



A G E N D A

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO REDEVELOPMENT
AGENCY OF THE CITY OF SEASIDE

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, November 2, 2017
5:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

Ralph Rubio	Mayor/Chair
Dennis Alexander	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
David R. Pacheco	Council/Agency Member
Kayla Jones	Council/Agency Member

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

Members of the public wishing to address the City Council/Agency Board on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

4. **CLOSED SESSION**

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Properties Under Discussion:

1. Seaside Resort Development: 1 McClure Way
2. APN 031-211-001 AND 031-151-062; Former Fort Ord land east of GJM Blvd and south of Eucalyptus Road.

Negotiator for the City: Craig Malin, City Manager.
Under Negotiation: Price, Terms of Payment or both.

B. PURSUANT TO GOVERNMENT CODE 54957.7 -PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position Title: City Manager

C. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9

1. Keep Fort Ord Wild VS. City of Seaside Case Number 16Cv003795
2. LandWatch Monterey County VS. City of Seaside (Real Party: Monterey Downs, LLC) Case Number 16CV003793

5. CONSENT AGENDA

A. APPROVE MINUTES FROM OCTOBER 21, 2017 MEETING

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE: It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of October 7, 2017 through October 20, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of October 12, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$8,372.17.

RECOMMENDATION: It is recommended that the Agency Board approve and file the list of checks linked to this staff report.

6. STUDY SESSION

A. CONDUCT A STUDY SESSION REGARDING THE PURCHASE OF BODY WORN CAMERAS FOR THE POLICE DEPARTMENT FOR COMPATIBLE USE WITH A CLOUD DATA MANGEMENT AND STORAGE SOLUTION EVIDENCE.COM

PURPOSE: The purpose of this item is to provide the Seaside City Council with an opportunity to conduct a study session considering the purchase of Body Worn Camera's (BWC's); to replace the Seaside Police Department's Conductive Electrical Weapons (CEW's); and contract with Evidence.com cloud data storage for the Seaside Police Department using a sole source vendor agreement with Axon (fka TASER).

RECOMMENDATION: It is recommended that the City Council receive the report and ask questions from staff and representatives from the vendor Axon, discuss and provide direction to staff.

7. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
November 16, 2017
Seaside City Hall
5:30 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at:
<http://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>
Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, October 19, 2017
5:30 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 5:30 PM.

**CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE
CITY OF SEASIDE**

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

2. **PLEDGE OF ALLEGIANCE**

Council Member Pacheco led the Pledge.

3. **PUBLIC COMMENT**

There were no requests to speak.

4. **CLOSED SESSION**

The City Council/Successor Agency adjourned to Closed Session at 5:33 PM.

A. **CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9**

1. Keep Fort Ord Wild VS. City of Seaside Case Number 16Cv003795
2. LandWatch Monterey County VS. City of Seaside (Real Party: Monterey Downs, LLC) Case Number 16CV003793

B. **PURSUANT TO GOVERNMENT CODE 54957.7 -PUBLIC EMPLOYEE PERFORMANCE
EVALUATION**

1. Position Title: City Attorney
2. Position Title: City Manager

The City Council/Agency Board reconvened to open session at 7:07 PM. City Attorney Freeman announced that the City Council received an update as to the status of the matters for existing litigation and that the City Manager evaluation was not discussed at this meeting but has been tabled to another meeting.

5. **CONSENT AGENDA**

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dennis Alexander and passed by the following vote the City Council approved the Consent Calendar as presented.

RESULT: **Approved**

MOVER: Council Member Jason Campbell

SECONDER:	Mayor Pro Tem Dennis Alexander
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

A. APPROVAL OF MINUTES OCTOBER 5, 2017

Action: Approved

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

Action: Approved

6. STUDY SESSION

A. RECEIVE PRESENTATION FROM BIDDING VENDORS FOR SOLAR PHOTOVOLTAIC DESIGN BUILD AND MAINTENANCE SERVICES CONTRACT

City Manager Malin indicated the City published a Request for Proposals for solar design and build for City Hall and all responsive proposers were invited to attend and make a presentation to the City Council. The parameters for the presentation are 8 minutes, and he encouraged in the respect of time to have one question from the Council. He explained this is supplemental to the staff review and the recommended proposer will be brought for action in November 2017.

Scutter Roofing presented first speaking to the successful mantras for the company and representatives provided an overview regarding the structural details of their proposed design, layout, the cost savings for the City and to the product warranties. This proposal included installation of solar structures in the parking lot. Council Member Campbell questioned the inverter warranty to which they confirmed could be equivalent to the panel warranty. Mr. Alexander questioned in off-peak times of year, is there any electricity storage to which they explained there would be a power purchase agreement with PGE to purchase back excess power at the same price that it is sold.

Representatives from Applied Solar Energy also made a presentation regarding their proposal. They included the structural details of their proposed design, the payback period, and encouraged that for disaster response there should be consideration for a storage facility so that there is energy available in the event of an emergency. His proposal proposed the use of solar modules on the City hall roof top structure for less money spent on structure, allowing higher quality panels, and consider infill such as shade structures or awnings for the portables or electric vehicle chargers to make up the remaining KW needs.

Council Member Campbell questioned the issues with installing infrastructure on roofs possibly causing roof leakage to which Mr. Tersol indicated it is a ballast system with few roof penetrations and roofs with solar last longer due to the reduced UV exposure. On question by Mayor Rubio, Mr. Tersol indicated that to meet the total City Hall KWH needs, there would need to be a mix of panels types and structures. He also responded that the structural integrity of the roof is not an issue and the structures are typically 3 lbs per square foot so the array is distributed appropriately.

7. ADJOURNMENT

Having no more business to conduct, the meeting was adjourned at 7:42 pm.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.B.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Lori Merwin, Finance Assistant

DATE: November 2, 2017

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE

It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of October 7, 2017 through October 20, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of October 12, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$8,372.17.

RECOMMENDATION

It is recommended that the Agency Board approve and file the list of checks linked to this staff report.

BACKGROUND

In accordance with Government Code Section 37208, at each Agency Board meeting the Board is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the Agency Board for inspection and confirmation.

A description of the checks and wires exceeding \$10,000.00 is as follows:

There were no checks or wires exceeding \$10,000.00 for the period covering October 7, 2017 through October 20, 2017.

