



## Second Amendment to Master Services and Purchasing Agreement

This Second Amendment ("**Amendment**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Menifee Police Department ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement (originated from signed Quote Q-287667-44244.590KP) with an effective date of February 22, 2021 ("**Agreement**").

The Parties wish to incorporate further changes into the Agreement regarding the attached Quote Q-335502-44456.681 KP ("**Attachment A**").

The Parties therefore agree as follows:

1. Attachment A is hereby incorporated into the Agreement, including the pricing and the applicable terms and conditions.
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

**Axon Enterprise, Inc.**

**City of Menifee**

Signature:    
 55DAEBB131A2424

Signature:    
 A96907ED91464C0...

Name: Bobby Driscoll

Name: Armando G. Villa

Title: VP, Associate General Counsel

Title: City Manager

Date: 10/7/2021

Date: October 20, 2021



**Second Amendment to Master  
Services and Purchasing Agreement**

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**Attachment A**



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-335502-44456.681KP

Issued: 09/17/2021

Quote Expiration: 10/15/2021

EST Contract Start Date: 11/01/2021

Account Number: 508779

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
29714 Haun Rd 29714 Haun Rd Menifee, CA 92586-6540 USA	Menifee Police Dept. - CA 29844 Haun Rd Menifee, CA 92586-6539 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Phone: (951) 746-8314 Email: pbarbieri@menifeepolice.org Fax:

Program Length	45 Months
<b>TOTAL COST</b>	<b>\$79,622.98</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$83,411.88</b>

Bundle Savings	\$42,211.57
Additional Savings	\$2,756.25
<b>TOTAL SAVINGS</b>	<b>\$44,967.82</b>

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1 Upfront	Oct, 2021	\$2,306.07	\$29,815.96
Year 1	Oct, 2021	\$370.71	\$13,398.98
Year 2	Jul, 2022	\$370.71	\$13,398.98
Year 3	Jul, 2023	\$370.71	\$13,398.98
Year 4	Jul, 2024	\$370.71	\$13,398.98

## Quote Details

Bundle Summary		
Item	Description	QTY
OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	7
AB3C	AB3 Camera Bundle	7
AB3MBD	AB3 Multi Bay Dock Bundle	3
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2
ProLicense	Pro License Bundle	1

Bundle: AB3 Camera Bundle    Quantity: 7    Start: 11/1/2021    End: 7/31/2025    Total: 4893 USD				
Category	Item	Description	QTY	
Camera	73202	AXON BODY 3 - NA10	7	
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	8	
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	8	

Bundle: AB3 Multi Bay Dock Bundle    Quantity: 3    Start: 11/1/2021    End: 7/31/2025    Total: 4485 USD				
Category	Item	Description	QTY	
Dock	74210	AXON BODY 3 - 8 BAY DOCK	3	
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle    Quantity: 2    Start: 11/1/2021    End: 7/31/2025    Total: 2655 USD				
Category	Item	Description	QTY	
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	

Bundle: Pro License Bundle    Quantity: 1    Start: 11/1/2021    End: 7/31/2025    Total: 1755 USD				
Category	Item	Description	QTY	
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	1	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	3	

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)    Quantity: 7    Start: 11/1/2021    End: 7/31/2025    Total: 65234.99 USD				
Category	Item	Description	QTY	
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	7	
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	7	
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	8	
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	14	
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	14	
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	14	
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	14	
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	7	
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	7	
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	210	
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	7	
Records	73681	AXON RECORDS FULL	7	
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	7	
Redaction	73478	REDACTION ASSISTANT USER LICENSE	7	
Auto Tagging	73682	AUTO TAGGING LICENSE	7	
Performance	73739	PERFORMANCE LICENSE	7	
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	7	
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	7	
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	14	

Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	7
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	7
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	7
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	7
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	8
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	4
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	3

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.

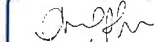
#### Acceptance of Terms:

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.



City of Menifee

DocuSigned by:



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Signature

October 20, 2021

Date Signed

9/17/2021