



Contract Number

23-145 A2

SAP Number

4400021185

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Axon Enterprise, Inc.
Contractor Representative	Ben Rubke, National Director
Telephone Number	(415) 314-9573
Contract Term	03/01/2023 – 02/29/2028
Original Contract Amount	\$7,807,586
Amendment Amount	\$2,760,246
Total Contract Amount	\$10,567,832
Cost Center	4430001000
Grant Number (if applicable)	-----

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

Contract No. 23-145 to provide Body Worn Camera System (BWCS) services by Axon Enterprise, Inc. to the Sheriff/Coroner/Public Administrator is hereby amended effective November 5, 2024 as follows:

- 1) Attachment G – Campaign Contributions Disclosure (SB 1439), referenced in Sub-section B.52, is hereby replaced with a new Attachment G – Campaign Contributions Disclosure (SB 1439), attached hereto and incorporated herein by reference.
- 2) Sub-section D.1 is deleted, and replaced in its entirety, with the following:

D.1 The maximum amount of payment under the Contract shall not exceed \$10,567,832, which may be funded in whole or in part with federal funds and shall be subject to the availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- 3) Sub-section D.2 is deleted, and replaced in its entirety, with the following:

D.2 Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under the Contract, based on the rates listed in the existing Exhibit A-1 – Price List, Exhibit A-2 – Price List Addendum, and a newly added, Exhibit A-3 – Price List Addendum, which is attached hereto and incorporated herein by this reference, within twenty (20) days of the end of the previous month. Invoices shall be issued with a Net sixty (60) day payment term with corresponding Purchase Order and/or Contract number stated on the invoices. County reserves the right to audit invoices submitted by Contractor. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. All invoices shall be sent to the County via one of the following methods:

- Mail invoices to: San Bernardino County Sheriff's Department
Attn: Bureau of Administration – Accounts Payable
655 East Third Street
San Bernardino, CA 92415
- Email invoices to: BOFA-ACCOUNTSPAYABLE@SBCSD.ORG

Except as amended, all other terms and conditions of the Contract remain as stated therein.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

Axon Enterprise, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
Robert Driscoll
(Print or type name of person signing contract)

Title _____
Vice President
(Print or Type)

Dated: _____

Address _____
17800 N. 85th Street

Scottsdale, AZ 85255

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Grace B. Parsons, Deputy County Counsel

Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Kelly Welty, Chief Deputy Director of
Sheriff's Administration

Date _____



ATTACHMENT G

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Axon Enterprise
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.

EXHIBIT A-3 – PRICE LIST ADDENDUM



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-576591-45555.819BR

Issued: 09/20/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 105469

Payment Terms: N60

Delivery Method:

SHIP TO	BILL TO
San Bernardino County Sheriff's Dept. 18000 Institution Rd San Bernardino, CA 92407-1864 USA	San Bernardino County Sheriff's Dept. - CA Attn: C/O - Accounts Payable 268 W. Hospitality Ln, 4th Floor SAN BERNARDINO CA 92415-0018 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Rubke Phone: +1 4153149573 Email: brubke@axon.com Fax:	Andy Lerma Phone: (909) 387-3687 Email: alerma@sbcasd.org Fax: (909) 387-3402

Quote Summary

Program Length	39 Months
TOTAL COST	\$2,702,700.00
ESTIMATED TOTAL W/ TAX	\$2,760,245.06

Discount Summary

Average Savings Per Year	\$558,449.91
TOTAL SAVINGS	\$1,814,962.20

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$121,404.39	\$2,584.91	\$123,989.30
Mar 2025	\$860,431.87	\$18,320.05	\$878,751.92
Mar 2026	\$860,431.87	\$18,320.05	\$878,751.92
Mar 2027	\$860,431.87	\$18,320.05	\$878,751.92
Total	\$2,702,700.00	\$57,545.06	\$2,760,245.06

Quote Unbundled Price: \$4,517,662.20
 Quote List Price: \$4,255,855.20
 Quote Subtotal: \$2,702,700.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	700	39	\$107.26	\$97.67	\$99.00	\$2,702,700.00	\$57,545.06	\$2,760,245.06
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	88			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	700			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73680	AXON RESPOND PLUS - LICENSE	700	39		\$20.71	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	700	39		\$10.46	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$2,702,700.00	\$57,545.06	\$2,760,245.06

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	700	1	12/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	23	1	12/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	770	1	12/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	770	1	12/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	88	1	12/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	88	1	12/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	88	1	12/01/2024
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	723	1	03/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	88	1	03/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	700	01/01/2025	03/31/2028
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	700	01/01/2025	03/31/2028
A la Carte	73680	AXON RESPOND PLUS - LICENSE	700	01/01/2025	03/31/2028
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	700	01/01/2025	03/31/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	700	12/01/2025	03/31/2028
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	23	12/01/2025	03/31/2028
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	88	12/01/2025	03/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	18000 Institution Rd	San Bernardino	CA	92407-1864	USA

Payment Details

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Payment 1	73680	AXON RESPOND PLUS - LICENSE	700	\$0.00	\$0.00	\$0.00
Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	700	\$0.00	\$0.00	\$0.00
Payment 1	BWCUwTAP	BWC Unlimited with TAP	700	\$121,404.39	\$2,584.91	\$123,989.30
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	700	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00002	AB4 Multi Bay Dock Bundle	88	\$0.00	\$0.00	\$0.00
Total				\$121,404.39	\$2,584.91	\$123,989.30

Mar 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73680	AXON RESPOND PLUS - LICENSE	700	\$0.00	\$0.00	\$0.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	700	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	700	\$860,431.87	\$18,320.05	\$878,751.92
Total				\$860,431.87	\$18,320.05	\$878,751.92

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73680	AXON RESPOND PLUS - LICENSE	700	\$0.00	\$0.00	\$0.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	700	\$0.00	\$0.00	\$0.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	700	\$860,431.87	\$18,320.05	\$878,751.92
Total				\$860,431.87	\$18,320.05	\$878,751.92

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73680	AXON RESPOND PLUS - LICENSE	700	\$0.00	\$0.00	\$0.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	700	\$0.00	\$0.00	\$0.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	700	\$860,431.87	\$18,320.05	\$878,751.92
Total				\$860,431.87	\$18,320.05	\$878,751.92

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

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

This Quote governed by the terms and conditions of Contract No. 23-145 between San Bernardino County and Axon Enterprise, Inc. effective March 1, 2023.

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to ACEIP: 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.

Dawn Rowe, Chair, Board of Supervisors

Signature

Date Signed

9/20/2024