The Checks report is available on the City's website here:
<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

The listed checks have been budgeted and paid from the various funds, as appropriate.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.A.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Acting Police Chief Judy Veloz

DATE: November 2, 2017

**SUBJECT: CONDUCT A STUDY SESSION REGARDING THE PURCHASE OF
BODY WORN CAMERAS FOR THE POLICE DEPARTMENT FOR
COMPATIBLE USE WITH A CLOUD DATA MANGEMENT AND
STORAGE SOLUTION EVIDENCE.COM**

PURPOSE

The purpose of this item is to provide the Seaside City Council with an opportunity to conduct a study session considering the purchase of Body Worn Camera's (BWC's); to replace the Seaside Police Department's Conductive Electrical Weapons (CEW's); and contract with Evidence.com cloud data storage for the Seaside Police Department using a sole source vendor agreement with Axon (fka TASER).

RECOMMENDATION

It is recommended that the City Council receive the report and ask questions from staff and representatives from the vendor Axon, discuss and provide direction to staff.

BACKGROUND

During the June 27, 2017, Special Meeting regarding this item, Council expressed concern regarding pre buffering, stability on the uniform, issues with continuous recordings, recalling of data, data mining, machine profiling, and the pros and cons of keeping the data in house or contracting for a service to manage the data. It was determined it would be necessary to hold an additional Study Session to further discuss these concerns.

Video recorders and digital cameras have been useful tools in the law enforcement profession for some time. The concept of recording police-citizen encounters for law enforcement use first developed with the implementation of in-car cameras.

Initially, in-car cameras were installed to document interactions with individuals suspected of

driving under the influence, with the recording providing supporting evidence needed for conviction. Over time, law enforcement found that in-car cameras had numerous additional benefits, such as increased officer safety, documentation of traffic violations, documentation of officer/citizen behavior, and other events. The Department and other agencies using in-car cameras found that the audio/video recordings reduced court time and prosecutor burden, reduced the number/length of internal investigations, reduced frivolous lawsuits, and increased the likelihood of successful prosecution.

Law enforcement also found that in-car cameras are limited in their field of vision and range of audio recording. In-car cameras are of little or no assistance for the officer on foot patrol, or the officers who are engaged in investigations or interactions beyond the transmission range of the officer's vehicle.

Body Worn Cameras

A body worn camera (BWC) is a small electronic device that is worn by an officer in order to audio and video-record the officer's official interaction with the public.

BWC's are promoted to improve accountability and transparency in police/civilian interactions. Many law enforcement agencies use BWC's to enhance their in-car camera capabilities and to better document their officer's interactions with victims, witnesses, and others during police-citizen encounters, at crime and incident scenes, and during traffic stops.

In many instances, police agencies have found BWC's useful for officers in the resolution of administrative and criminal complaints, and as a defense resource in cases of civil liability. Officers using the BWC recordings typically have a clearly documented, firsthand, objective account of what was said and done during an incident in question, within the scope of the BWC.

BWC have also proven to be effective in helping agencies evaluate police officer performance and training.

In spite of their vast utility, BWC are not a cure-all for law enforcement. Audio and video recordings may not provide a full perspective of an incident. A BWC does not follow an officer's eyes, so it may not capture everything that the officer saw or heard, depending on where the camera is mounted, where the officer is looking and what the camera is pointed at. BWC's only record in 2-D and may record at higher or lower illumination than the human eye sees. Nor are tactile perceptions caught on video.

BWC can also be used for improper purposes that are counter to or inconsistent with a departments' mission, or in ways that are contrary to federal, state or local laws. It is imperative that policies with strict control and management of BWC operations and recordings are established to ensure the chain of custody where information of evidentiary value is obtained, and that recordings are used to their fullest advantage for training and other purposes.

There are several critical components to be considered in determining which cameras to select.

- **Simplicity:** The equipment should be unobtrusive (yet clearly visible to the subject), easy

to wear, durable and above all else, easy to use.

- Battery life: How much recording our officers are likely to make before they can return the recorder for recharging or battery replacement.
Wearability: Where will the camera be worn? Head, shoulder or chest (body) worn.
- Assignment: Personal issue vs Pool issue
- Training: The method and process for demonstrating the equipment and training the users.
- Equipment storage: How and where will the equipment be stored, secured and issued?
- Integration: Technology must be able to integrate to improve effectiveness, efficiency and evolution of services provided.
- Management: Ease of uploading, storing and managing the footage in a safe, secure and easy to access site. It is also essential a sound business process is developed and assigned to a designated individual with the SPD with the appropriate skills.
- Internal readiness: Can our IT infrastructure handle the management and storage of the data?
- Security: How is the audio/video downloaded? Can it be readily determined if the video has been altered or modified? Is the storage system compliant with best practices/mandated security protocols?
- Warranty: In addition to durability, BWC devices, data storage, and the automated tools related to data management are rapidly evolving and are quickly outdated. The cost to replace and/or update equipment can be cost prohibitive.

The success of a BWC system means getting it right from the start by incorporating a product that officer's and staff not only have psychological confidence in, but a product that has already demonstrated a uniform quality, credibility and experience, and has already been proven in the criminal justice system.

DISCUSSION

To date, law enforcement is collecting more data than ever before. Agencies (and their servers) are already overwhelmed in their efforts to cost-effectively collect, transfer, integrate, manage, retrieve, transcribe, copy, redact, store and secure required data. Adding BWC audio/video recordings will increase this workload exponentially. The retrieval, inspection, redaction, copying and handling of the file from which the audio/video copy is extracted is labor intensive. Redaction of sensitive materials is one of the most urgent needs for police departments adopting BWC's.

Many law enforcement agencies, having implemented BWC's and found that Public Record Requests (PRR's) for BWC content have increased workloads significantly. Traditional redaction to blur faces and license plates is only a first step. Sensitive identifying information can take on more subtle forms in both visual and audio streams, including, for example, a logo on a shirt, or contextual cues that indicate specific locations.

This requires someone to review all audio/video recordings before the recordings can be released, and to redact any protected information.

