REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE:
JULY 2, 2019

TITLE:
APPROVE AN AMENDMENT TO AGREEMENT WITH AXON ENTERPRISE, INC. IN THE AMOUNT OF $175,491.78 FOR BODY-WORN CAMERA EQUIPMENT AND SERVICES {STRATEGIC PLAN NO. 1, 2}

CITY MANAGER

RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute an amendment to the agreement with Axon Enterprise, Inc. to provide body-worn camera equipment and services for the Santa Ana Police Department, in the amount of $175,491.78, subject to non-substantive changes approved by the City Manager and City Attorney. The new not to exceed five-year agreement amount is $2,065,055.96. The term of the agreement will remain effective May 2, 2017 through May 1, 2022.

DISCUSSION

The Department of Justice (DOJ) recognizes body-worn cameras as a law enforcement strategy aimed at improving public safety, reducing crime, and improving public trust between police and the citizens they serve. Law enforcement agencies across the country and worldwide are using body-worn cameras (BWC) as a promising tool to improve law enforcement interactions with the public. On May 2, 2017 the City Council approved an agreement with Axon Enterprises, Inc. (formerly Taser, Inc.) for body-worn camera equipment and services, and on September 1, 2017 the Santa Ana Police Department’s body-worn camera program went live. This initial body-worn camera program roll-out included all Patrol Officers, the Gang Unit, and the Canine Unit.

On December 4, 2018, the City Council authorized the City Manager and Clerk of the Council to execute the Grant Award and Special Conditions documents with the U.S. Department of Justice, Office of Justice Programs accepting $99,291 in U.S. Department of Justice Body-Worn Camera Policy and Implementation grant funds to enhance the Santa Ana Police Department’s body-worn camera program, for the period of October 1, 2018 through September 30, 2021. This grant will allow the Police Department to expand the body-worn camera program to Detectives, Crime Scene Investigators, Animal Services and Parking Control. The funds will be used to pay for 60 additional cameras, 60 licenses and supporting equipment. The Police Department will receive $99,291 in grant funds, and the grant requires a 50 percent match ($99,291), for a total Body-Worn Camera Policy and Implementation grant program budget of $198,582.

25C-1
In the December 4, 2018 staff report, staff advised the City Council that the grant required the City to issue an RFP for the body-worn cameras and services that would be funded under the grant, and that the Police Department would bring this proposed agreement to the City Council for consideration once the RFP evaluation process had been completed. For procurement transactions using Federal award funds, the City must follow its own documented procurement procedures. After further inquiry and discussions with the grantor, staff determined that the RFP that was completed in 2017 to select Axon satisfies the requirements for competitive bidding.

The Axon agreement amendment includes $175,491.78 for licensing and maintenance costs for 60 additional licenses, cameras, storage, and 6 additional docks that are needed to support the program (Years 3-5). The new not to exceed five-year agreement amount is $2,065,055.96. The term of the agreement will remain May 2, 2017 through May 1, 2022.

The Santa Ana Police Department is the only Orange County agency with a defensible program policy, a supporting audit procedure and a critical incident procedure. The Police Department has facilitated site visits to demonstrate our implementation strategy, procedures, and equipment infrastructure for over 15 police agencies, including the largest Sheriff’s Department in the Nation. In addition, the video evidence provided by the program has been beneficial to court proceedings, investigations, evaluation of personnel complaints and field performance of newly hired personnel.

**STRATEGIC PLAN ALIGNMENT**

Approval of this item allows the City to meet Goal #1 Community Safety, Objective #2 (Broaden communications, information sharing and community awareness of public safety activities.)

**FISCAL IMPACT**

Funds for the Axon Enterprises, Inc. agreement amendment will be budgeted for the following fiscal years in the Department of Justice Grant Fund - Programs expenditure accounts (no. 12714410 62300) and the Supplemental Law Enforcement Services Account (no.12814407 62300) as follows:

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<th>DOJ (Grant) 12714410 62300</th>
<th>SLESA (Match) 12814407 62300</th>
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Agreement Amendment with Axon Enterprise, Inc.
July 2, 2019
Page 3

APPROVED AS TO FUNDS AND ACCOUNT:

