CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4664

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FOURTH AMENDMENT TO AGREEMENT NO. 34946

34946

THIS FOURTH AMENDMENT TO AGREEMENT NO. 34946 is made and entered, in duplicate, as of November 16, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 5, 2019, by and between AXON ENTERPRISE, INC., a Delaware corporation ("Contractor"), with a place of business at 17800 North 85th Street, Scottsdale, Arizona 85255, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Contractor (the "Parties") entered into Contract No. 34946 (the "Contract") whereby Contractor agreed to provide Body Worn Camera equipment and services; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to add an additional fifty (50) body worn camera units and update the Project Implementation Schedule; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to extend the term to December 7, 2019; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to amend various terms and extend the term to December 7, 2020; and

WHEREAS, the Parties desire to extend the term one (1) additional oneyear period and attach an updated rate sheet;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

- Section 2 of the Agreement is hereby amended to read as follows: 1.
- "2. TERM. Unless sooner terminated in accordance with Paragraph 10 of the Agreement, the term of this Agreement shall commence at midnight on June 8, 2018, and end at 11:59 p.m. on December 7, 2021. This Agreement shall automatically renew for three (3) additional one (1) year periods."
 - 2. Exhibit "A-1" attached to the Third Amendment is hereby amended

and replaced by Exhibit "A-2", attached hereto and incorporated herein.

3. Except as amended herein, the terms and conditions of the Agreement No. 34946 are ratified and confirmed and shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

H/23 November 23, 2020	AXON ENTERPRISE, INC., a Delaware corporation By Name Ropert Driscoll Title VP, Assoc General Counsel
, 2020	By Name Title
	"Consultant"
December 3, 2020	CITY OF LONG BEACH, a municipal corporation By City Manager "City"
This Fourth Amendment to	Agreement No. 34946 is approved as to form on
Mey 30 , 2020.	
	CHARLES PARKIN, City Attorney By Deputy

EXHIBIT "A-2"

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4664



SHIP TO

US

Amanda Robinson

400 W. Broadway

Long Beach, CA 90802

Long Beach Police Dept. - CA

Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States Phone: (800) 978-2737

BILL TO Long Beach Police Dept. - CA 400 W. Broadway Long Beach, CA 90802 US Q-269215-44120.842AM

Issued: 09/21/2020

Quote Expiration: 10/01/2020

Account Number: 107206

Payment Terms: Net 30 Delivery Method: Fedex - Ground Contract Number: 00025336

SALES REPRESENTATIVE

Megan Hardisty Phone: 480-253-7854 Email: mhardisty@axon.com

PRIMARY CONTACT

Amanda Robinson Phone: (562) 570-7605 Email: amanda.robinson@longbeach.gov

Year 1						
Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages					
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	51	63	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	51	21	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	51	21	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	51	21	0.00	0.00	0.00
Hardware				ALTER S		
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		21	522.00	522.00	10,962.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		26	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	•	21	0.00	0.00	0.00
87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	51	21	0.00	0.00	0.00
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	3	21	63.00	63.00	1,323.00
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	9	21	189.00	189.00	3,969.00
Other			4,7 11 4	*, 13-2*1.4Q		
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	3	21	117.00	117.00	2,457.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	3	21	72.00	72.00	1,512.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Conti	nued)					
73835	AUTO TAGGING LICENSE PAYMENT	3	21	45.00	45.00	945.00
					Subtotal	21,168.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	21,168.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					and the second second	
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	21	252.00	252.00	5,292.00
Other				7077 P		
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	21	468.00	468.00	9,828.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	21	288.00	288.00	6,048.00
73835	AUTO TAGGING LICENSE PAYMENT	12	21	180.00	180.00	3,780.00
					Subtotal	24,948.00
					Estimated Tax	0.00
					Total	24,948.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	21	252.00	252.00	5,292.00
Other						
73309	AXON CAMERA REFRESH ONE		21	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	21	468.00	468.00	9,828.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	21	288.00	288.00	6,048.00
73835	AUTO TAGGING LICENSE PAYMENT	12	21	180.00	180.00	3,780.00
					Subtotal	24,948.00
					Estimated Tax	0.00
					Total	24,948.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	21	252.00	252.00	5,292.00
Other		₩				
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	21	468.00	468.00	9,828.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	21	288.00	288.00	6,048.00
73835	AUTO TAGGING LICENSE PAYMENT	12	21	180.00	180.00	3,780.00
					Subtotal	24,948.00
					Estimated Tax	0.00
					Total	24,948.00

Year 5

Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	21	252.00	252.00	5,292.00
AXON CAMERA REFRESH TWO		21	0.00	0.00	0.00
EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	21	468.00	468.00	9,828.00
EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	21	288.00	288.00	6,048.00
AUTO TAGGING LICENSE PAYMENT	12	21	180.00	180.00	3,780.00
				Subtotal	24,948.00
		-		Estimated Tax	0.00
		,		Total	24,948.00
	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT AXON CAMERA REFRESH TWO EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT AXON CAMERA REFRESH TWO EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT 12	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT AXON CAMERA REFRESH TWO EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT 12 21 21 21 21	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT AXON CAMERA REFRESH TWO EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT RECHASSURANCE PLAN BODY 2 CAMERA 12 21 252.00 21 252.00 21 268.00	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT AXON CAMERA REFRESH TWO EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT AUTO TAGGING LICENSE PAYMENT Description (Months) Quantity Price Net Unit Price N

Grand Total 120,960.00



Summary of Payments

Payment	Amount (USD)
Year 1	21,168.00
Year 2	24,948.00
Year 3	24,948.00
Year 4	24,948.00
Year 5	24,948.00
Grand Total	120,960.00



Remaining Payments on Current Contract	Amount (USD)
Year 1 – (1/15/2020 – 1/14/2021)	0.00
Year 2 – (1/15/2021 – 1/14/2022)	798,954.00
Year 3 – (1/15/2022 – 1/14/2023)	798,954.00
Year 4 – (1/15/2023 – 1/14/2024)	798,954.00
Year 5 – (1/15/2024 – 1/14/2025)	798,954.00
Grand Total	3,195,816.00

Add-On Quote, Q-269215	Amount (USD)
Year 1 – (10/15/2020 – 1/14/2021)	21,168.00
Year 2 – (1/15/2021 – 1/14/2022)	24,948.00
Year 3 – (1/15/2022 – 1/14/2023)	24,948.00
Year 4 – (1/15/2023 – 1/14/2024)	24,948.00
Year 5 – (1/15/2024 – 1/14/2025)	24,948.00
Grand Total	120,960.00

Total, Current Contract + Q-269215	Balance Due (USD)
Year 1 – (10/15/2020 – 1/14/2021)	21,168.00
Year 2 - (1/15/2021 - 1/14/2022)	823,902.00
Year 3 - (1/15/2022 - 1/14/2023)	823,902.00
Year 4 - (1/15/2023 - 1/14/2024)	823,902.00
Year 5 – (1/15/2024 – 1/14/2025)	823,902.00
Grand Total	3,316,776.00

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N	OTES

This quote is co-termed with quote Q-230638 (executed contract #00025336). Year one has been pro-rated to 3 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 09/16/2020-09/30/2020. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Camera and Dock hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements at the same time as the equipment originally deployed on this existing contract as determined by quote Q-230638.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

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 www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. 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:
Name (Print):	Title:
PO# (Or write N/A):	

Please sign and email to Megan Hardisty at mhardisty@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy axon.com

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Axon Internal Use Only			
		SFDC Contract#:	
		OrderType: RMA#: AddressUsed:	
Review1	Review2	SO#:	
Comments:		 	