source Envelope:	
Document Pages: 15	Signatures: 4
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Ginny Brummett
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Ginny.Brummett@cityofdenton.com
	IP Address: 198.49.140.10


Record Tracking

Status: Original	Holder: Ginny Brummett	Location: DocuSign
10/19/2022 4:17:30 PM	Ginny.Brummett@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Ginny Brummett ginny.brummett@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.10	Sent: 10/19/2022 4:38:46 PM Viewed: 10/19/2022 4:39:04 PM Signed: 10/19/2022 4:39:14 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/19/2022 4:39:18 PM Viewed: 10/20/2022 8:11:35 AM Signed: 10/20/2022 8:12:15 AM
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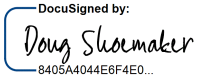
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/20/2022 8:12:17 AM Viewed: 10/21/2022 4:13:13 PM Signed: 10/21/2022 4:13:41 PM
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Electronic Record and Signature Disclosure:
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Robert Driscoll Bobby@axon.com VP, Assoc. General Counsel eSign Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 174.26.30.234	Sent: 10/21/2022 4:13:44 PM Resent: 10/24/2022 8:12:46 AM Viewed: 10/24/2022 9:11:48 AM Signed: 10/24/2022 11:53:07 AM
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Signer Events	Signature	Timestamp
Doug Shoemaker Doug.Shoemaker@cityofdenton.com Chief of Police Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/24/2022 11:53:10 AM Viewed: 10/25/2022 1:27:29 PM Signed: 10/25/2022 2:55:14 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/25/2022 1:27:29 PM
 ID: 00f05303-c188-483f-9751-1d243adb56f9

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

Sent: 10/25/2022 2:55:18 PM

Electronic Record and Signature Disclosure:
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Sara Hensley
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 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Rosa Rios
 rosa.rios@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/19/2022 3:11:50 PM
 ID: f9fe6170-edff-460e-b5c5-41df46032ece

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

Sent: 10/19/2022 4:39:18 PM

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Electronic Record and Signature Disclosure:
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Carbon Copy Events**Status****Timestamp**

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication
 (None)

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Sent: 10/25/2022 2:55:18 PM
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City Secretary Office
 citysecretary@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tiffany Wei
 Tiffany.Wei@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/19/2022 4:38:46 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.