Workload and Privacy

To properly fulfill PRR's, agencies must make sure that the redacted video is "perfect," without a single missed frame. BWC footage may feature civilians who do not want the recordings of themselves shared, and/or certain interactions may not be released lawfully, such as recordings of intimate interactions taken inside someone's home that captures images/statements of juveniles, domestic assault victims, sexual assault victims, etc.

There is a fine line between video being under- and over-redacted, which creates concerns about transparency. It is difficult to achieve the proper and lawful redaction balance when the requested videos often involve multiple objects entering and exiting the frame as the officer wearing the camera moves.

The number of Public Record Requests will vary, based upon the number and type of incidents. A conservative estimate projects the SPD will receive one Public Records Request per month for audio/video recordings.

Based upon current staffing levels, it is estimated the SPD will produce an average of 20 hours of video per day (which equates to 140 hours of video per week, or 7,280 hours per year). This does not include special events or unforeseen incidents that necessarily increase staffing/personnel needs.

Based upon various studies and information obtained from agencies that have implemented a BWC system, it takes 120 hours of personnel time to review, redact, copy and make available one audio/video record request. This conservative estimate equates to 1,440 hours of personnel hours needed annually to process SPD audio/video public records requests. This does not include management hours necessary for criminal justice matters, training, etc.

Therefore, implementing a BWC system will require an additional full time, non-sworn person to manage the programs, with an estimated annual cost of \$90,000 for salary and benefits.

Digital Evidence Storage, Retrieval and Security

Security is possibly the most important concern regarding data management. Departments that elect to store data onsite locally must purchase its own data storage system and store, retrieve, and share the video evidence, as well as develop the means to address chain-of-custody policies and laws of evidence.

Some manufacturers provide cloud-based storage. Agencies that choose cloud-based storage typically have the option of paying by the amount of storage space that is used or paying on a per-officer/camera basis.

As with many agencies deploying a BWC program, the City of Seaside does not have the IT infrastructure, or bandwidth capabilities to manage the flood of digital evidence that BWC's bring, or to manage the security, compliance, maintenance, upgrades, and scalability. This leaves using a third-party vendor for storage and management of SPD audio/video data.

The International Association of Chiefs of Police (IACP) has developed specific guidelines that departments should consider when contracting with third-party vendors for cloud-based data storage. Selected key issues include: the vendor's system should be compliant with the FBI's Criminal Justice Information Services Policy (CJIS); the department should retain ownership of the data; the vendor should be prohibited from mining or sharing data without consent from the agency; and the agency should be permitted to conduct audits of the vendor's cloud system.

Conductive Energy Weapons (CEW's)

A conductive energy weapon (CEW) (aka electronic control device (ECD) and electronic incapacitation devices (EID)) represent less than lethal devices that emit an electric charge through barbed prongs in order to subdue an assailant. The assailant's central nervous system is overridden with low voltage, high amperage energy that temporarily incapacitates the body by causing involuntary muscle contractions. The two most common brands for these weapons are Axon (fka Taser) and Phazzer.

The average life expectancy of a CEW is five years. In 2014 the SPD transitioned from a Taser brand CEW to a Phazzer brand CEW. Officers have requested the department transition back to the Taser brand (kna Axon) CEW.

As a returning customer, and in conjunction with the purchase of BWC's, the Evidence.com Data Management System, and the CAD Integration, the sole source agreement with Axon bundles the price of the CEW, reducing the CEW cost by approximately 60%, saving more than \$28,000.

It is important to note that by bundling the Axon CEW with the Axon BWC, any activation of the CEW will automatically activate any Axon Camera within approximately 30-50 feet. No other CEW is able to do this.

Evidence.com Data Management System

Evidence.com is a data management solution provided by AXON (fka Taser) that incorporates "Smart Tracker" technology. This technology allows agencies to pick and choose any object to track in a video, and automatically redact faces and objects. Smart Tracker technology also offers a "review and edit" stage for processed redactions whereby the SPD can also include audio redactions, and change the blur levels to align with our policies.

The Monterey County District Attorney's Office currently uses Evidence.com to store and manage its data evidence, in part due to Evidence.com's ability to maintain the original piece of video evidence during the workflow that includes a well-documented audit trail of the steps taken during the redaction process to preserve the chain of custody. The City of Seaside utilizes the Monterey County Emergency 9-1-1 Regional Communications Center (Center) for all emergency and non-emergency calls for service. Center uses Computer Aided Dispatch (CAD) technology for its call taking and incident data management platform.

Evidence.com is able to integrate information from Center's CAD, and the SPD's Records

Management System (RMS) and tie it to videos stored on Evidence.com. No CAD or RMS vendor involvement is necessary. Instead, Axon engineers will work with Seaside and Monterey County IT staff to integrate CAD and RMS systems with Evidence.com. Once completed, the integration requires minimal maintenance.

A CAD and RMS that is integrated with our audio/video data management system is invaluable. Video evidence must be logged to be found. This means busy officers must manually tag videos with metadata so that the video can be located. Manually tagging a video takes up to 3 minutes of an officer's time. If an officer records 5 videos per shift and works 16 shifts per month, that means each officer spends approximately 4 hours per month entering metadata. Inevitably videos will be tagged with incorrect information, or possibly not even tagged at all. CAD/RMS integration automates the process, taking human error out of the equation, and helps put officers back out on the streets.

Axon will provide unlimited Axon/Evidence Mobile video storage at Evidence.com for free, and will provide 40GB per camera of non-Axon digital evidence storage for free

Analysis

The Seaside Police Department (SPD) seeks to continually find new technologies that improve police services and strengthen its policing legitimacy in the eyes of our community. Balancing the benefits and drawbacks of BWC's is not an easy task or decision, and the decision to equip the SPD with cameras should not be made lightly. Once deployed, it is almost impossible to scale back, divert funding, or have second thoughts.

The SPD has been considering and researching the feasibility of BWC's for patrol officers since 2013, and determined that there are a number of manufacturers and variations of BWC's available that provide reliable hardware, including hardware that can be clipped onto the officers uniform, worn as an earpiece, worn on a headband or harness, a device that is attached to glasses.

