

**SECOND AMENDMENT TO MASTER SERVICE AND PURCHASING  
AGREEMENT FOR RECORDS MANAGEMENT SOFTWARE**

**THIS SECOND AMENDMENT** to the above-referenced agreement is entered into on March 21, 2023, by and between Axon Enterprise, Inc., a Delaware 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-2022-106, dated July 1, 2022 (“Agreement”), by which Consultant agreed to provide software licenses, maintenance, and equipment in support of the Body Worn Camera program at the Santa Ana Police Department (“Department”). The term of the Agreement runs through June 30, 2027, and is still in effect.
- B. On February 7, 2023, the Agreement was amended (“First Amendment”), to include the purchase of additional equipment, software, and maintenance to upgrade all of the Department’s interview rooms for an additional \$376,379.
- C. The parties now wish to amend the Master Services Agreement to expand the Scope of Services and increase the overall compensation for years 2-5 of the Agreement to allow the City to purchase Axon Records and Standards software, as needed by the Department and detailed in the attached Exhibit A-1 to this Amendment.

**The Parties therefore agree:**

- 1. **Preamble**, shall be amended to include Axon Quote No. Q-406761-44978.804CN, attached hereto as **Exhibit A-1**, to memorialize the costs for the City to purchase records management software, records license and standards licenses, standards implementation service, and a professional services milestone payment for records.
- 2. **Section 3, Payment**, shall be amended to increase and reflect the additional costs and payment schedule detailed in **Exhibit A-1**. The total sum to be expended for the payment of the additional services detailed in **Exhibit A-1** shall not exceed **\$451,000** for a total aggregate amount not to exceed \$6,015,017.
- 3. Except as modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

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

**ATTEST**

**CITY OF SANTA ANA**

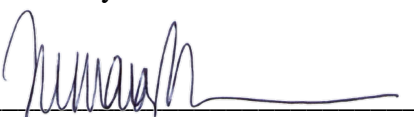
\_\_\_\_\_  
JENNIFER L. HALL  
Clerk of the Council

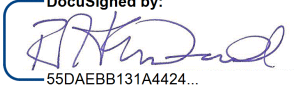
\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM**

**CONSULTANT**

SONIA R. CARVALHO  
City Attorney

By:   
\_\_\_\_\_  
TAMARA BOGOSIAN  
Senior Assistant City Attorney

DocuSigned by:  
  
55DAEBB131A4424...  
By: Robert E. Driscoll, Jr.  
Title: VP, Assoc. General Counsel

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
DAVID VALENTIN  
Chief of Police

Exhibit A-1 to Second Amendment



**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-406761-44978.804CN

Issued: 02/21/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 10/01/2024

Account Number: 105857

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice;Other-60 Civic Center Plz M-88 60 CIVIC CENTER PLZ SANTA ANA, CA 92701-4060 USA	Santa Ana Police Dept - CA 20 Civic Center Plz Santa Ana, CA 92701-4058 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Will Alexander Phone: Email: walexander@axon.com Fax:	Sergio Enriquez Phone: (714) 245-8020 Email: senriquez@santa-ana.org Fax: (714) 245-8606

Quote Summary

Program Length	33 Months
TOTAL COST	\$451,000.00
ESTIMATED TOTAL W/ TAX	\$451,000.00

Discount Summary

Average Savings Per Year	(\$101,845.45)
TOTAL SAVINGS	(\$280,075.00)

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$451,000.00	\$0.00	\$451,000.00
Total	\$451,000.00	\$0.00	\$451,000.00

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$170,925.00

\$170,925.00

\$451,000.00

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									
73893	STANDARDS LICENSE, NON-SWORN	30	33		\$20.00	\$0.00	\$0.00	\$0.00	\$0.00
73891	RECORDS LICENSE, NON-SWORN	125	33		\$29.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85157	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	1	33		\$500.00	\$13,212.12	\$436,000.00	\$0.00	\$436,000.00
73896	STANDARDS IMPLEMENTATION SERVICE	1			\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00
Total							\$451,000.00	\$0.00	\$451,000.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73891	RECORDS LICENSE, NON-SWORN	125	10/01/2024	06/30/2027
A la Carte	73893	STANDARDS LICENSE, NON-SWORN	30	10/01/2024	06/30/2027

Services

Bundle	Item	Description	QTY
A la Carte	73896	STANDARDS IMPLEMENTATION SERVICE	1
A la Carte	85157	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	1

Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73891	RECORDS LICENSE, NON-SWORN	125	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73893	STANDARDS LICENSE, NON-SWORN	30	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$15,000.00	\$0.00	\$15,000.00
Invoice Upon Fulfillment	85157	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	1	\$436,000.00	\$0.00	\$436,000.00
Total				\$451,000.00	\$0.00	\$451,000.00

**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.

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Signature

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Date Signed

2/21/2023





# **STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON RECORDS AND STANDARDS FOR SANTA ANA POLICE DEPARTMENT ("SOW")**

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Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85<sup>th</sup> Street

Scottsdale, AZ 85255



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# 1. PROJECT OVERVIEW:

This document serves as an overview of the Axon Records project. Axon Records and Axon Standards are cloud-native software solutions provided as a SaaS subscription. As a SaaS Solution, at such time as new functionality is released into the system, Santa Ana PD will be given the option to utilize the new features, at their discretion, at no additional cost to the agency.

## 1.1 SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

<b>AXON RECORDS</b>	<ul style="list-style-type: none"><li>▶ Employee Management</li><li>▶ Master Name Index</li><li>▶ Master Address Index</li><li>▶ Master Location Index</li><li>▶ Master Vehicle Index</li><li>▶ Axon DataStore</li><li>▶ User Permission Management</li><li>▶ Distribution Management</li><li>▶ Print Auditing</li><li>▶ Search</li><li>▶ Master Index Alerts</li><li>▶ Audit Trail</li><li>▶ California State Reporting</li><li>▶ Incident Reporting</li><li>▶ Attachments</li></ul>	<ul style="list-style-type: none"><li>▶ Citations Integration (Import)<ul style="list-style-type: none"><li>○ Name and Vehicle Validation</li><li>○ Incident Report Linking</li><li>○ Attachments</li></ul></li><li>▶ Crash Reporting Integration (Import)<ul style="list-style-type: none"><li>○ Name and Vehicle Validation</li><li>○ Impound Import</li><li>○ Diagram Import</li><li>○ Incident Report Linking</li><li>○ Attachments</li></ul></li><li>▶ Bookings Module<ul style="list-style-type: none"><li>○ Short-term holding</li><li>○ Development Partner for</li></ul></li></ul>
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	<ul style="list-style-type: none"> <li>▶ Physical Property &amp; Evidence Entry</li> <li>▶ Sealing</li> <li>▶ Restrictions</li> <li>▶ Field Interviews</li> <li>▶ Digital Evidence Management</li> <li>▶ Case Management</li> <li>▶ Configurable Forms and Fields</li> <li>▶ Records Requests</li> <li>▶ Expungement</li> <li>▶ Redaction</li> <li>▶ Supplements</li> <li>▶ Warrants</li> </ul>	<p>municipal jail functionality</p> <ul style="list-style-type: none"> <li>○ Call For Service Module</li> <li>○ Search API for connection for use with agency's internal Applets</li> </ul>
<b>AXON STANDARDS</b>	<ul style="list-style-type: none"> <li>▶ Use of Force</li> <li>▶ Vehicle Pursuit</li> <li>▶ Vehicle Collision</li> <li>▶ Internal Complaint</li> <li>▶ Citizen Complaint</li> <li>▶ Attachments</li> </ul>	<ul style="list-style-type: none"> <li>▶ Internal Affairs Investigative Case Management</li> <li>▶ Configurable Forms and Fields</li> <li>▶ Restrictions</li> <li>▶ EIS</li> </ul>

## 1.2 DEFINITIONS

TERM	DEFINITION
<b>PARTIES</b>	
Agency	Santa Ana Police Department who is identified within this SOW
End-Users	Specific agency groups who will use the system. Users of Evidence.com will already be provisioned for access to Axon Records and Axon Standards.
Professional Services	The services that Axon will provide within the scope of this SOW



SYSTEMS	
Axon Systems	Software solutions and agency-specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
NIBRS	National Incident-Based Reporting System
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, FAT, UAT, and training take place
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Requirements Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Data Conversion Plan	Part of the overall Project Plan, this phase outlines how the Data Conversion will be executed, from mapping to testing to the full Data Conversion to move the data into Axon Records.
Configuration Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms, users, and permissions are also configured during this phase.
Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.
Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for FAT and UAT.
Go-Live	End-users are activated, and the agency is actively using the product



Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in Attachment C
<b>ACCEPTANCE</b>	
Blocker	Issue impacting 50% or more users
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective
Hypercare period	Thirty (30) day period, following Go-Live/Final Acceptance where the project team ensures the Production system is functioning as designed. Once this hypercare period is over, the agency will be transitioned to Axon's Support staff.

