



1 extend the term for an additional one-year period;

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

4 1. Section 1.7 is hereby amended to read as follows:

5 "1.7 City shall pay Contractor in due course of payments, following receipt  
6 of an invoice from Contractor and upon acceptance from City:

7 A. for the term period of December 7, 2019 to December 7,  
8 2022, a one-time purchase of body worn camera equipment and accessories in  
9 the amount of Six Hundred Five Thousand Six Hundred Ninety-Four Dollars  
10 (\$605,694), with a 10 percent contingency of Sixty Thousand Five Hundred Sixty-  
11 Nine Dollars (\$60,569), for a total not to exceed amount of Six Hundred Sixty-Six  
12 Thousand Two Hundred Sixty-Four Dollars (\$666,264), including a purchase of  
13 body worn camera equipment, accessories, software, support and digital video  
14 storage, the prices shown in Exhibit "A-1", and, an annual amount to not to exceed  
15 Seven Hundred Seventy-Two Thousand Seven Hundred Twenty-Eight Dollars  
16 (\$772,728), with a 10 percent contingency in the amount of Seventy-Seven  
17 Thousand Two Hundred Seventy-Three Dollars (\$77,273), for a total annual  
18 amount not to exceed Eight Hundred Fifty Thousand and One Dollars (\$850,001);  
19 f

20 B. for the term period beginning on December 7, 2022, a one-  
21 time payment in the amount of Four Hundred Ninety-Five Thousand Five Hundred  
22 Twenty-Seven Dollars (\$495,527), with a 20 percent contingency of Ninety-Nine  
23 Thousand One Hundred Five Dollars (\$99,105) for a one time total increase  
24 amount of Five Hundred Ninety-Four Thousand Six Hundred Thirty-Two Dollars  
25 (\$594,632) for additional equipment; and, increase the annual contract amount by  
26 Three Hundred Sixty-Five Thousand Ninety-Three Dollars (\$365,093), with a 20  
27 percent contingency in the amount of Seventy-Three Thousand Nineteen Dollars  
28 (\$73,019), for a new total contract amount of One Million Two Hundred Eighty-

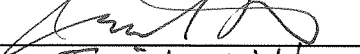
1           Eight Thousand One Hundred Thirteen Dollars (\$1,288,113).”  
2           2.     Section 2 of the Agreement is hereby amended to read as follows:  
3           “2.     TERM. Unless sooner terminated in accordance with Paragraph 10  
4 of the Agreement, the term of this Agreement shall commence at midnight on June 8,  
5 2018, and end at 11:59 p.m. on December 7, 2023. This Agreement shall automatically  
6 renew for one (1) additional one (1) year period.”  
7           3.     Exhibit “A-1” to the Third Amendment is hereby amended to include  
8 additional Body Worn Camera equipment, attached hereto and incorporated herein as  
9 Exhibit “A-2”.  
10          4.     Except as amended herein, the terms and conditions of the  
11 Agreement No. 34946 are ratified and confirmed and shall remain unchanged and in full  
12 force and effect.  
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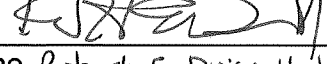
IN WITNESS WHEREOF, the Parties have caused this document to be  
duly executed with all formalities required by law as of the date first stated above.

AXON ENTERPRISE, INC., a Delaware  
corporation

December 21, , 2022

By   
Name Isaiah Fields  
Title Chief Legal Officer

December 21, , 2022

By   
Name Robert E. Driscoll, Jr.  
Title VP, Associate General Counsel

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

Dec. 28 , 2022

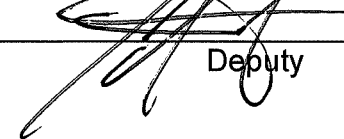
By   
City Manager

"City"

This Sixth Amendment to Agreement No. 34946 is approved as to form on

DECEMBER 22 , 2022

CHARLES PARKIN City Attorney

By   
Deputy

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

# EXHIBIT “A-2”



**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-328437-44881.986MH

Issued: 11/16/2022

Quote Expiration: 12/01/2021

Estimated Contract Start Date: 01/01/2023

Account Number: 107206

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business:Delivery;Invoice-400 W Broadway 400 W Broadway Long Beach, CA 90802-4401 USA	Long Beach Police Dept. - CA 400 W Broadway Long Beach, CA 90802-4401 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Megan Hardisty Phone: +1 4802537854 Email: mhardisty@axon.com Fax:	Jeffrey Harris Phone: 562-570-7712 Email: jeffrey.harris@longbeach.gov Fax: (562) 570-7114