There are even fewer vendors that provide a data storage and management platform, in addition to the preferred hardware, warranties and pricing modules. There is only one vendor that provides the goods and services with a scalable, secure, and reliable solution that optimizes the ingestion of enormous data, management, retrieval and sharing processes, that meet CJIS requirements, that integrates with CAD/RMS, and that integrates with Evidence.com. That vendor is Axon.

Sole Source Procurement

Sole source procurement is a legal and accepted procurement practice for the City of Seaside when certain conditions are met, especially for procuring highly sophisticated technology.

Axon meets the City of Seaside conditions as a sole source provider as Axon is the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is

not a separate corporate entity.

AXON provides a full-featured body camera platform that includes digital evidence management. The SPD has not been able to find another vendor to reliably deliver a combination of: point-of-view recording, a minimum 12-hour battery, automatic triggers, a dock and walk workflow, a full-featured SaaS ecosystem featuring a prosecutor platform, forensic auditing, automated redaction, public disclosure tools, an API toolkit, and unlimited storage...bundled with a CEW replacement package as part of their offering, CAD/RMS integration, and a recommendation from the Monterey County District Attorney's Office to utilize Evidence.com for the SPD's evidentiary data storage and management.

Policies

The SPD currently contracts with Lexipol for its law enforcement policies. Lexipol is America's leading provider of policy management resources for law enforcement organizations as it provides comprehensive, defensible policies, based on federal and state statutes, case law and law enforcement best practices, written by legal and public safety professionals. Lexipol also provides the SPD with policy management services that includes constant monitoring and reviewing of government legislation and case decision, and then providing timely notification and updates of those changes.

Attached are the SPD's Lexipol created policies and best practices pertaining to Mobile Audio/Video and BWC recordings which the SPD's labor association's had the opportunity to review.

Legal Review

The City Attorney will provide his recommendation and comments at the meeting.

FISCAL IMPACT

The five-year purchase price for 40 BWC's, 40 CEW's, various aftermarket items and training is approximately \$308,000. Axon has agreed to amortize the costs over five years, interest free, as follows:

- FY 17/18: \$88,798 (includes tax and shipping), plus \$10,000 for 3 additional training days, and miscellaneous costs.
- FY 18/19: \$54,720
- FY 19/20: \$54,720 – Free camera upgrade at 30 months
- FY 20/21: \$54,720
- FY 21/22: \$54,720 – Free camera upgrade at 60 months

The total five-year cost for the hardware, software, training and miscellaneous items is

approximately \$318,000. If approved, each year's cost will be incorporated into the corresponding SPD's Fiscal Year General Fund Budget.

If approved, there will be (1) full-time, non-sworn person to manage the programs and public record requests. On April 6, 2017, the City council approved a cost neutral Police Department reorganization which included an additional Police Services Assistant to manage this program. These costs are included in the Proposed 2017/2018 Budget and going forward the costs will also be incorporated into the corresponding SPD's Fiscal Year General Fund Budget.

The following chart projects each Fiscal Year's approximate total cost, including estimated personnel costs;

YEAR	AXON COSTS	AXON EVIDENCE MOBILE STORAGE	MISC COSTS	PERSONNEL COSTS	ESTIMATED TOTAL
FY 17/18	\$63,500	-0-	\$10,000	\$90,000	\$163,500
FY 18/19	\$54,720	-0-	-0-	\$95,000	\$150,000
FY 19/20	\$54,720	-0-	-0-	\$100,000	\$155,000
FY 20/21	\$54,720	-0-	-0-	\$105,000	\$160,000
FY 21/22	\$54,720	-0-	-0-	\$110,000	\$165,000

\$90,000 costs for fiscal year 2017/2018 are included in the Proposed Budget for 2017/2018.

ATTACHMENTS

1. Draft BWC Policy
2. Contract Attachement A
3. Contract Attachement B
4. Contract Attachement C
5. Contract Attachement D
6. Contract Attachement E
7. Contract Attachement F
8. Contract Attachement G
9. Contract Attachement H
10. Contract Attachement I

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

450.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines for the use of portable (Body Worn Cameras - BWC) and Mobile Audio Video (MAV) recording devices by members of this department while in the performance of their duties.

BWC/MAV recordings are intended to assist and compliment officers in the performance of their duties. When these systems are used to record enforcement activities, they can provide a valuable visual and audio record of the incident. It is anticipated this evidence will:

- Provide a transparent record of encounters with law enforcement;
- Assist members in report writing;
- Provide evidence in criminal investigations; and,
- Protect officers from unfounded allegations of misconduct.

This policy does not apply to interviews or interrogations conducted at any Seaside Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

450.1.1 DEFINITIONS

Agency Content

Definitions related to this policy include:

- (a) "Activate" - Any process that causes the BWC or MAV system to transmit or store video or audio data in an active mode.
- (b) "Body Worn Camera (BWC) and Portable Audio Video Recorder System" - Synonymous terms which refer to any system that captures audio and video signals, that is mounted on an officer's person that captures audio and video signals.
- (c) "In-car camera system and Mobile Audio Video (MAV) System" - Synonymous terms which refer to any system that captures audio and video signals that is capable of installation in a vehicle.
- (d) "Recorded Media" - Audio-video signals recorded or digitally stored on a storage device or portable media.
- (e) "Officer - Involved Critical Incident" - is any incident in which a Peace Officer (Officer), acting under color of authority, is directly involved in the following:
 - 1. Any discharge of a firearm by an Officer which proximately causes the death of, or injury to another.
 - 2. An intentional use of any other deadly or dangerous weapon by an Officer which proximately causes the death of, or injury likely to produce death to another.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

3. An intentional act on the part of the Officer which proximately causes the death of, or injury likely to produce death to another.
4. Any death of a person while in custody, or under Officer control.

450.2 POLICY

Best Practice

The Seaside Police Department will provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

450.3 BWC/MAV SYSTEMS COORDINATOR

State

The SPD may utilize a server which is managed, owned and housed by City of Seaside Information Technology professionals. The SPD may also utilize a secure cloud-based solution which is managed by an experienced and reputable third-party vendor.

