

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 3**

**To:** Furnish all materials, equipment, software and labor for in-car video and body work camera video recording for the City of Garden Grove Police Department per Attachment A.

This Amendment No. **3** to furnish all materials, equipment, software and labor for in-car video and body work camera video recording for the City of Garden Grove Police Department per Attachment A is made and entered into this \_\_\_\_ day of \_\_\_\_\_ **2020**, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **AXON ENTERPRISES, INC**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. **159852** effective **February 12, 2019**.

WHEREAS, CONTRACTOR and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 3.0: COMPENSATION - shall be amended as follows:

The contract Price is hereby increased from \$1,520,985.05 to a new Firm Fixed Price of \$1,603,648.83. This is an increase of \$82,663.78 to add equipment and services per Attachment A.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

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

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

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

**"CONTRACTOR"**  
**Axon Enterprises, Inc.**

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

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

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

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

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Garden Grove City Attorney**

2-19-2020

\_\_\_\_\_  
**Date**



# AXON

Garden Grove Police Dept. - CA

*Attachment "A"*

**AXON SALES REPRESENTATIVE**

Chris Neubeck

602-708-0074

[cneubeck@axon.com](mailto:cneubeck@axon.com)

**ISSUED**

1/27/2020

Q-236862-43857.758CN

1



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

**Q-236862-43857.758CN**

Issued: 01/27/2020

Quote Expiration: 03/20/2020

Account Number: 107488

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground  
 Contract Number: 00021498

**SHIP TO**

Ray Bex  
 Garden Grove Police Dept. - CA  
 11301 Acacia Parkway  
 Garden Grove, CA 92840  
 US

**BILL TO**

Garden Grove Police Dept. - CA  
 P. O. Box 3070  
 Garden Grove, CA 92840  
 US

**SALES REPRESENTATIVE**

Chris Neubeck  
 Phone: 602-708-0074  
 Email: cneubeck@axon.com  
 Fax: (480) 658-0629

**PRIMARY CONTACT**

Ray Bex  
 Phone: (714) 313-8347  
 Email: rayb@ggcity.org

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	140.00	140.00	700.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	100.00	100.00	2,200.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		14	195.00	195.00	2,730.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
<b>Hardware</b>						
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2		5	1,495.00	1,495.00	7,475.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		5	42.00	42.00	210.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		22	499.00	499.00	10,978.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		22	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK		22	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		22	0.00	0.00	0.00
Subtotal						24,293.00
Estimated Shipping						0.00
Estimated Tax						1,886.78
Total						26,179.78

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
Subtotal						13,512.00
Estimated Tax						609.00
Total						14,121.00

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
Subtotal						13,512.00
Estimated Tax						609.00
Total						14,121.00

**Year 4**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00

**Year 4 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>						
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
					Subtotal	13,512.00
					Estimated Tax	609.00
					Total	14,121.00

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
					Subtotal	13,512.00
					Estimated Tax	609.00
					Total	14,121.00

<b>Grand Total</b>	<b>82,663.78</b>
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## Summary of Payments

Payment	Amount (USD)
Year 1	26,179.78
Year 2	14,121.00
Year 3	14,121.00
Year 4	14,121.00
Year 5	14,121.00
<b>Grand Total</b>	<b>82,663.78</b>

### Notes

This quote is co-termed with quote Q-205362 (executed contract #00021498). Year one has been pro-rated to 4.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 1/1/2020-1/15/2020 as the end date of these subscriptions is subject to change if the ship/start date changes.

Axon 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-205362.

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](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 Chris Neubeck at [cneubeck@axon.com](mailto:cneubeck@axon.com) or fax to (480) 658-0629

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)

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#### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:  Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		