### 1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- ▶ Third-party products and services costs related to the vendors or agency's side of the integration
- ▶ Changes made by the agency or the agency's vendors



## 2. PROFESSIONAL SERVICES:

### 2.1 GENERAL

The agency will provide a master charge table that Axon will load. Axon will provide the appropriate structure to the agency.

### 2.2 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

- ▶ The agency must provide any relevant technical documentation per interface to Axon.
- ▶ The agency will facilitate any necessary meetings with all third-party system vendors where integration is required.
- ▶ Axon will provide any relevant Axon API documentation to the agency.
- ▶ Axon will conduct integration acceptance testing demonstrating the functionality of each integration to the agency.
- ▶ The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

### AGENCY INTERFACES

- 2.2.1 **Records | Crossroads | Crash:** Axon will import crash reports from Crossroads into Axon Records.
- 2.2.2 **Records | Crossroads | Citation:** Axon will import citations from Crossroads into Axon Records.
- 2.2.3 **Records | DataTicket | Citation:** Axon will import parking citations from DataTicket into Axon Records.
- 2.2.4 **Records | Lexis Nexis DORS | Online Reporting:** Axon will deploy an interface with LexisNexis' DORS solution where Axon will import citizen-authored reports from DORS into an incident report in Axon Records. These reports will be approved in DORS, and then imported into Axon Records. The report will be assigned to the officer who approved the report in DORS.



- 2.2.5 Records | Municipal Jail:** Axon will import booking data from the Municipal Jail system into Axon Records. This import will include name and photo data.
- 2.2.6 Records | Central Square CAD | Call for Service Import:** Axon will import Call for Service (CFS) data from Central Square into Axon Records. The process and triggers by which incident reports are created and assigned from Calls for Service will be determined during the deployment of Axon Records.
- 2.2.7 Records | Central Square CAD | Incident Number Export:** Axon will build an interface with the Central Square CAD system where Axon will export Incident Numbers that have been generated from imported Calls for Service that directly generated those reports.
- 2.2.8 Records | AFIS | Livescan:** Axon will import photos from AFIS into the Axon Records master indices.
- 2.2.9 Records | NCIC/CLETS:** Axon will deliver an interface between Axon and the established message switch. The following standard basic queries will be generated by Axon: QDRV (Driver's License), QVEH (Vehicle Registration), QA (Article), QBOT (Boat), QG (Gun). Moreover, the following list of queries will also be supported:
- CLETS (California Law Enforcement Telecommunications System):
- Stolen Vehicle/Automated Boat Systems (SVS/ABS), CA Restraining Order & Protective Order System (CARPOS), All California DMV Queries (all encompassing), Wanted Persons (WPS-all encompassing), Supervised Release File (SRF), CA Sex & Arson Registry System (CSAR), Missing & Unidentified Persons System (MUPS), Automated Property System (APS), Automated Firearm System (AFS), Mental Health Firearms Prohibition System, Armed Prohibited Persons System (APPS).
- NLETS (National Law Enforcement Telecommunications System)
- Driver History Query (KQ), Driver License Query by Name (DNQ), Driver's License Query (DQ), State Warrant Query (SWQ), Vehicle Registration Query (RQ), Vehicle Registration Query By Name (RNQ)
- National Crime Information Center (NCIC):
- National Sex Offender Registry (NSOR), Protection Orders**
- Orange County Systems (OCATS/AWSS):
- Multiple Name Queries, Automated Jail System (AJS), Automated Warrant Service System (AWSS-Query and abstract, update, etc.-all encompassing), Orange County Probation





**2.2.10 Records | CalDOJ | CIBRS Interface:** Axon will deliver an interface between Axon Records and Cal DOJ for submission of CIBRS reports from Axon Records.

**2.2.11 Records | Linx | Data Export:** Axon will build an interface with LInX where Axon will export incident data to the LInX system. The specific datapoints and method of transfer will be determined during the Requirements phase of the project.

**2.2.12 Records | LexisNexis Virtual Crime Center | Data Export:** Axon will build an interface with LexisNexis' Virtual Crime Center where Axon will export incident data to the Virtual Crime Center system. The specific datapoints and method of transfer will be determined during the Requirements phase of the project.

