

**INTEGRATION AGREEMENT FOR  
SAPD BODY WORN CAMERA TECHNOLOGY SOLUTION  
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)**

**NO.: 610005871 (RFCSP)**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS**

**AND**

**TASER INTERNATIONAL INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and TASER International, Inc., (TASER), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:
- a. This Integration Agreement, including;
  - b. City’s Request for Competitive Sealed Proposal No.: **610005871** (RFCSP) (Exhibit A), including all attachments, addendums and clarification statements thereto;
  - c. TASER Statement of Work (SOW) (Exhibit B);
  - d. TASER Response/BAFO to RFCSP, (Exhibit C);

- e. TASER Sales Terms and Conditions (Exhibit D);
- f. Evidence.com Master Service Agreement (Exhibit E);
- g. TASER Professional Services Agreement (Exhibit F);
- h. TASER Axon Assurance Plan (Exhibit G);
- i. TASER Final Warranty Terms and Conditions (Exhibit H);
- j. TASER Service Level Agreement (SLA) (Exhibit I).

**2.0 INSURANCE**

- 2.1 Prior to the commencement of any work under this Agreement, TASER shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "SAPD BODY WORN CAMERA TECHNOLOGY SOLUTION" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 2.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof. In no instance will City allow modification whereby City may incur increased risk.
- 2.3 **TASER's financial integrity is of interest to the City; therefore, subject to TASER's right to maintain reasonable deductibles in such amounts as are approved by the City, TASER shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at TASER's sole expense, insurance coverage written on a claims made basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:**

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General	For <u>Bodily Injury</u> and <u>Property Damage</u> of

Liability Insurance (Claims Made) to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you g. Professional Liability coverage for training services	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
5. Cyber Liability (Claims-made basis) Covering liability arising out of Security Breaches.	\$5,000,000 per claim or occurrence in the aggregate, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
*if applicable	

2.4 TASER agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of TASER herein, and provide a certificate of insurance and endorsement that names the TASER and the CITY as additional insureds. TASER shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

2.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive declaration page, and all endorsements thereto TASER shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. TASER shall pay any costs incurred resulting from said changes.

City of San Antonio  
**SAPD BODY WORN CAMERA TECHNOLOGY SOLUTION**  
 Attn: IT Procurement Office (Finance Department)  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

- 2.6 TASER agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and cyber liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
  - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 2.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, TASER shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend TASER's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 2.8 In addition to any other remedies the City may have upon TASER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order TASER to stop work hereunder, and/or withhold any payment(s) which become due to TASER hereunder until TASER demonstrates compliance with the requirements hereof.
- 2.9 Nothing herein contained shall be construed as limiting in any way the extent to which TASER may be held responsible for payments of damages to persons or property resulting from TASER's or its subcontractors' performance of the work covered under this Agreement.
- 2.10 It is agreed that TASER's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 2.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- 2.12 TASER and any Subcontractors are responsible for all damage to their own equipment

and/or property.

### **3.0 INDEMNIFICATION AND RELATED PROVISIONS**

- 3.1 **TASER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to Taser's activities under this Contract, including any acts or omissions, of TASER, any agent, officer, director, representative, employee of TASER or subcontractor of TASER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT TASER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 3.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. TASER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or TASER known to TASER related to or arising out of TASER's activities under this Contract and shall see to the investigation and defense of such claim or demand at TASER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving TASER of any of its obligations under this paragraph.

### **4.0 LAW APPLICABLE**

- 4.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 4.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

