

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- () Other ~~Grant Funds Available~~

[Handwritten Signature]
General Public

Date: 9-8, 2020 City Controller of the City of Houston, Texas

FUND REF: -1000 - AMOUNT: -0- ENCUMB. NO.: RF65108-21

MAF
ije
OR 46-12316

City of Houston, Texas Ordinance No. 2020-769

[Handwritten Mark]
AN ORDINANCE APPROVING AND AUTHORIZING A THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND AXON ENTERPRISE, INC. FORMERLY TASER INTERNATIONAL, INC. FOR TASER DEVICES, TASER ACCESSORIES, TASER SUPPLIES, AND REPAIR SERVICES FOR THE HOUSTON POLICE DEPARTMENT, TO EXTEND THE TERM OF THE AGREEMENT AND INCREASE THE UNIT PRICES; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements, or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 9th day of September, 2020.

APPROVED this 9th day of September, 2020.



Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

City Secretary

(Prepared by Legal Dept. Mary Ann Kerrell)
(MJM/arm 08/31/2020) Senior Assistant City Attorney
(Requested by Art Acevedo, Chief, Houston Police Department)
(L.D. File No. 0621300074005)

AYE	NO	
✓		MAYOR TURNER
.....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

**THIRD AMENDMENT TO AGREEMENT
FOR TASER DEVICES, ACCESSORIES, SUPPLIES AND REPAIR SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT FOR TASER DEVICES, ACCESSORIES, SUPPLIES AND REPAIR SERVICES (the "Third Amendment") is made on date of countersignature by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a Home-Rule municipality of the State of Texas principally situated in Harris County, Texas, acting by and through its governing body, the City Council, and **AXON ENTERPRISE, INC., FORMERLY TASER INTERNATIONAL INC.**, ("Contractor"), a Delaware corporation authorized to do business in Texas.

RECITALS:

1. Pursuant to Ordinance 2013-0786, the City entered into an Agreement with Contractor (the "Original Agreement") whereby Contractor provides TASER devices, accessories, supplies and repair services.
2. Pursuant to Ordinance 2018-0666, the City entered into a First Amendment to Agreement for Taser Devices, Accessories, Supplies and Repair Services (the First Amendment) to extend the term from September 11, 2018 to September 10, 2019.
3. Pursuant to Ordinance 2019-0647, the City entered into a Second Amendment to Agreement for Taser Devices, Accessories, Supplies and Repair Services (the Second Amendment) to extend the term from September 11, 2019 to September 10, 2020.
4. Section 4.1 2. Price Increases of the Original Agreement provides the Contractor and the Director shall negotiate the unit price increase, which shall not exceed 3% of the previous years' price for additional Taser Devices, Taser accessories and Taser Supplies for any purchases made after September 1, 2014. Contractor has not requested a price increase since original agreement was approved by City Council September 4, 2013 and countersigned on September 10, 2013.
5. Contractor will not agree to an extension until September 10, 2021 unless the City agrees to increase prices to the prices set out in Exhibit "A" to this Third Amendment ("Third Amendment.")
6. City desires to extend the term of the Original Agreement, from September 11, 2020 until September 10, 2021.
7. City agrees that the prices requested by Contractor as set out in Exhibit "A" are reasonable.

The City and Contractor agree to amend the Original Agreement, as follows:

I.

A. Section **5.1 Agreement Term** of the Original Agreement as amended, shall be deleted in its entirety and shall be replaced with the following:

5.1 Agreement Term

This Agreement is effective on the Countersignature date of the Original Agreement, September 10, 2013 and remains in effect for eight years unless sooner terminated under this Agreement.

B. Exhibit "B" of the Original Agreement shall be replaced with Exhibit "A" to this Third Amendment

II.

In the event of a conflict between the Original Agreement as amended, and this Third Amendment, this Third Amendment shall prevail.

III.

All other terms and conditions of the Original Agreement as amended, except as amended in this Third Amendment, shall continue in full force and effect.

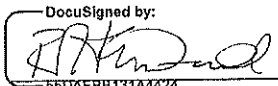
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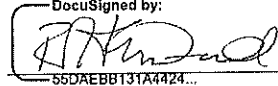
IV.

The Parties have executed this Third Amendment in multiple copies, each of which is an original. Each person signing this Third Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Third Amendment. Each Party represents and warrants to the other that the execution and delivery of this Third Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the Third Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Third Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

ATTEST/SEAL

AXON ENTERPRISE, INC.

DocuSigned by:
By: 
Name: _____
Title: _____

DocuSigned by:
By: 
Name: _____
Title: _____
Tax Id No. _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

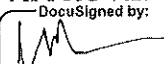
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

DocuSigned by:


Chief, Houston Police Department

City Controller

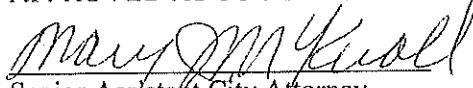
APPROVED:

DATE COUNTERSIGNED:

DocuSigned by:


Carolyn Hanahan
Jery Adams, Chief Procurement Officer
Finance Strategic Procurement Division

APPROVED AS TO FORM:



Senior Assistant City Attorney
L.D. File No.0621300074005

EXHIBIT "A"

TO THE THIRD AMENDMENT TO AGREEMENT

FOR TASER DEVICES, ACCESSORIES, SUPPLIES AND REPAIR SERVICES

UNIT PRICES FOR TASER DEVICES, TASER ACCESSORIES AND TASER SUPPLIES

Model	Product Description	Agency Price
X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)		
22002	Black X2 CEW	\$1,170.00 ea
22003	Yellow X2 CEW	\$1,170.00 ea
X2 Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$62.00 ea
22012	Tactical Performance Power Magazine (TPPM)	\$62.00 ea
X2 Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APPM)	\$75.00 ea
70116	Signal Performance Power Magazine (SPPM) ¹	\$96.00 ea
Optional Accessories		
X2 Holsters		
22501	Holster, X2, Right Hand, BlackhawkI	\$75.00 ea
22504	Holster, X2, Left Hand, BlackhawkI	\$75.00 ea
Customer Care Extended Warranty		
22014	4-year Extended Warranty	\$363.00 ea
TASER Assurance Plan (TAP)		
85049	TAP CEW Annual Payment, X2	\$232.00 ea
Professional Services		
85147	CEW Starter Package	\$2,500.00 ea
85150	CEW Add-on Services ²	\$2,000.00 ea
85168	CEW Full Service with Instructor Training	\$15,000.00 ea
X2 Smart Cartridges³		
22150	15' Live Smart Cartridge	\$34.00 ea
22151	25' Live Smart Cartridge	\$36.00 ea
22152	35' Live Smart Cartridge	\$38.00 ea
22155	Inert Simulator 25' Smart Cartridge	\$49.00 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$35.00 ea
33112	Alligator Clip Smart Cartridge	\$38.00 ea
TASER CAM HD Recorders		
26810	TASER CAM HD	\$548.96 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$576.44 ea
26762	TASER CAM HD USB download kit	\$17.00 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$159.86 ea
26764	TASER CAM HD Replacement Battery	\$59.00 ea
X2 Dataport Download Kits		
22013	Kit, Dataport Download, USB, X2	\$188.00 ea
HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$18.00 ea

EXHIBIT "A"

<i>Training Equipment</i>		
80004	Target, Conductive, 2-Part, Top and Bottom	\$31.00 ea
44550	Sim Suit Model II	\$644.00 ea