

## **SECOND AMENDMENT TO BODY WORN CAMERA SERVICES AGREEMENTS**

This Second Amendment ("Amendment"), effective June 1, 2019, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Axon Enterprise, Inc., formerly Taser International, an Arizona corporation authorized to do business in California, hereinafter referred to as ("Contractor").

### **R E C I T A L S**

WHEREAS, County and Contractor entered into an Evidence.com Master Service Agreement, Professional Service Agreement, Sales Agreement and Taser Assurance Plan, dated December 9, 2014 for a body worn camera system and related services and amended the Agreement on March 1st 2019; and

WHEREAS, County and Contractor have been satisfied with the products and services provided under the Agreement; and

WHEREAS, County and Contractor desire to amend the Agreement to add additional user licenses;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **A G R E E M E N T**

1. Sales Agreement Q-213077-43598.939MH, attached to and incorporated herein by this reference is being added to the Amended Agreement.
2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY

EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY  
CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective  
date.

**CONTRACTOR:**  
**AXON ENTERPRISE INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**COUNTY OF SONOMA:**

By: \_\_\_\_\_  
Department Head

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

**APPROVED AS TO FORM FOR  
COUNTY:**

By: \_\_\_\_\_  
County Counsel

**CERTIFICATES OF INSURANCE**

By: \_\_\_\_\_



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

**Q-213077-43598.939MH**

Issued: 05/13/2019



**Quote Expiration: 06/30/2019**

**Account Number: 113305**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Connie Newton  
Sonoma County Sheriff's Office - CA  
2796 Ventura Avenue  
Santa Rosa, CA 95403  
US

**BILL TO**

Sonoma County Sheriff's Office - CA  
2796 Ventura Avenue  
Santa Rosa, CA 95403  
US

**SALES REPRESENTATIVE**

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

**PRIMARY CONTACT**

Connie Newton  
Phone: (707) 565-8884  
Email: connie.newton@sonoma-county.org

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	20	390.00	390.00	7,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
Subtotal					7,800.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					7,800.00

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	20	468.00	468.00	9,360.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
Subtotal					9,360.00
Estimated Tax					0.00
Total					9,360.00

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	20	468.00	468.00	9,360.00

### Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
Subtotal					9,360.00
Estimated Tax					0.00
Total					9,360.00

### Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	20	468.00	468.00	9,360.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
Subtotal					9,360.00
Estimated Tax					0.00
Total					9,360.00

### Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	20	468.00	468.00	9,360.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
Subtotal					9,360.00
Estimated Tax					0.00
Total					9,360.00
<b>Grand Total</b>					<b>45,240.00</b>

## Summary of Payments

Payment	Amount (USD)
Year 1	7,800.00
Year 2	9,360.00
Year 3	9,360.00
Year 4	9,360.00
Year 5	9,360.00
<b>Grand Total</b>	<b>45,240.00</b>

## Notes

This quote is co-terminated with quote Q-195281 (executed contract #00020985). Year one has been pro-rated to 9.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 6/1/2019-6/15/2019. The end date of these subscriptions is subject to change if the ship/start date changes.

### 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](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. 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](mailto: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](http://buy.axon.com)

Quote: Q-213077-43598.939MH

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