

BOS AGREEMENT NO. 23-081-A2

**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS 23-081**

This Amendment to Agreement No. 23-081 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Axon Enterprise, Inc., hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. 23-081 was entered into on May 23, 2023; and

WHEREAS, First Amendment No. 23-081-A1 was entered into on October 17, 2023; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total compensation payable to CONTRACTOR set out in Agreement No. BOS-23-081-A1, from \$701,383.45 to \$734,767.45 for the addition of sixty (60) redaction assistant user licenses to be used in conjunction with the existing digital evidence management software system over a four year period.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in Agreement No. BOS-23-081-A1 is hereby increased from \$701,383.45 to \$734,767.45.
2. The Exhibit B, Payment Terms, set out in Agreement No. BOS-23-081-A1 has been altered and a new Exhibit B is attached herein.
3. Attachment 1: Axon Enterprise, Inc. Quote No. Q-523165-45296.702AS is attached herein with the additional licensing information.

All other terms and conditions of Agreement No. BOS 23-081 and Amendment 1 shall remain in full force and effect.

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**John J Magnan
John J Magnan (Jan 24, 2024 07:58 PST)

Jan 24, 2024

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ NoBudget Unit: 2310Line Item: 862230Grant: ☐ Yes ☒ NoGrant No.: N/A**COUNTY OF MENDOCINO**By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORSDate: 02/27/2024**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 02/27/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 02/27/2024**INSURANCE REVIEW:**By: Darcie Antle
Risk ManagementDate: 01/23/2024**CONTRACTOR/COMPANY NAME**By: ASLIPERDate: 1/24/2024 | 4:57 PM MST**NAME AND ADDRESS OF CONTRACTOR:**Axon Enterprise, Inc.17800 N. 85th St.Scottsdale, AZ 85255Ph: 800.978.2737Em: asliper@axon.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton
COUNTY COUNSELDate: 01/23/2024**EXECUTIVE OFFICE/FISCAL REVIEW:**By: Christopher
Deputy CEO or DesigneeDate: 01/23/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
 Exception to Bid Process Required/Completed ☐ N/A Sourcewell Co-Op Purchasing Agreement 010720-AXN
 Mendocino County Business License: Valid ☐
 Exempt Pursuant to MCC Section: _____

EXHIBIT B**PAYMENT TERMS**

- A. COUNTY shall pay CONTRACTOR on an annual basis for five years, per the following instructions:

For the Digital Evidence Management System:

DATE	SUBTOTAL	TAX	TOTAL
June 2023	\$ 73,141.17	\$ 779.58	\$ 73,920.75
June 2023 <i>(one time set up fee)</i>	\$ 9,950.00	\$ 0.00	\$ 9,950.00
February 2024 additional user licensing	\$ 6,676.80	\$ 0.00	\$ 6,676.80
June 2024 <i>plus additional user licensing</i>	\$ 73,141.17 \$ 6,676.80	\$ 779.58	\$ 80,597.55
June 2025 <i>plus additional user licensing</i>	\$ 73,141.17 \$ 6,676.80	\$ 779.58	\$ 80,597.55
June 2026 <i>plus additional user licensing</i>	\$ 73,141.17 \$ 6,676.80	\$ 779.58	\$ 80,597.55
June 2027 <i>plus additional user licensing</i>	\$ 73,141.17 \$ 6,676.80	\$ 779.58	\$ 80,597.55
TOTAL	\$ 409,039.85	\$ 3,897.90	\$ 412,937.75

For the Body Worn Camera Equipment and Licensing:

DATE	SUBTOTAL	TAX	TOTAL
October 2023	\$ 59,297.52	\$ 3,078.40	\$ 62,375.92
November 2023 <i>(one time set up fee)</i>	\$ 9,950.00	\$ 0.00	\$ 9,950.00
June 2024	\$ 59,297.54	\$ 3,078.40	\$ 62,375.94
June 2025	\$ 59,297.54	\$ 3,078.40	\$ 62,375.94
June 2026	\$ 59,297.54	\$ 3,078.40	\$ 62,375.94
June 2027	\$ 59,297.54	\$ 3,078.42	\$ 62,375.96
TOTAL	\$ 306,437.68	\$ 15,392.02	\$ 321,829.70

B. CONTRACTOR shall submit annual invoicing to COUNTY at:

Mendocino County Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal Office
or Email to: accounting@mendocinosheriff.org

CONTRACTOR shall include contract number on all invoicing.

C. The total amount paid to CONTRACTOR pursuant to this amended Agreement shall not exceed Seven Hundred Thirty Four Thousand Seven Hundred Sixty Seven Dollars and Forty Five Cents (\$734,767.45) for the term of this Agreement.

ATTACHMENT 1
Axon Enterprise, Inc. Quote No. Q-523165-45296.702AS



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-523165-45296.702AS

Issued: 01/05/2024

Quote Expiration: 02/29/2024

Estimated Contract Start Date: 03/01/2024

Account Number: 109292

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mendocino County Sheriff's Office - CA 951 Low Gap Rd Ukiah, CA 95482-3736 USA	Mendocino County Sheriff's Office - CA 841 Low Gap Rd Ukiah, CA 95482-3766 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allen Sliper Phone: Email: asliper@axon.com Fax:	Travis Forrester Phone: (707) 2342121 Email: forrester@mendocinocounty.org Fax: (707) 468-3404

Quote Summary

Program Length	52 Months
TOTAL COST	\$33,384.00
ESTIMATED TOTAL W/ TAX	\$33,384.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$6,676.80	\$0.00	\$6,676.80
Jun 2024	\$6,676.80	\$0.00	\$6,676.80
Jun 2025	\$6,676.80	\$0.00	\$6,676.80
Jun 2026	\$6,676.80	\$0.00	\$6,676.80
Jun 2027	\$6,676.80	\$0.00	\$6,676.80
Total	\$33,384.00	\$0.00	\$33,384.00

Quote Unbundled Price:	\$33,384.00
Quote List Price:	\$33,384.00
Quote Subtotal:	\$33,384.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	60	52		\$10.70	\$10.70	\$33,384.00	\$0.00	\$33,384.00
Total							\$33,384.00	\$0.00	\$33,384.00

Delivery Schedule

Software						
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date	
A is Care	73478	REDACTION ASSISTANT USER LICENSE	60	03/01/2024	06/30/2028	

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,676.80	\$0.00	\$6,676.80
Total				\$6,676.80	\$0.00	\$6,676.80

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,676.80	\$0.00	\$6,676.80
Total				\$6,676.80	\$0.00	\$6,676.80

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,676.80	\$0.00	\$6,676.80
Total				\$6,676.80	\$0.00	\$6,676.80

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,676.80	\$0.00	\$6,676.80
Total				\$6,676.80	\$0.00	\$6,676.80

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73478	REDACTION ASSISTANT USER LICENSE	60	\$6,676.80	\$0.00	\$6,676.80
Total				\$6,676.80	\$0.00	\$6,676.80

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), 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), 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.

John JMagnan
JohnJMagnan (Jan 24, 2024 07:58 PST)

Jan 24, 2024

Signature

Date Signed

1/5/2024