## 5.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

## 6.0 MISCELLANEOUS

- 6.1 TASER agrees to make available employees and/or subcontractors qualified to provide expert testimony at contested Court hearings during the term of this Agreement.
- 6.2 If TASER changes its service provider for the storage of the City's data during the term of this Agreement, TASER agrees: (i) not to increase the price attendant to said storage of the City's data; and (ii) to provide the City thirty (30) days prior written notice of any changes to said service provider.
- 6.3 Pricing for data storage costs after the expiration of the initial 5 year term and the last of any renewal years shall not increase by more than the lesser of:
  - 6.3.1 The percentage increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, as published by the Bureau of Labor Statistics, Department of Labor and Statistics, or a reasonable successor index, for the 12 month period preceding the expiration date;
  - 6.3.2 3% of the previous years storage fees.
- 6.4 City shall pay the for products and services based upon the pricing and fees included in the RFCSP Proposal Response, Pricing Schedule submitted by TASER on 8/26/2015, for each of the deployments when implemented. The City expects to deploy body cameras as outlined in Implementation Schedule of the SOW, however, the City reserves the right to cancel any future deployments after the initial deployment or to modify the implementation schedule. If any portion of the Implementation Schedule is not deployed or is modified, all prices, terms and conditions for all deployments shall remain in accordance with the RFCSP Proposal Response, Pricing Schedule submitted by TASER on 8/26/2015 and shall remain in full force and effect for the duration of the term of the contract and any extensions. The issuance of a City Purchase Order is required prior to any deployment.
- 6.5 This agreement will be available for use by other entities as a cooperative purchasing agreement, as specified in the RFCSP, subject to the approval of the City and TASER. TASER shall notify City of other entities intent to use the terms and conditions of this agreement. TASER will provide pricing discounts off of the then-current price paid by City based on the amount of units purchased through these agreements, according to the pricing discount schedule



in Section 6.5.3. Pricing discount schedule is based on cumulative sales of goods and services purchased under this Agreement.

6.5.1 Should TASER enter into an agreement with any other entity using this agreement as the basis of its terms and conditions which provides more favorable pricing for products and services than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide City with those more favorable pricing.

6.5.2 TASER shall notify City promptly of the existence of any entity's intent to use this agreement and of any such more favorable pricing for products and services as described in Section 6.5.1, above. City shall have the right to receive the more favorable pricing for products and services immediately for all future purchase orders made pursuant to this Agreement. No retroactive credits will be applied. If requested in writing by the City, TASER agrees to amend this Agreement to contain the more favorable terms and conditions.

6.5.3 Interlocal Pricing Discount.

0 – 5,000 Axon Cameras and Accompanying Unlimited Licenses purchased during the term of the Agreement.	5,001 – 10,000 Axon Cameras and Accompanying Unlimited Licenses purchased during the term of the Agreement.	10,001+ Axon Cameras and Accompanying Unlimited Licenses purchased during the term of the Agreement.
Pricing and fees included in the RFCSP Proposal Response, Pricing Schedule submitted by TASER on 8/26/2015.	5% Discount off the pricing and fees included in the RFCSP Proposal Response, Pricing Schedule submitted by TASER on 8/26/2015.	7.5% Discount off the pricing and fees included in the RFCSP Proposal Response, Pricing Schedule submitted by TASER on 8/26/2015.

6.6 Payment for each Purchase Order shall be made within 30 days of acceptance of each deployment, acceptance to be defined as when cameras and services are functioning and approved by SAPD, such acceptance not to be unreasonably withheld. Upon acceptance by the City, the Unlimited Bundle cost shall be prorated for the remainder of the City's fiscal year. The renewal for the Unlimited Bundle for each deployment will be billed annually on October 1 of each fiscal year.

**7.0 TERMINATION**

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay TASER for all work executed and materials delivered to City in accordance with this Agreement.

7.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.6 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,

7.3.7 City's failure for a period of thirty (30) days to pay TASER for service and/or materials under of this Agreement.

7.4 Defaults With Opportunity for Cure. Should TASER default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. TASER shall have thirty (30) calendar days after receipt of the written notice to cure such default. If TASER fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with TASER to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against TASER's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.6 Bankruptcy or selling substantially all of company's assets

7.4.7 Failing to perform or failing to comply with any covenant herein required

7.4.8 Performing unsatisfactorily.

7.4.9 Failure to meet acceptance test criteria approval on the third attempt.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, TASER shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by TASER, or provided to TASER, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by TASER. Payment of compensation due or to become due to TASER is conditioned upon delivery of all such documents, if requested.

7.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue TASER for any default hereunder or other action.

7.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.



In the event of such termination by City, TASER shall be entitled to payment in full for all work which TASER has performed in accordance with this Agreement and all equipment which TASER has delivered to the City pursuant to this Agreement.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

**TASER INTERNATIONAL, INC.**

\_\_\_\_\_  
Erik Walsh  
Deputy City Manager

  
\_\_\_\_\_  
Print Name: Joshua M. Isner  
Title: EVP, Global Sales

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
William McManus  
Chief of Police

Date: \_\_\_\_\_

\_\_\_\_\_  
Hugh Miller  
Chief Technology Officer

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney