
COUNTY ADDENDUM FOR AXON ENTERPRISE, INC.

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS COUNTY ADDENDUM FOR AXON ENTERPRISE, INC. (hereinafter “Addendum”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Axon Enterprise, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the “Parties.” Subject to the changes herein, the Parties have accepted the terms of the Agreements listed below (together referred to as the “Agreement”), and the following changes shall be incorporated as if part of the Agreement:

I.

Incorporated Documents: This Addendum constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties. Documents expressly incorporated include the following:

- A. Service Provider Quote (Q-561287-45554.789MA);
- B. Contract BuyBoard No. 698-23; and
- C. This Addendum.

II.

Prompt Payment Act: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date Williamson County receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

III.

Tax Exemption: The Parties acknowledge that the County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

IV.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the Parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless another party for any reason are hereby deleted.

V.

Non-Appropriation and Fiscal Funding: This Addendum is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Addendum at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may affect such termination by giving Service Provider written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default of the Addendum and shall be without penalty or further obligation to County so long as the County returns all products to the Service Provider within 30 days of the date of termination.

VI.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions, but only to the extent that such records are required to verify the performance, compliance, or payments made under this Agreement. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Audits will not be completed more than once per year. The County shall give Service Provider reasonable advance notice of not less than ten (10) business days prior to the intended audits.

VII.

Venue and Applicable Law: Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

WITNESS the signatures of all Parties in duplicate originals to be effective as of the date of the last Party's execution below.

WILLIAMSON COUNTY:

Valerie Covey

Authorized Signature

Valerie Covey

County Judge/Presiding Officer

Date: **Oct 1, 2024**, 20__

AXON ENTERPRISE, INC:

Signed by:

Robert E. Driscoll, Jr.

Authorized Signature

Robert E. Driscoll, Jr.

Printed Name

Date: **9/24/2024 | 10:10 AM MST**, 2024

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

Issued: 09/19/2024

Quote Expiration: 10/04/2024

Estimated Contract Start Date: 01/15/2025

Account Number:

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Deputy A.W. Grimes Training Center 8160 Chandler Rd Hutto, TX 78634-3360 USA	Williamson County Sheriff's Office - TX 508 S Rock St Georgetown TX 78626-5604 USA Email: 74-6000978

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	James David Phone: (512) 943-1317 Email: jdavid@wilco.org Fax: (512) 943-1444

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,155,501.60
ESTIMATED TOTAL W/ TAX	\$1,155,501.60

Discount Summary

Average Savings Per Year	\$61,416.44
TOTAL SAVINGS	\$307,082.18

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$385,167.20	\$0.00	\$385,167.20
Dec 2025	\$385,167.20	\$0.00	\$385,167.20
Dec 2026	\$385,167.20	\$0.00	\$385,167.20
Total	\$1,155,501.60	\$0.00	\$1,155,501.60

Quote Unbundled Price: \$1,462,583.78

Quote List Price: \$1,304,427.38

Quote Subtotal: \$1,155,501.60

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									
C00008	BUNDLE - TASER 7 CERTIFICATION	242	60	\$79.65	\$75.83	\$75.83	\$1,101,051.60	\$0.00	\$1,101,051.60
C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	150	60	\$31.99	\$20.58	\$6.05	\$54,450.00	\$0.00	\$54,450.00
A la Carte Hardware									
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2		\$1,689.32		\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85147	AXON TASER - PSO - STARTER	1		\$14,000.00		\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	49		\$7.93	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,155,501.60	\$0.00	\$1,155,501.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	8	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	242	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	290	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	4	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	200	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20067	AXON TASER 7 - HOLSTER - BLACKHAWK LH	42	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	726	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	484	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	726	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	484	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	484	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	50	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	50	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	12/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	3	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	4	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	4	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	450	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	300	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	450	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	300	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	300	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	50	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	50	1	12/15/2024
A la Carte	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	1	12/15/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	484	1	12/15/2025
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	1	12/15/2025
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	300	1	12/15/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	1	12/15/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	484	1	12/15/2026
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	484	1	12/15/2026
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	484	1	12/15/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	1	12/15/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	300	1	12/15/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	300	1	12/15/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	300	1	12/15/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	1	12/15/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	484	1	12/15/2027
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	1	12/15/2027
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	300	1	12/15/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	1	12/15/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	484	1	12/15/2028
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	1	12/15/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	300	1	12/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	242	01/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	150	01/15/2025	01/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	242
BUNDLE - TASER 7 CERTIFICATION ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION ADD-ON	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	150
A la Carte	85147	AXON TASER - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	290	12/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	242	12/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	8	12/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	12/15/2025	01/14/2030
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	12/15/2025	01/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	8160 Chandler Rd	Hutto	TX	78634-3360	USA

Payment Details

Dec 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00	\$0.00
Year 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	\$0.00	\$0.00
Year 1	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00
Year 1	C00008	BUNDLE - TASER 7 CERTIFICATION	242	\$367,017.20	\$367,017.20
Year 1	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	150	\$18,150.00	\$18,150.00
Total				\$385,167.20	\$0.00 \$385,167.20

Dec 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00	\$0.00
Year 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	\$0.00	\$0.00
Year 2	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00
Year 2	C00008	BUNDLE - TASER 7 CERTIFICATION	242	\$367,017.20	\$367,017.20
Year 2	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	150	\$18,150.00	\$18,150.00
Total				\$385,167.20	\$0.00 \$385,167.20

Dec 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00	\$0.00
Year 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	\$0.00	\$0.00
Year 3	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00
Year 3	C00008	BUNDLE - TASER 7 CERTIFICATION	242	\$367,017.20	\$367,017.20
Year 3	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	150	\$18,150.00	\$18,150.00
Total				\$385,167.20	\$0.00 \$385,167.20



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 BuyBoard Proposal No. 698-23 (CEW only) 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 <https://www.axon.com/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.

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

Date Signed

9/19/2024



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

