TOWN OF PRESCOTT VALLEY
PURCHASE AGREEMENT FOR
TASER BRAND PRODUCTS

This Purchase Agreement for TASER® brand Products **("Agreement")** is attached to the Sole Source Agreement Award Notice and made a part thereof, and is entered into by the Town of TOWN Prescott Valley (the **"Town")** and TASER International, Inc. **("Contractor" or "Taser").**

The parties agree as follows:

1. Product. Contractor shall furnish and deliver the following products (collectively the **"Products")** at the pricing shown:

Product	**Qty**	**Unit Price**	**Total Price**	**Discount**	**Net total**
Kit, Dataport Download, USB x2/X26P	2	$166.73	$333.46	$333.46	$0.00
Handle, Yellow, Class III, X26P	72	$910.75	$65,574.00	$0.00	$65,574.00
TASER Assurance Plan. CEW X26P	72	$0.00	$0.00	$0.00	$0.00
TASER Assurance Plan Upfront payment, CEW X26P	72	$952.75	$68,598.00	$10,800	$57,798
Holster, Blackhawk, Right, X26P	72	$53.89	$3,880.08	$0.00	$3,880.08
TPPM, Battery Pack, Tactical, Pinky Extender, X2/X26P	72	$55.15	$3,970.80	$3,970.80	$0.00
Handle, Yellow, Class III, X26P	2	$910.75	$1,821.50	$1,821.50	$0.00
TASER Assurance Plan CEW, X26P	2	$0.00	$0.00	$0.00	$0.00
TPPM, Battery Pack, Tactical, Pinky Extender, X2/X26P	2	$55.15	$110.30	$110.30	$0.00
Cartridge – 25' Hybrid	72	$27.68	$1,992.96	$0.00	$1,992.96
				Subtotal	$129,245.04
				Shipping	$785.92
				Tax	$10,274.98
				Total Cost	$140,305.94

The Product quantities and prices are specific to this Agreement only and must be

purchased by the Town in the quantities and at the prices described in this Agreement.

2. Payment. Payments for the Products listed in Section 1 will be made pursuant to the Town's agreement with Municipal Asset Management.

3. Availability of Funds for the Next Fiscal Year. The Town's obligation for performance of the Contract is contingent upon the availability of Town, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the Town or available for the continued use or purchase of services, work and/or materials set forth herein, the Town may terminate the Contract. The Town will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or Town. The Town shall not be penalized or adversely affected for exercise of its termination rights. Further, the Town shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the Town for any payment may arise for performance under this Contract.

4. X26 ECD Trade-In Credit. Contractor is providing to the Town a credit for the destruction of its current inventory of TASER® X26™ ECDs. Town agrees that its execution of the purchase of the Products in this Agreement constitutes its written notice to Contractor of its intent and agreement to destroy its current inventory of TASER X26 ECDs. No later than December 31, 2016, the Town must provide to Contractor: (a) a list of all of the serial numbers of the X26 ECDs that will be destroyed and at that time the remaining warranties, if any, on the City's TASER X26 ECDs will be voided by TASER; and (b) a sworn written statement with proof of destruction of the X26 ECDs to receive the trade-in credit listed in Section 1. Because the Town is receiving a credit for the trade-in of its current X26 ECDs as consideration for the reduced payments identified in Section 1, the Town will pay TASER $160.00 for every X26 ECD handle that the Town fails to provide proof of destruction for by December 31, 2016.

5. Term of Agreement. The term of the Agreement begins on June 27, 2016 and automatically terminates upon receipt of new Taser ECDs per terms of the TAP Agreement.

6. Modification. This Agreement can be modified or changed only by a written instrument signed by both parties.

7. Deliveries and Packing. The quantity of goods indicated in this Agreement must not be exceeded without written approval of Town and the Contractor. Contractor shall ship and deliver goods and render services hereunder on the date or dates specified in this Agreement, unless prior written approval of any change in such date or dates is given by the Town. No charge will be paid by Town for packing, boxing, or cartage, unless previously approved by the Town. Loss of or damage to any goods during transit shall be borne by the Contractor. Each package of goods shipped must contain an invoice stating shipper's name, contents of package, and the

Purchase Order number.

8. Title and Risk of Loss. The title and risk of loss of materials and/or goods shall not pass to Town until Town actually receives the materials and/or goods at the point of delivery.

9. Invoices. A separate invoice shall be issued for each shipment. No payment will be made prior to receipt of goods or completion of services and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or completion of services or date of receipt of correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Town's obligation is payable solely from funds appropriated for the purpose of acquiring the materials and/or goods stated in this Agreement. All invoices issued in reference to this Agreement shall identify and reference the Purchase Order number.