David Valentin
Chief of Police
Santa Ana Police Department

Kathryn Downs
CPA
Executive Director
Finance and Management Services Agency

Exhibit: 1. Agreement Amendment with Axon Enterprises, Inc.
THIRD AMENDMENT TO MASTER SERVICE AND PURCHASING AGREEMENT FOR SOFTWARE LICENSES, MAINTENANCE OF EQUIPMENT FOR BODY WORN CAMERA EQUIPMENT

THIS THIRD AMENDMENT to the above-referenced agreement is entered into on July 2, 2019, by and between Axon Enterprise, Inc., a California corporation ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

A. The parties entered into Agreement #A-2017-113, dated May 2, 2017 ("Agreement"), by which Consultant agreed to provide software licenses in support of the Body Worn Camera equipment utilized by the Santa Ana Police Department. The term of the Agreement runs through May 1, 2022, and is still in effect.

B. In August 2017, the parties entered into a First Amendment to the Agreement (#A-2017-113-01) by which the parties agreed to memorialize the change in the Consultant's name to Axon Enterprise and to utilize $25,000 of the contingency funds, previously approved by the City and included additional funds to cover the remaining balance for the purchase of 80 additional Evidence.com unlimited licenses for one year during the term of the original Agreement.

C. On December 4, 2018, the parties entered into a Second Amendment to the Agreement (#A-2018-271) by which the parties amended the Agreement to increase the overall compensation to allow the City to exercise its option and engage the Consultant for the annual maintenance costs for the additional 80 Evidence.com unlimited licenses and the 12 docks for Years 2-5 of the Agreement and compensate the Consultant for services rendered from the expiration of the First Amendment.

D. The body worn camera system and the software licenses for the use of the body worn cameras are utilized through a system called Evidence.com. The license provides security and encryption of the data accessed from the body worn cameras to prevent unauthorized use or access to the evidence or data obtained by the equipment.

E. The parties now wish to further amend the Agreement to increase the overall compensation to allow the City to purchase sixty (60) additional cameras and six docks, which will include the corresponding Evidence.com unlimited licenses, storage, maintenance, and any supporting equipment for the use of the cameras for Years 3-5 of the Agreement.

The Parties therefore agree:

1. Section 2, shall be amended to include Axon Quote No. Q-187117-43620.967CN, attached hereto as Exhibit A-4, to memorialize the costs for the City to purchase the equipment, Evidence.com unlimited licenses, supporting equipment and maintenance for sixty (60) additional body worn camera units.
2. The total sum to be expended for the payment of the additional services detailed in Exhibit A-4 shall not exceed $175,491.78. The five-year not-to-exceed Agreement amount will be increased from $1,889,564.18 to $2,065,055.96.

3. Except as modified by this Third Amendment, all terms and conditions of the Agreement, and all prior amendments to the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

ATTEST

NORMA MITRE
Acting Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM

SONIA R. CARVALHO
City Attorney

Name: Robert Priscoll
Title: VP, Associate General Counsel

DAVID VALENTIN
Chief of Police

CITY OF SANTA ANA

CONSULTANT

RECOMMENDED FOR APPROVAL
Exhibit A-4 to Third Amendment to Agreement #A-2017-113

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

SHIP TO
Sergio Enriquez
Santa Ana Police Dept - CA
60 CIVIC CENTER PLAZA
Santa Ana, CA 92703
US

BILL TO
Santa Ana Police Dept - CA
CITY OF SANTA ANA
PURCHASING DIVISION M16
20 CIVIC CENTER PLAZA
RM 429
SANTA ANA, CA 92701
US

Year 3

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Estimated Shipping: 0.00
Estimated Tax: 5,173.16
Total: 61,099.16

Q-187117-43820.957CN
Issued: 06/04/2019
Account Number: 105857
Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00011822

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

PRIMARY CONTACT
Sergio Enriquez
Phone: (714) 245-8020
Email: senriquez@santa-ana.org
### Spares

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### Year 4

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Estimated Tax: 4,842.71
Total: 57,196.31

### Year 5

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Subtotal: 52,353.60
Estimated Tax: 4,842.71
Total: 57,196.31

Grand Total: 117,491.78
Discounts (USD)
Quote Expiration: 06/28/2019

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*Total excludes applicable taxes

Summary of Payments

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