The Chief of Police or the authorized designee shall appoint a member of the Department to coordinate the use and maintenance of portable body worn cameras and audio/video recording devices and the storage of recordings, including (Penal Code § 832.18):

- (a) Establishing a system for downloading, storing and security of recordings.
- (b) Designating persons responsible for downloading recorded data.
- (c) Establishing a system for tagging and categorizing data according to the type of incident captured.
- (d) Establishing a system to prevent tampering, deleting and copying recordings and ensure chain of custody integrity.
- (e) Working with legal counsel to ensure an appropriate retention schedule is being applied to recordings and associated documentation.
- (f) Maintaining logs of access and deletions of recordings.
- (g) Establishing a maintenance system to ensure availability of operable BWC/MAV audio/video recording devices.
- (h) Training

At reasonable intervals, the BWC/MAV System Coordinator (or their designee) should validate that logs reflect the proper chain of custody, including:

- (a) The tracking number of the BWC/MAV system media.
- (b) The date it was issued.
- (c) The law enforcement operator or the vehicle to which the BWC/MAV was issued.
- (d) The date it was submitted.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- (e) Law enforcement operators submitting the media.
- (f) Holds for evidence indication and tagging as required.
- (g) Ensure that the date and time being recorded accurately reflects the actual date and time.

450.3.1 SYSTEM OPERATIONAL STANDARDS

Agency Content

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The BWC/MAV system should be configured to minimally record for 30 seconds prior to an event.
- (c) The BWC/MAV system may not be configured to record audio data occurring prior to activation.
- (d) Officers shall not erase, alter, reuse, modify or tamper with BWC/MAV recordings. Only the BWC/MAV System Coordinator or their designee may erase and reissue previous recordings and may only do so pursuant to the provisions of this policy.
- (e) To prevent damage, original recordings shall not be viewed on any equipment other than the equipment issued or authorized by the BWC/MAV Coordinator or their designee.

450.3.2 DELETION OF ACCIDENTAL RECORDING

Agency Content

In the event of an activation of a BWC/MAV where the resulting recording contains personal and/or private conversations of an officer unrelated to any ongoing criminal or internal affairs investigation, or otherwise has no valid official purpose, and which has no apparent evidentiary or investigatory value, an officer may request for the deletion of the accidentally recorded BWC/MAV file by submitting a written request to the BWC/MAV Coordinator.

In the event of an activation of a BWC/MAV where the Chief of Police or their designee, determines that a BWC/MAV recording contains personal and/or private conversations or images of any individual unrelated to an ongoing criminal or internal affairs investigation, or otherwise has no valid official purpose, and which has no apparent evidentiary or investigatory value, it may be deleted after sixty days.

450.4 MEMBER PRIVACY EXPECTATION

Best Practice

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity for this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

Members are prohibited from using personally owned recording devices while on-duty.

450.4.1 BODY WORN CAMERA (BWC) PORTABLE RECORDER

Agency Content

Prior to going into service, each sworn member working in a uniformed capacity will be responsible for making sure that he/she is equipped with a BWC portable recorder issued by the Department, and that the recorder is in good working order at the beginning of their shift. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable. The recorder will be positioned in a location that will facilitate an optimum recording field of view. This location may vary from officer to officer based upon his/her specific uniform and body composition.

Note: This section is inclusive of all uniform types (i.e. bicycle patrol, CLO, SRO, Special Events, etc.), but is not meant to include members working as detectives unless otherwise engaged in a preplanned operation. This will also not include uniformed officers who primarily work in an office setting.

Any member assigned as a detective may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

450.4.2 MOBILE AUDIO/VIDEO (MAV) IN-CAR RECORDER

Agency Content

At the start of each shift, members utilizing vehicles equipped with a MAV should test the MAV system's operation in accordance with manufacturer specifications and department operating procedures and training. If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

The SSPDs BWC/MAV system is configured to automatically capture the user's unique identification when the officer logs into the system and the date and time of each recording. Each member is responsible for ensuring that their assigned BWC is uploaded during their shift as needed or at the completion of their shift, or at any time the device's memory is deemed to be full. The MAV system automatically downloads recordings to the network server via a secure access point anytime officers arrive at the SPD. (§832.18 (b)(1) & (2) PC)

450.4.3 SUPERVISOR RESPONSIBILITIES

State

Supervisors will ensure that officers utilize the BWC/MAV according to these policy guidelines.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, this will be documented in the Daily Shift Report (DSR).

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, Officer-Involved Critical Incidents, department-involved collisions), a supervisor shall respond to the scene and ensure that the appropriate supervisor, or BWC/MAV Coordinator (or their designee) properly retrieves the recorded media (Penal Code § 832.18). The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

At reasonable intervals, supervisors should validate that beginning and end-of-shift recording procedures are followed.

450.4.4 DOCUMENTING BWC/MAV USE

Agency Content

Members should not use the fact that a recording was made as a reason to write a less detailed report. BWC/MAV video cannot substitute for the collection of physical evidence such as fingerprints, documents, photographs or other important evidentiary items that are considered part of the criminal investigation. These items must be properly collected and booked into evidence.

Members should document the existence of a recording in any report or other official record of the contact, when the incident requires a reporting record per policy. If no police report is filed for the recorded encounter, then the reason(s) should be recorded on the citation, CAD event or Field Interview documentation process. Members shall ensure recorded incidents are properly tagged in the recording system.

Anytime the recording is terminated prior to the end of the encounter, the reason(s) should be documented both on the BWC/MAV recording before deactivation and in the subsequent police report. If no police report is filed for the recorded encounter, then the reason(s) for the early termination should be recorded on the citation, CAD event or Field Interview documentation process.

Members will document anytime they become aware that the recording malfunctioned, in the same manner. Personnel involved in Officer-Involved Critical Incidents shall notify the responding supervisor of any recordings of the critical incident. The supervisor shall download the recording as soon as practical and assign the recording to the Officer-Involved Critical Incident category.