**2.2.13 Records | Auto-Return | Vehicle Impound Interface:** Axon will build an interface with Auto-Return that will import vehicle data from the Auto-Return system, to prepopulate the impound form in Axon Records.

## GO-LIVE CONTINGENCY

Before interfaces are complete, the agency may Go-Live. This does not relieve Axon from completing the interfaces, but the agency will be charged upon using the software.

## 2.3 DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send a .bacpac file to Axon. If neither method is available, a direct query through the Microsoft Self Hosted Integration Runtime (SHIRt) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process.

Subject to the data conversion plan, Axon can perform an initial conversion to inject the data into the product training and/or production instance(s) prior to Go-Live. A second conversion is



performed before Go-Live for data accumulated in the legacy system between the initial conversion and crossover to Axon. Depending on the final data conversion plan, data may be injected after Go-Live.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.

## **DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:**

The agency should be prepared to:

- ▶ Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- ▶ Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- ▶ Extract and provide the data to Axon in an agreed-upon format.
- ▶ Address data quality by the agency prior to provisioning to Axon.
- ▶ Minimize the amount of business logic and file processing prior to conversion where possible.
- ▶ Provide a data dictionary (data structure, schema, field definition) to define all elements of the legacy data. If a Data Dictionary is not feasible, due to proprietary concerns, the agency will work with Axon resources to map the data appropriately so that contractual obligations are not breached.
- ▶ Provide an entity relationship diagram of the legacy database, if available. If one cannot be provided due to contractual obligations, the agency will provide as much information to Axon as possible without breaching those contractual obligations.
- ▶ Collaborate with Axon to map the data from the legacy data structures and formats into the product.

Data conversion and data conversion review are critical to project deployment success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

## **AGENCY DATA CONVERSIONS**



**2.3.1 Central Square | Records Data Conversion:** Axon will import legacy data, including but not limited to incident data, case management data, and Property & Evidence Data from Santa Ana PD's legacy RMS system.

**2.3.2 Blue Team/IA Pro | Standards Data Conversion:** Axon will import legacy IA, Use of Force, Collision, Pursuit, and Complaint data from Blue Team/IA Pro into Axon Standards.

## **GO-LIVE CONTINGENCY**

Before data conversion is complete, the agency may Go-Live. This does not relieve Axon from completing the data conversion, but the agency will be charged upon using the software.

## **2.4 REPORTING AND DATASTORE**

- ▶ Axon will configure and make available to the agency a MS SQL DataStore containing all field and form data from the Axon Suite that allows the agency to utilize available data for reporting and analytical purposes.
- ▶ Axon will provide the agency with a data dictionary and/or other appropriate documentation.
- ▶ If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

## **2.5 READINESS**

- ▶ Axon will work in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager will work closely together to plan and execute readiness scenarios.
- ▶ Axon will conduct functional acceptance testing via use cases approved by Axon and the agency.
- ▶ All issues discovered during and after training will be entered into the service portal for triage and follow-up.
- ▶ In recognition of the fact that Santa Ana PD (hereafter, "agency") manages Property and Evidence (hereafter "P&E") as a network of "packages" rather than "items," Axon and the agency



agree to explore ways that Axon Records can serve the agency's needs. It is Axon and the agency's mutual goal to find or develop a solution in Axon Records that can serve the agency well in its management of "packages" as opposed to traditional "items." The mutually agreed upon solution should not only functionally handle the agency's needs, but also solve for the challenge of properly mapping the conversion of data from the agency's legacy solution.

If such a solution is not defined and agreed upon within 6 months of the execution of this Statement of Work, Axon will work with the agency to offer a procurement vehicle, through Axon, for the most appropriate third party solution for the agency to manage P&E as "packages" and will interface with the third party solution so that data can flow – from officers who are gathering P&E and entering it into Axon Records – into said third party P&E system for the agency property room, to manage the P&E. Santa Ana Police Department would be responsible for funding the purchase of this third party solution. Axon would merely be acting as a "middle man" for procurement vehicle purposes.

## **2.6 TRAINING**

Axon will work in partnership with the agency to design an appropriate Training Plan and schedule to ensure affected agency members are adequately trained and prepared to administer and use Axon Records. The agency will receive a training guide that outlines the topics to be covered, intended audience, facility needs, and duration of the training.

