

**FOURTH AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002516  
WITH AXON ENTERPRISE, INC.**

This Fourth Amendment to Agreement number F002516, dated August 9, 2022 ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Santa Rosa, a municipal corporation ("City"), and Axon Enterprise, Inc., a Delaware Corporation ("Consultant").

**RECITALS**

- A. City and Consultant entered into the Agreement for Consultant to purchase and deploy body worn cameras, interview room cameras, fleet cameras and Taser devices and the systems to support and store related data.
- B. City and Consultant entered into the First Amendment to Agreement on February 12, 2024 for the purpose of adding additional licenses. City and Consultant entered into the Second Amendment to Agreement on September 27, 2024 for the purpose of adding a software module to enhance professional development and improve internal investigations at the police department. City and Consultant entered into the Third Amendment to Agreement on December 11, 2024, erroneously titled Second Amendment to Agreement, to add fleet cameras and the required licensing and support ("Third Amendment").
- C. City and Consultant now desire to further amend the Agreement for the purpose of adding additional fleet cameras and the required licensing and support for these cameras.
- D. City desires to amend the Agreement to correct the Second Amendment dated December 11, 2024 that was erroneously titled and should have been Third Amendment to the Agreement.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

- 1. City and Consultant entered into the Second Amendment to Agreement on December 11, 2024. This amendment was erroneously titled and is thereby retitled to Third Amendment, to Agreement.
- 2. Section 1. Scope of Services

Exhibit A-2 to the Third Amendment of the Agreement was erroneously titled and is thereby retitled to Exhibit A-3. Further, Exhibit A-3 is supplemented by Exhibit A-4 to this Fourth Amendment, attached hereto.

- 3. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$81,607.44 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of four million thirty two thousand four hundred fifty six dollars and ninety-nine cents (\$4,032,456.99). The City's Chief Financial Officer is authorized to pay all proper claims from various charge numbers."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

**CONSULTANT:**

**CITY OF SANTA ROSA**

a Municipal Corporation

Name of Firm: Axon Enterprise, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

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

☐ Individual/Sole Proprietor

Print Name: Maraskeshia Smith

☐ Partnership

☒ Corporation

Title: City Manager

☐ Limited Liability Company

☐ Other (please specify: \_\_\_\_\_)

APPROVED AS TO FORM:

*Signatures of Authorized Persons:*

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

\_\_\_\_\_  
Office of the City Attorney

Print Name: Isaiah Fields

Title: Chief Legal Officer/Secretary

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

Print Name: Robert Driscoll

Title: Deputy General Counsel/VP

Attachment:

Exhibit A-4 - Scope of Services



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

## Exhibit A-4

Q-621573-45588.810LG

Issued: 10/23/2024

Quote Expiration: 12/27/2024

Estimated Contract Start Date: 02/15/2025

Account Number: 106429

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Santa Rosa Police Dept. - CA 965 Sonoma Ave Santa Rosa, CA 95404-4803 USA	Santa Rosa Police Dept. - CA 965 Sonoma Ave Santa Rosa CA 95404-4803 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lauren Gauer Phone: 480-580-3639 Email: lgauer@axon.com Fax:	James Vickers Phone: 7079788926 Email: jvickers@srcity.org Fax:

### Quote Summary

Program Length	58 Months
<b>TOTAL COST</b>	<b>\$81,607.44</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$81,607.44</b>

### Discount Summary

Average Savings Per Year	\$3,838.32
<b>TOTAL SAVINGS</b>	<b>\$18,551.88</b>

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$14,707.99	\$0.00	\$14,707.99
Apr 2025	\$13,379.89	\$0.00	\$13,379.89
Apr 2026	\$13,379.89	\$0.00	\$13,379.89
Apr 2027	\$13,379.89	\$0.00	\$13,379.89
Apr 2028	\$13,379.89	\$0.00	\$13,379.89
Apr 2029	\$13,379.89	\$0.00	\$13,379.89
Total	\$81,607.44	\$0.00	\$81,607.44

Quote Unbundled Price:	\$100,159.32
Quote List Price:	\$89,886.36
Quote Subtotal:	\$81,607.44

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	2		\$108.00	\$108.00	\$1,296.00	\$0.00	\$1,296.00
Fleet3A	Fleet 3 Advanced	6	58	\$284.09	\$254.57	\$230.78	\$80,311.44	\$0.00	\$80,311.44
<b>Total</b>							<b>\$81,607.44</b>	<b>\$0.00</b>	<b>\$81,607.44</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	6	1	01/15/2025
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	6	1	01/15/2025
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	6	1	01/15/2025
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	6	1	01/15/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6	1	01/15/2025
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6	1	09/15/2029

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	02/15/2025	12/14/2029
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	6	02/15/2025	12/14/2029
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	6	02/15/2025	12/14/2029
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	02/15/2025	12/14/2029

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	01/15/2026	12/14/2029
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	01/15/2026	12/14/2029

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	965 Sonoma Ave	Santa Rosa	CA	95404-4803	USA

## Payment Details

### Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 1	Fleet3A	Fleet 3 Advanced	6	\$13,411.99	\$0.00	\$13,411.99
True up	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	\$1,296.00	\$0.00	\$1,296.00
<b>Total</b>				<b>\$14,707.99</b>	<b>\$0.00</b>	<b>\$14,707.99</b>

### Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 2	Fleet3A	Fleet 3 Advanced	6	\$13,379.89	\$0.00	\$13,379.89
<b>Total</b>				<b>\$13,379.89</b>	<b>\$0.00</b>	<b>\$13,379.89</b>

### Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 3	Fleet3A	Fleet 3 Advanced	6	\$13,379.89	\$0.00	\$13,379.89
<b>Total</b>				<b>\$13,379.89</b>	<b>\$0.00</b>	<b>\$13,379.89</b>

### Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 4	Fleet3A	Fleet 3 Advanced	6	\$13,379.89	\$0.00	\$13,379.89
<b>Total</b>				<b>\$13,379.89</b>	<b>\$0.00</b>	<b>\$13,379.89</b>

### Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment 5	Fleet3A	Fleet 3 Advanced	6	\$13,379.89	\$0.00	\$13,379.89
<b>Total</b>				<b>\$13,379.89</b>	<b>\$0.00</b>	<b>\$13,379.89</b>

### Apr 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Add-On Payment6	Fleet3A	Fleet 3 Advanced	6	\$13,379.89	\$0.00	\$13,379.89
<b>Total</b>				<b>\$13,379.89</b>	<b>\$0.00</b>	<b>\$13,379.89</b>

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 <https://www.axon.com/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.

Signature

Date Signed

10/23/2024