450.6 ACTIVATION OF THE PORTABLE RECORDER

Best Practice

This policy is not intended to describe every possible situation in which the portable BWC or MAV recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder shall be activated in any of the following situations:

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- (a) All field contacts involving actual or potential criminal conduct including:
 - Investigative and Enforcement contacts,
 - Stops/Detentions,
 - Field Interview (FI) situations/ Citations,
 - Arrests (this includes taking or attempting to take persons into custody, i.e., an arrest, foot pursuit, protective custody of mentally disturbed person, etc.)
 - Verbal or Physical confrontations,
 - Use of force,
 - Suspicious vehicles,
 - Searches (persons, vehicles, homes, probation, PRCS, consent, etc.),
 - Service of search or arrest warrants
 - Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording,
 - Preplanned Operations (regardless of assignment)
- (b) Traffic stops including, but not limited to;
 - Traffic violations,
 - Stranded motorist assistance,
 - DUI Investigations including field sobriety tests,
 - All crime interdiction stops
- (c) Prior to a call for service that would require activation.
- (d) Emergency Vehicle Responses (Code 3 driving)
- (e) Pursuits (vehicle, bike, foot, etc.)
- (f) Statements
 - Suspect statements

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- Witness Victim statements (refer to Victim and Witness Statement section of this policy)

Officers shall activate BWC/MAV recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate Law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording. Officers shall not be required to activate or deactivate their BWC/MAV based solely on the requests or demands of a citizen, but rather rely on their training and this policy to direct their use of the BWC/MAV systems.

At no time is a member expected to jeopardize his/her safety in order to activate a BWC/MAV recorder. However, the recorder shall be activated in situations described above as soon as reasonably practicable. Additionally, the Department recognizes human performance limitations during particularly stressful, critical situations. As such, officers shall activate their BWC/MAV prior to a call for service that requires activation. This will ensure the entire event is captured on the BWC/MAV.

The BWC/MAV system is integrated and designed to start recording on both devices whenever; the patrol unit's emergency lights are activated, the speed of the patrol vehicle exceeds 75 mph, the gun release is activated, or there is a collision. The system remains on until it is turned off manually. The BWC/MAV system can also be activated manually and should be activated manually by the officer whenever appropriate.

450.6.1 WHEN NOT TO ACTIVATE THE BWC OR MAV RECORDER

Agency Content

Personnel are not required to activate the camera system during routine, incidental contact with a citizen, (i.e. giving directions or lunch breaks).

Members will not knowingly activate the body-worn camera in the following circumstances:

- (a) A potential witness who requests to speak to an officer confidentially or desires anonymity (refer to Victim and Witness Statement section of this policy).
- (b) A victim or witness who requests that he or she not be recorded and the situation is not confrontational (refer to Victim and Witness Statement section of this policy)
- (c) A victim who requests that he or she not be recorded as a condition of cooperation and the interests of justice require such cooperation (refer to Victim and Witness Statement section of this policy).
- (d) During tactical briefings, or the discussion of safety and security procedures that occur away from the scene of an investigation or enforcement encounter (i.e. a nearby staging location or Command Post).
- (e) Strip Searches.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- (f) Public or private locker rooms, changing rooms, restrooms, unless taking the police action as outlined in the "activation" section of this policy.
- (g) Doctor's or lawyer's offices, unless taking the police actions as outlined in the "activation" section of this policy.
- (h) Medical or hospital facilities, unless taking the police actions as outlined in the "activation" section of this policy.
- (i) Other places where individuals unrelated to the investigation are present and would have a reasonable expectation of privacy, unless taking the police actions as outlined in the "activation" section of this policy.
- (j) To surreptitiously record any department member without their consent, a court order, or unless lawfully authorized by the Chief of Police or designee for the purposes of a criminal investigation.
- (k) The monitoring of persons based solely upon the person's political or religious beliefs or upon the exercise of the person's constitutional rights to freedom of speech and religious expression, petition and assembly under the United States and California Constitutions, or because of the content or viewpoint of the person's protected speech is prohibited.
- (l) Whenever necessary to ensure conversations are not recorded between a person in custody and the person's attorney, religious advisor or physician, unless there is explicit consent from all parties to the conversation (Penal Code § 636).
- (m) While officers are engaged in conversations with individuals with whom the officer is in a privileged relationship (e.g. spouse, attorney, police peer counselor, labor representative, minister, etc.).

450.6.2 VICTIM AND WITNESS STATEMENTS

Agency Content

When conducting an investigation, the officer shall attempt to record the crime victim or witness' statement with the BWC/MAV. The recording may be valuable evidence that contributes to or compliments an investigation. While evidence collection is important, the Department also recognizes it is important for officers to maintain credibility with people wanting to share information with law enforcement.

On occasion, an officer may encounter a reluctant crime victim or witness who does not wish to make a statement on camera. In these situations, the officer should continue to develop rapport with the individual while balancing the need for evidence collection with the individual's request for privacy.

Should the officer use discretion and not record the crime victim or witness statement with the BWC/MAV, the officer shall document the reason for not fully recording the statement with the BWC/MAV.

450.6.3 SURREPTITIOUS USE OF THE PORTABLE RECORDER

State

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation (Penal Code § 633).

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

450.6.4 CESSATION OF RECORDING

State

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

Members shall cease audio recording whenever necessary to ensure conversations are not recorded between a person in custody and the person's attorney, religious advisor or physician, unless there is explicit consent from all parties to the conversation (Penal Code § 636).

450.6.5 EXPLOSIVE DEVICE

Best Practice

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

450.7 PROHIBITED USE OF PORTABLE RECORDERS

Best Practice

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Watch Commander. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

All data collected by a recorder is considered to be a law enforcement investigatory record and exempt from disclosure under Government Code § 6254(f).

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

450.8 TAGGING, IDENTIFICATION AND PRESERVATION OF RECORDINGS

Best Practice 

To assist with identifying and preserving data and recordings, members shall tag these in accordance with procedure and document the existence of the recording in any related case report, citation, CAD or Field Interview process.

450.9 REVIEW OF RECORDED MEDIA FILES

Best Practice 

All file viewing is for law enforcement use only and subject to a right to know and need to know basis.