10. Inspection. All materials and/or goods are subject to final inspection and acceptance by Town within a reasonable time after receipt. Materials or goods failing to meet the requirements of this Agreement shall be at Contractor's risk and may be returned to Contractor, at Contractor's sole expense. Notwithstanding the above, if Contractor does not receive written notice that the goods have been rejected within 30 days of the Town's receipt, the goods will be deemed accepted.

11. Gratuities. This Agreement may be terminated by Town if it is determined that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor to any agent or representative of the Town, with a view toward securing an order or favorable treatment concerning the awarding or amending, or the making of determinations with respect to this Agreement. In the event the Agreement is terminated under this provision, Town is entitled to withhold from and/or recover from Contractor, the amount of gratuity.

12. Warranty. The Contractor's product warranty attached as EXHIBIT A, and the TASER Assurance Plan (TAP) terms attached as EXHIBIT B, apply to this agreement.

13. No Assignment. The parties must not, by operation of law or otherwise, assign any of their rights or delegate any of their obligations under this Agreement without the prior express written consent of the other party.

14. Legal Compliance. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to this Agreement, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rulesand regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Agreement and Contractor

is subject to penalties for violation(s) of this provision, including termination of this Agreement. Town retains the right to inspect the documents relating to this Agreement of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Contractor hereby agrees to indemnify, defend and hold Town harmless for, from and against all losses and liabilities arising from Contractor's violations of this agreement. Additionally, in accordance with A.R.S. §35-397, the Contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

15. Equal Opportunity. Town is an equal opportunity, affirmative action employer. Contractor hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of employment, to any person on the basis of race, color, creed, religion, national origin, ancestry, physical or mental disability, age, sex, marital status, sexual orientation, gender, gender orientation, or veteran status. Contractor covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

16. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Town, its agents, officers, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from Contractor's (including its agents or employees) performance of its obligations under this Agreement, it's misconduct, and/or negligence. This obligation to indemnify, defend, and hold harmless does not apply to any claim, damages, liability, or litigation based on misuse or alteration of the Product, improper use of force by the Town, its employees or agents, or any negligence, willful misconduct, or intentional tort of the Town, its employees, agents, any customer, or user of the Product. The amount and type of insurance coverage requirement set forth in this Agreement will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Agreement.

17. Liens. All goods or services delivered and labor performed under this Agreement shall be free of all liens, and if Town requests, a formal release of liens shall be delivered to the Town.

18. Conflict of Interest. Contractor agrees to promptly disclose any and all financial and/or economic interest that may constitute a conflict of interest. This Agreement is subject to cancellation pursuant to A.R.S. §38-311.

19. Applicable Law. This Agreement shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted

in the State of Arizona, except as otherwise provided in this Agreement or in statutes or ordinances pertaining specifically to the City. This Agreement shall be governed by State of Arizona law and suits pertaining to this Agreement may only be brought in courts located in Yavapai County, Arizona.

20. Dispute Resolution. If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies pursuant to Arizona law. In the event of any legal action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred and those fees and costs shall be included in any judgment rendered by the Court.

21. Relationship of Parties. Contractor is an independent contractor. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

22. Licenses. Contractor shall maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted, as well as the materials, goods and/or services offered in this Agreement.

23. Infringement of Patent or Copyright. Contractor will defend, indemnify, and hold harmless the Town from any and all claims, actions, lawsuits, judgments, losses, liabilities, demands of litigation, costs and expenses, based on any claim that the Product infringes a U.S. patent, trademark, copyright, or other intellectual property right. This obligation to indemnify, defend, and hold harmless does not apply to any claim, damages, liability, or litigation based on misuse or alteration of the Product, use of force by the Town, its employees or agents, or any negligence, willful misconduct, or intentional tort of the Town, its employees, agents, any customer, or user of the Product. This covenant is irrevocable and shall survive the term of this Agreement.

24. Default Provisions.

24.1. Town reserves the right to immediately terminate the whole or any part of this Agreement due to Contractor's failure to carry out any obligation, term, or condition of the Agreement. The occurrence of any or more of the following events shall constitute a default and a breach of this Agreement:

24.1.1. Contractor fails to provide materials and/or goods that conform to any specifications of the Agreement;

24.1.2. Contractor fails to adequately perform the services set forth in the Agreement;

24.1.3. Contractor fails to complete services required, furnish materials and/or goods within the time specified or fails to make progress required by the Agreement; or

24.1.4. Contractor gives the Town reason to believe that Contractor will not

or cannot perform to the requirements of the Agreement.

24.1.5. Contractor fails to perform any other term or condition of this Agreement and fails to cure such non-performance within ten (10) days after written notice from the Town.

24.2. In the event of default, Town shall be entitled to remedy said default using any and all rights and remedies at law or in equity, in its discretion, including but not limited to, bringing a suit or proceeding to enforce the provisions of this Agreement.

25. Termination. This Agreement may be terminated at the Town's discretion by providing a thirty (30) day written notice of termination to Contractor. Town remains obligated and must pay all amounts due and owning up through the date of termination.

26. Insurance. Prior to commencing services under this Agreement, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub- subcontractors. For Contractors with self-insurance, proof of self-insurance with minimum limits set forth herein must be submitted on proper forms for evaluation prior to award of Agreement. No Agreement Award Notice or Purchase Order shall be issued to Contractor until receipt of all required insurance documents by the Town Procurement Office, meeting all requirements specified herein. In addition, prior to any renewal of the Agreement, all required insurance must be in force and on file with the Town Procurement Office. Contractor must submit proof of required insurance within ten (10) calendar days after award to the Town Procurement Office. Failure to comply shall result in termination of this Agreement or the award may be rescinded and another vendor selected.

26.1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

26.1.1. Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the requiredoccurrence limit.

26.1.2. Automobile Liability. $1,000,000 combined single limit per accident for bodily injury and property damage, includingcoverage for owned, hired, and non-owned vehicles as applicable.

26.1.3. Workers' Compensation and Employers Liability. Workers' Compensation and Employers Liability statutory limits as required by

the State of Arizona.

26.1.4. Other Insurance. (If applicable, see supplement.)

26.2. Other Insurance Provisions. The policies or self-insurance certifications are to contain, or be endorsed to contain, the following provisions:

26.2.1. Commercial General Liability and Automobile Liability Coverage.

a. Contractor will name the Town as an additional insured under Contractor's domestic General Liability, Products Liability, Excess Liability and Professional Liability Insurance Policies, subject to the terms of such insurance policies and to the extent of the respective indemnification provisions contained in this Agreement.

b. Contractor's insurance coverage, subject to the terms of such insurance policies, shall be primary as respects the Town, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, or volunteers.

26.2.2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees and volunteers for losses arising from work performed by the Contractor for the Town.

26.2.3. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by Contractor, reduced in coverage or in limits during the Term of this Agreement, except upon Town's express approval thereof. Any proposed change in coverage shall be sent to the Town for approval thirty (30) days prior to the effective date of such change by certified mail return receipt requested.

26.3. Other Insurance Requirements.

26.3.1. Contractor shall prior to commencement of services, furnish the Town with certificates of insurance, in form and with insurers acceptable to the Town clearly evidencing all insurance required in this Agreement and confirming that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except upon approval by the Town, and in accord with stated insurance requirements of this Agreement. Town is and shall not be obligated to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve

Contractor from, or be deemed a waiver of Town's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

26.3.2. Provide certified copies of endorsements and policies, if requested by the Town, in lieu of or in addition to certificates of insurance.

26.3.3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the Agreement term.

24.3.4 Maintain such insurance from the time services commence until full completion. Should any required insurance lapse during the Agreement term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. Town may at its sole discretion, terminate this Agreement effective on the date of such lapse of insurance.

24.3.5 Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.

24.3.6 Maintain such coverage continuously throughout the Term of this Agreement and without lapse for a period of two (2) years beyond the Agreement expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the Agreement Term give rise to the claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

27. Contractor's Records. Contractor agrees to retain all books, accounts, reports, files and other records relating to this Agreement pursuant to A.R.S. §35-214. Contractor shall make said records available at all reasonable times for inspection and audit by the Town during the Term of this Agreement and for a period of five (5) years after the completion of this Agreement.

28. Unauthorized Firearms and Explosives. No person conducting business on Town property is permitted to carry a firearm or explosive of any type. Contractor shall comply with this requirement at all times. Failure to comply with this requirement shall result in termination of the Agreement. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to termination, violators and Contractor shall be subject to legal and criminal penalties. Town acknowledges that the TASER brand Products are not firearms as defined by the Arizona Revised Statutes.

29. Entire Agreement. This Agreement, along with the Sole Source Award Notice and attached Statement of Warranty represent the parties' entire Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede

all previous communications, representations or agreements, either verbal or written.

APPROVALS

TOWN OF PRESCOTT VALLEY, a municipal corporation of ARIZONA:

BY:_____
Harvey Skoog, Mayor Date

BY:_____
TASER Date

ATTEST:

_____
Diane Russell, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney