

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: AXON ENTERPRISE, INC.	DATE ISSUED:	JUNE 30, 2021
17800 N. 85 <sup>TH</sup> STREET	CONTRACT NO:	22-CWA-R-263
SCOTTSDALE, AZ 85255	CONTRACT TITLE:	LAW ENFORCEMENT EQUIPMENT AND SERVICES

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 22-CWA-R-263 including any attachments or amendments thereto.

**EFFECTIVE DATE:** JUNE 30, 2021

**EXPIRES:** JUNE 7, 2023

**RENEWALS:** THREE (3) ONE-YEAR RENEWAL PERIODS JUNE 8, 2023 TO JUNE 7, 2026

**COMMODITY CODE(S):** 05512

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 22-CWA-R-263

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** NATHAN COADY

**VENDOR TEL. NO.:** (800) 978-2737

**EMAIL ADDRESS:** [NCOADY@AXON.COM](mailto:NCOADY@AXON.COM)

**COUNTY CONTACT:** LAURA SAUL EDWARDS

**COUNTY TEL. NO.:** (703) 228-4553

**EMAIL ADDRESS:** [LSAULEDWARDS@ARLINGTONVA.US](mailto:LSAULEDWARDS@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

**Meloni Hurley**

**Title: Assistant Purchasing Agent**

**Date: 6/30/2021**

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 22-CWA-R-263**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Axon Enterprise, Inc.** ("Contractor"), a Delaware corporation with a place of business at 17800 N. 85<sup>TH</sup> Street, Scottsdale, Arizona 85255, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this **Agreement, Exhibit A: League of Oregon Cities Contract PS20270, and Exhibit B: Axon Quote # Q288012 44377.639NC** dated June 30, 2021 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the **League of Oregon Cities** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the League of Oregon Cities. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall continue until **June 7, 2023** ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the League of Oregon Cities renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from **June 8, 2023 to June 7, 2026** ("Subsequent Contract Term"). However, if the League of Oregon Cities does NOT renew their agreement identified in Exhibit A this Agreement shall automatically expire on the date of the contract expiration date.

**3. PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the

Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

#### **4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish law enforcement equipment.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

#### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

#### **6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

#### **7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

#### **8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

## **9. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

### **TO THE CONTRACTOR:**

Robert E. Driscoll, Jr., VP, Assoc. General Counsel  
Axon Enterprise, Inc.  
17800 N. 85<sup>TH</sup> Street  
Scottsdale, Arizona 85255  
Phone: (800) 978-2737  
Email: [contracts@axon.com](mailto:contracts@axon.com)

### **TO THE CONTRACTOR FOR PROJECT INFORMATION:**

Nathan Coady, Sales Representative  
Axon Enterprise, Inc.  
17800 N. 85<sup>TH</sup> Street  
Scottsdale, Arizona 85255  
Phone: (800) 978-2737  
Email: [ncoady@axon.com](mailto:ncoady@axon.com)

### **TO THE COUNTY:**

Laura Saul Edwards, Project Officer  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 5200  
Arlington, Virginia 22201  
Phone: (703) 228-4553  
Email: [lsaulewards@arlingtonva.us](mailto:lsaulewards@arlingtonva.us)

### **AND**

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**10. ARLINGTON COUNTY BUSINESS LICENSES**

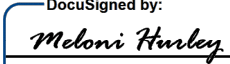
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

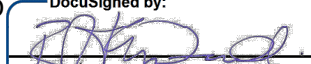
**11. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart. WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AXON ENTERPRISE, INC.

AUTHORIZED SIGNATURE:   
NAME: Meloni Hurley  
TITLE: Assistant Purchasing Agent  
DATE: 6/30/2021

AUTHORIZED SIGNATURE:   
NAME: Robert Driscoll  
TITLE: VP, Associate General Counsel  
DATE: 6/30/2021