Recordings may be reviewed in any of the following situations:

- (a) When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings.
- (b) Supervisors are authorized to review relevant recordings any time they are;
 - 1. Conducting administrative investigations,
 - 2. Investigating alleged misconduct,
 - 3. Reviewing reports of meritorious conduct,
 - 4. Reviewing a Use of Force-Reviewing a Pursuit
 - 5. To assist in resolving a matter of fact
 - 6. To assess proper training value. (The Chief of Police or her/his designee may authorize the use of recordings for training purposes. If an involved officer objects to showing a recording, his/ her objection will be submitted to the Chief of Police or his/her designee to determine if the training value outweighs the officer's objection. In no event shall any recording be used or shown for ridiculing or embarrassing any employee.)
 - 7. To assess proper functioning of recorder systems
 - 8. To conduct periodic audits of the BWC/MAV activity to verify compliance of this policy.
- (c) Supervisors may view body-worn camera files to evaluate the performance of an officer in the Field Training Program and while on probation.
- (d) By an officer who is captured on or referenced in the recording and is reviewing the data for any purpose relating to her/his employment (ex., to prepare official reports, to prepare for court testimony or other legal processes, to prepare for an administrative interview).
- (e) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (f) To review as part of a criminal case they are assigned to investigate.

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

- (g) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (h) By media personnel with permission of the Chief of Police or the authorized designee.
 - 1. Due to the heightened privacy concerns associated with a recording, any recording disclosed to the media may be edited to preserve the privacy of individuals unrelated to the case who were captured by the recording when they had a reasonable expectation of privacy.
 - 2. When appropriate, court orders preventing or limiting the dissemination of the recording shall be secured prior to distribution.
 - 3. The Seaside Police Department shall notify involved Departmental personnel in the event the SPD releases any recording(s) to the media.
- (i) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.
- (j) At the discretion of the Chief of Police or his/her designee.

Supervisors who inadvertently discover policy violations will continue to have discretion to resolve the violation with training or informal counseling. Should the policy violation rise to the level of more formal discipline, the supervisor will adhere to policies set forth in the policy manual. Supervisors may not randomly access the BWC system for arbitrary or capricious purposes.

Access to the body-worn camera system is logged automatically with the date, time and name of person viewing the files.

450.10 RETENTION OF RECORDINGS

Best Practice

Recordings of the following "Evidentiary Data" should be retained for a minimum of two years (Penal Code § 832.18):

- (a) Incident involving use of force by an officer
- (b) Officer-involved shootings
- (c) Incidents that lead to the detention or arrest of an individual
- (d) Recordings relevant to a formal or informal complaint against an officer or the Seaside Police Department
- (e) Crime (investigating any type of crime)
- (f) Citation
- (g) Confrontational encounter

Recordings containing evidence that may be relevant to a criminal prosecution should be retained for any additional period required by law for other evidence relevant to a criminal prosecution (Penal Code § 832.18).

Seaside Police Department

Seaside PD Policy Manual

Portable Body Worn Cameras (BWC) and Mobile Audio/Video (MAV) Recorders

Recordings relating to Internal Affairs Complaints (externally or internally generated) shall be retained in accordance with Penal Code§ 832.5, or until the matter has been resolved, whichever is later.

Officer-Involved Critical Incident Data: All data concerning a critical incident shall be retained permanently.

All other recordings "Non-Evidentiary Data" should be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 365 days after which time it will be erased, destroyed or recycled in accordance with the established records retention schedule. (Evidence Code§ 34090.6 / Penal Code§ 832.18).

Records or logs of access and deletion of recordings should be retained permanently (Penal Code § 832.18).

450.10.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Best Practice

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

450.11 TRAINING

Agency Content

All members who are authorized to use the BWC/MAV system shall successfully complete an approved course of instruction prior to its use.

ATTACHMENT A

Axon Enterprise, Inc.

Protect Life.

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

Nick Borges
8317600963
(831) 899-6297
nborges@ci.seaside.ca.us



Quotation

Quote: Q-112052-1

Date: 4/21/2017 1:19 PM

Quote Expiration: 6/30/2017

Contract Start Date*: 7/1/2017

Contract Term: 5 years

AX Account Number:

107738

Bill To:
Seaside Police Dept. - CA
440 Harcourt Avenue
Seaside, CA 93955
US

Ship To:
Nick Borges
Seaside Police Dept. - CA
440 Harcourt Avenue
Seaside, CA 93955
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tanner McCormick	480-905-2000	tmccormick@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	11528	FLEX 2 CAMERA, (ONLINE)	USD 449.00	USD 17,960.00	USD 0.00	USD 17,960.00
40	11532	FLEX 2 CONTROLLER	USD 150.00	USD 6,000.00	USD 0.00	USD 6,000.00
40	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00	USD 0.00	USD 245.00
7	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN SIX BAY + HUB DOCK 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00	USD 28,512.00	USD 19,008.00
40	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
40	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Total Before Discounts:						USD 91,890.00
Year 1 Discount:						USD 28,512.00
Year 1 Net Amount Due:						USD 63,378.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
40	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Total Before Discounts:						USD 54,720.00
Year 2 Net Amount Due:						USD 54,720.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
40	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Total Before Discounts:						USD 54,720.00
Year 3 Net Amount Due:						USD 54,720.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
40	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Total Before Discounts:						USD 54,720.00
Year 4 Net Amount Due:						USD 54,720.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
40	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Total Before Discounts:						USD 54,720.00
Year 5 Net Amount Due:						USD 54,720.00

Group6

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	11532	FLEX 2 CONTROLLER	USD 150.00	USD 300.00	USD 0.00	USD 300.00
2	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Group6 Total Before Discounts:						USD 300.00
Group6 Net Amount Due:						USD 300.00

Subtotal	USD 282,558.00
Estimated Shipping & Handling Cost	USD 419.64
Estimated Tax	USD 24,505.08
Grand Total	USD 307,482.72

Flex 2 Pre-Orders

- Flex 2 deliveries are estimated to begin December 2016. Your Axon representative will contact you to provide a delivery window early December 2016.
- Flex 2 is subject to FCC rules and will comply with the appropriate rules before delivery.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-112052-1

Please sign and email to Tanner McCormick at tmccormick@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.