### Quote Summary

Program Length	24.4516 Months
<b>TOTAL COST</b>	<b>\$817,673.77</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$861,219.83</b>

### Discount Summary

Average Savings Per Year	\$110,120.62
<b>TOTAL SAVINGS</b>	<b>\$224,385.45</b>

### Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$424,330.52	\$26,636.33	\$450,966.85
Jan 2023	\$40,417.20	\$4,142.75	\$44,559.95
Dec 2023	\$352,926.05	\$12,766.98	\$365,693.03
<b>Total</b>	<b>\$817,673.77</b>	<b>\$43,546.06</b>	<b>\$861,219.83</b>

Quote Unbundled Price: \$1,042,059.22  
 Quote List Price: \$796,477.30  
 Quote Subtotal: \$817,673.77

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	184	6		\$35.85	\$35.85	\$39,578.40	\$4,056.79	\$43,635.19
73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	6	6		\$23.30	\$23.30	\$838.80	\$85.96	\$924.76
BWCUwTAP	BWC Unlimited with TAP	184	24	\$143.09	\$89.00	\$92.71	\$409,390.80	\$21,507.71	\$430,898.51
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	24	\$76.17	\$29.50	\$30.73	\$4,424.47	\$453.58	\$4,878.05
<b>A la Carte Hardware</b>									
AB3C	AB3 Camera Bundle	184			\$699.00	\$699.00	\$128,616.00	\$13,183.14	\$141,799.14
AB3MBD	AB3 Multi Bay Dock Bundle	27			\$1,538.90	\$1,538.90	\$41,550.30	\$4,258.88	\$45,809.18
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,538.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73739	PERFORMANCE LICENSE	859	24		\$9.00	\$9.38	\$193,275.00	\$0.00	\$193,275.00
<b>Total</b>							<b>\$817,673.77</b>	<b>\$43,546.06</b>	<b>\$861,219.83</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	203	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	184	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	6	12/01/2022
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	203	12/01/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	27	12/01/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	12/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	27	12/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	12/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	27	12/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	12/01/2022
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	6	12/01/2024
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	190	12/01/2024
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	23	12/01/2024
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	190	12/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	184	01/01/2023	01/14/2025
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	184	01/01/2023	01/14/2025
A la Carte	73739	PERFORMANCE LICENSE	859	01/01/2023	01/14/2025

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	6	12/01/2023	01/14/2025
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	184	12/01/2023	01/14/2025
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	6	12/01/2023	01/14/2025
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	23	12/01/2023	01/14/2025



## Payment Details

<b>Dec 2022</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73739	PERFORMANCE LICENSE	859	\$80,916.45	\$0.00	\$80,916.45
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$1,852.35	\$189.90	\$2,042.25
Year 1	BWCUwTAP	BWC Unlimited with TAP	184	\$171,395.42	\$9,004.41	\$180,399.83
Invoice Upon Fulfillment	AB3C	AB3 Camera Bundle	184	\$128,616.00	\$13,183.14	\$141,799.14
Invoice Upon Fulfillment	AB3MBD	AB3 Multi Bay Dock Bundle	27	\$41,550.30	\$4,258.88	\$45,809.18
Invoice Upon Fulfillment	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$424,330.52</b>	<b>\$26,636.33</b>	<b>\$450,966.85</b>

<b>Jan 2023</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	6	\$838.80	\$85.96	\$924.76
Invoice Upon Fulfillment	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	184	\$39,578.40	\$4,066.79	\$43,635.19
<b>Total</b>				<b>\$40,417.20</b>	<b>\$4,142.75</b>	<b>\$44,559.95</b>

<b>Dec 2023</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73739	PERFORMANCE LICENSE	859	\$112,358.55	\$0.00	\$112,358.55
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,572.12	\$263.68	\$2,835.80
Year 4	BWCUwTAP	BWC Unlimited with TAP	184	\$237,995.38	\$12,503.30	\$250,498.68
<b>Total</b>				<b>\$352,926.05</b>	<b>\$12,766.98</b>	<b>\$365,693.03</b>

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.

## 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 [www.axon.com/legal/sales-terms-and-conditions](http://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. 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](http://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

11/16/2022



**ATTENTION**

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

<p>Who is the receiving contact and what is the contact phone number for this shipment?</p>	
<p>What are the receiving hours of operation?</p>	
<p>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?</p>	
<p>Do you have a forklift and/or pallet jack to transport pallets into your facility?</p>	
<p>Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?</p>	