### **FORMAT**

Axon will provide the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions will be conducted in an environment containing necessary configurations, forms, and workflows.

#### **TRAIN-THE-TRAINER:**

Axon trains system administrators and/or "super users" in full system functionality that is role agnostic.

- ▶ Axon's Train-the-Trainer approach provides the agency with at least one user group that is fully equipped to provide system



expertise to any user and provide agency-led training to other users.

Note: It will be the responsibility of the agency to update the training materials to include agency policies and procedures.

#### **HYBRID MODEL:**

Axon trains all agency end users in role-specific system functionality via a hybrid model that can include a combination of on-site instructor-led training, eLearning, and/or remote live instruction facilitated by Axon trainers.

- ▶ Axon's hybrid training model allows the agency and Axon to develop a customized and flexible training program that is suitable to the specific needs and concerns of the agency.

Note: It will be the responsibility of the agency to deliver any training sessions specific to the agency policies and procedures.

#### **SCHEDULE:**

The training plan will contain an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions exclusive to the Functional Acceptance Testing (FAT) will only occur after FAT has been successfully completed and documented.

- ▶ Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Friday) during normal business hours (8am-6pm).
- ▶ Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, will be the responsibility of the agency, unless agreed upon previously by the project team and training team management.

## **2.7 GO-LIVE**

Axon will work in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon will coordinate the Go-Live event.



## 3. PROJECT MANAGEMENT:

### 3.1 MANAGEMENT RESOURCES

#### AXON TEAM

- ▶ **Executive Sponsor:** An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- ▶ **Strategic Project Manager:** The dedicated point of contact and person responsible for successful deployment.
  - ▶ Ensures all team members from Axon and the agency are continually updated on the status of the project.
  - ▶ Speaks on behalf of the agency with respect to the project in:
    - ▶ Designating appropriate subject-matter experts (SME) to assist the project relative to the task at hand
    - ▶ Agency hierarchy, user groups, roles, and permissions
    - ▶ Module subject-matter experts (SME)
    - ▶ Integration subject-matter experts (SME) per interface, if necessary
    - ▶ Data conversion review team
  - ▶ Works internally to eliminate roadblocks as required to keep project on track.
  - ▶ Signs related project documents and reports as required.
  - ▶ Organizes scheduling needs related to the project, including:
    - ▶ System review and testing scheduling
    - ▶ Training scheduling
    - ▶ Go-Live scheduling
    - ▶ All communication cadence scheduling with appropriate agency resources
- ▶ **Solution Architecture Manager:** the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.



- ▶ **Business Analyst** - One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- ▶ **Strategic Customer Success Manager** – Holds responsibility for post-implementation and ongoing support.
- ▶ **Training Specialist** – Provides training to the agency on the applications being deployed.

## AGENCY TEAM

- ▶ **Executive Sponsor:** This role is a career police department leadership role with deep understanding of the agency.
  - ▶ Acts as primary agency business sponsor responsible for success of the records initiative.
  - ▶ Ensures agency resources support the project through all phases of execution as planned and agreed upon by the agency and Axon.
  - ▶ Communicates with the agency and city leadership as necessary to support the records project.
  - ▶ Provides guidance and leadership as part of the executive steering committee for the project.
- ▶ **Project Manager:** This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.
  - ▶ Acts as the primary point-of-contact and agency-designated project leader responsible for the success of the Records initiative.
  - ▶ Manages and coordinates all agency resources committed to support the project during each phase of delivery through launch and post-launch adoption of the system.
- ▶ **Integrations Manager:** This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing custom-developed applications, queries, and reports.
  - ▶ Coordinates agency/city resources associated with records integration with state and federal information systems and third-party applications.



- ▶ Coordinates agency/city resources to support historical data conversion from the existing records system to Axon.
- ▶ **IT Administrator:** This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.
  - ▶ Ensures project resources have access to systems and data required to support integration and data conversion activity.
- ▶ **Records Supervisor:** This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
  - ▶ Coordinates and advises the project team on current agency records policies, processes, and operational procedures.
  - ▶ Coordinates resources to confirm and support configuration, and integration testing and acceptance.
- ▶ **Patrol Lead:** This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies associated with records creation, supplements, amendments, checkpoints, routing, case management, and determination of records outcomes.
  - ▶ Coordinates and advises the project team on current agency patrol, data capture, and investigative practices.
  - ▶ Coordinates resources to confirm and support configuration, and integration testing and acceptance.
- ▶ **Reporting Analyst/Lead:** This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.
  - ▶ Coordinates and advises the project team on current agency reporting policies, processes, ad-hoc analysis, and monthly state and federal reporting requirements.





- Coordinates resources to confirm and support the Axon DataStore, configuration of standard reports, and production of agency-specific reports to support normal operations.

## **3.2 REQUIREMENTS PLANNING**

All project requirements will be documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager will work with the agency's project manager to develop a project plan for Axon's implementation.

## **3.3 CHANGE CONTROL**

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority ([Attachment B](#)).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

## **3.4 PROJECT METHODOLOGY**

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

## **3.5 MILESTONE COMPLETION REPORT ("MCR")**

Axon will submit an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the agency has 14 calendar days to approve the milestone completion. If the agency has issues related to the milestone completion, the expectation is that the agency will respond in writing to Axon with any issues related to the MCR within the 14 calendar-day window.



## 4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure agency desktop, mobile systems, and devices can access the product.
- ▶ Subject to limitations of any existing contractual obligations, make available relevant systems, if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the agency's Axon Evidence account when required.
- ▶ The agency agrees to pay for licenses upon completion of Go-Live.



## 5. SUPPORT:

- ▶ Axon will provide on-site Go-Live support the week the agency begins using the software.
- ▶ Axon will provide updates and enhancements to the product, which the agency will automatically receive.
- ▶ Axon will provide the agency's end users with access to the [help.axon.com](https://help.axon.com) support portal to submit and review service tickets.
- ▶ Following final acceptance, the agency will utilize Axon support via [my.axon.com](https://my.axon.com) for any further modifications to the product.
- ▶ For technical support assistance, the agency may contact a technical support representative at 800-978-2737, or via email at [Support@Axon.com](mailto:Support@Axon.com). Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of the agency's investment in the Axon ecosystem. Phone support is available 24/7.




6. TERMS AND CONDITIONS:

This SOW is governed by the master services and purchasing agreement executed by the parties.

AXON ENTERPRISE, INC.

AGENCY

Signature: 

Signature: \_\_\_\_\_

Name: Robert E. Driscoll, Jr.

Name: \_\_\_\_\_

Title: VP, Assoc. General Counsel

Title: \_\_\_\_\_

Date: 3/10/2023 | 9:00 AM MST

Date: \_\_\_\_\_



## ATTACHMENT A - MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Santa Ana Police Department:

- ☐ Project kick-off
- ☐ Requirements completion
- ☐ Functional review and completion of configuration
- ☐ User acceptance testing
- ☐ Completion of agency training
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on:

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Today's date: \_\_\_\_\_

Agency name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_



ATTACHMENT B - PROJECT CHANGE ORDER

Date:
Description of change to Axon product or service:
Justification for change:
Effects on schedule:
Effect on project pricing (attach quote for reduction or increase in costs):

AXON ENTERPRISE, INC.

AGENCY

Signature:

Signature:

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Name:

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Name:

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Title:

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Title:

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Date:

-----  
Date:



## ATTACHMENT C - THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to the agency, Axon employs third-party products and services providers.

Axon will be responsible for the management of third parties identified within Attachment C for the purposes of this project. All communications between those third parties, the agency, and Axon will be managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

- ▶ CommSys:
  - ▶ Included within this project are products and services from CommSys for the purposes of connecting to and conducting transactions with state and/or regional information providers.
  - ▶ The agency agrees to provide a CJIS-compliant server and operating environment for hosting of the CommSys software and make remote connectivity available to Axon as required to install, configure, and test the software and its integration with Axon products. The minimum technical requirements are:
    - 1.5 GHz 32 or 64-bit dual core processor, 4GB RAM, 120GB Hard Drive, Video Adapter and Monitor with a 1280x1024 resolution and 256 colors, TCP/IP LAN Network connectivity to any client and software components on same or separate hardware, Established connectivity to a CJIS Interface
    - Microsoft Operating System (32 or 64-bit), Microsoft Windows Server 2012 R2 with Microsoft SQL Server 2014 and higher
- ▶ Microsoft Self Hosted Integration Runtime ("SHIRt"):
  - ▶ Included within this project is software that allows integrations within the agency's local environment to communicate with Axon's cloud hosted environment.
  - ▶ The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
    - Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
    - 64-bit Operating System with .NET Framework 4.7.2 or above