Axon Enterprise, Inc.*Protect Life.*

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

Nick Borges
8317600963
(831) 899-6297
nborges@ci.seaside.ca.us

**Quotation****Quote:** Q-112046-1**Date:** 4/21/2017 1:13 PM**Quote Expiration:** 6/30/2017**Contract Start Date*:** 7/1/2017**Contract Term:** 5 years**AX Account Number:**

107738

Bill To:
Seaside Police Dept. - CA
440 Harcourt Avenue
Seaside, CA 93955
US

Ship To:
Nick Borges
Seaside Police Dept. - CA
440 Harcourt Avenue
Seaside, CA 93955
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tanner McCormick	480-905-2000	tmccormick@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	11528	FLEX 2 CAMERA, (ONLINE)	USD 449.00	USD 17,960.00	USD 0.00	USD 17,960.00
40	11532	FLEX 2 CONTROLLER	USD 150.00	USD 6,000.00	USD 0.00	USD 6,000.00
40	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00	USD 0.00	USD 245.00
7	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN SIX BAY + HUB DOCK 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00	USD 28,512.00	USD 19,008.00
40	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Total Before Discounts:						USD 84,690.00
Year 1 Discount:						USD 28,512.00
Year 1 Net Amount Due:						USD 56,178.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Total Before Discounts:						USD 47,520.00
Year 2 Net Amount Due:						USD 47,520.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Total Before Discounts:						USD 47,520.00
Year 3 Net Amount Due:						USD 47,520.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Total Before Discounts:						USD 47,520.00
Year 4 Net Amount Due:						USD 47,520.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Total Before Discounts:						USD 47,520.00
Year 5 Net Amount Due:						USD 47,520.00

Group6

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	11532	FLEX 2 CONTROLLER	USD 150.00	USD 300.00	USD 0.00	USD 300.00
2	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Group6 Total Before Discounts:						USD 300.00
Group6 Net Amount Due:						USD 300.00

Subtotal	USD 246,558.00
Estimated Shipping & Handling Cost	USD 419.64
Estimated Tax	USD 21,355.08
Grand Total	USD 268,332.72

Flex 2 Pre-Orders

- Flex 2 deliveries are estimated to begin December 2016. Your Axon representative will contact you to provide a delivery window early December 2016.
- Flex 2 is subject to FCC rules and will comply with the appropriate rules before delivery.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-112046-1

Please sign and email to Tanner McCormick at tmccormick@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.

ATTACHMENT B



MASTER SERVICES AND PURCHASING AGREEMENT

between

AXON ENTERPRISE, INC.

and

Seaside Police Dept. - CA

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Seaside Police Dept. - CA, (**Agency, Party** or collectively **Parties**) having its principal place of business at 440 Harcourt Avenue Seaside, CA 93955, is entered into as of September 29, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote #Q-112052 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

- 1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

- 1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives Axon written notice of termination within sixty (60) days prior to the end of a one (1) year period.

- 1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

- 2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.



"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between Axon's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of Axon's reasonable control.

"Services" means all services provided by Axon pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing Axon written notice of rejection within 10 days of shipment. Failure to notify Axon within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.



For Axon Interview Room purchases only: For Axon Interview Room Products, the following warranties apply:

Hardware	Warranty Period
Axis Products	3 years
POS-X Touch Panel	3 years
Industrial Computer Servers	2 years
Louroe Products	1 year
Cisco Switch	1 year
HP Switch	1 year
Broadberry	3 years

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the Evidence.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period



of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

- 8 **Product Warnings.** See our website at www.axon.com for the most current product warnings.
- 9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.
- 13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.
- Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.
- 14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

For Cradlepoint purchases only: The Agency is responsible for complying with the Cradlepoint end

user license agreement. The Agency acknowledges that the term of the Cradlepoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that Cradlepoint installation services are not within the scope of this Agreement.

15 **Termination.**

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **General.**

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All Axon Pricing is considered confidential and competition sensitive.

- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as



part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

16.11 No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY:

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Seaside Police Dept. - CA

Signature: _____

Name: _____

Title: _____

Date: _____

Address: 440 Harcourt Avenue Seaside, CA 93955

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device. For use of Totally Unlimited Evidence.com Licenses Axon reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of



the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration Setup Axon View on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access. Work with IT to install Evidence Sync software on locked-down computers (if applicable). For the Full Service Package: One on-site session Included For the Starter Package: Virtual Assistance Included
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. For Full Service: On site Assistance Included For the Starter Package: Virtual Assistance Included
Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.
Best practice implementation planning session—1 on-site session to: (only included in Full Service Package) Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions (only included in Full Service Package) 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, Axon's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
2. **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
3. **Delivery of Services.**
- 3.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
5. **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
6. **Acceptance Checklist.** Axon will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Checklist for approval and signature. If Axon does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at Axon's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to Axon or Axon will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

5.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5.1.2. If the Agency purchased Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

5.2. TAP Dock Upgrade Models. Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 6** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

6.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

6.2. Axon will not and has no obligation to provide the free Upgrade Models.

6.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

6.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

- 6.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

Axon Integration Services Appendix

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the [Evidence.com](https://evidence.com) services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the [Evidence.com](https://evidence.com) services based on data already maintained in the Agency's RMS. Axon is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.
4. **Delivery of Integration Services.**
 - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of

remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the [Evidence.com](#) services at no additional charge as long as the Agency maintains [Evidence.com](#) subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.

4.2 Changes to Services. Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3 Warranty. Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 Acceptance. Axon will present Agency with a completed Checklist (**Checklist**) certifying Axon's completion of the Integration Services. If Agency reasonably believes that Axon did not complete the Integration Services in substantial conformance with this SOW, Agency must notify Axon in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the Agency. Axon will address the Agency's issues and will re-present the Checklist for the Agency's review. If Axon does not receive a written notification of the reasons for rejection of the Checklist, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

6 Agency's Responsibilities. Axon's successful performance of the Integration Services depends upon the Agency's:

- 6.1** Making available its relevant systems, including its current RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
- 6.2** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
- 6.3** Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 6.4** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
- 6.5** Promptly installing and implementing any and all software updates provided by Axon;
- 6.6** Ensuring that all appropriate data backups are performed;
- 6.7** Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 6.8** Providing Axon with remote access to the Agency's [Evidence.com](#) account when required for Axon to perform the Integration Services;
- 6.9** Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 6.10** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

- 7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 8 **Definitions.**
"Integration Services" means the professional services provided by us pursuant to this SOW.

ATTACHMENT C



OFFICER SAFETY PLAN

The Officer Safety Plan helps agencies give their officers maximum protection by bundling two powerful technologies: TASER Smart Weapons and Axon body-worn cameras.



The Officer Safety Plan has a 5-year term, and includes TASER Smart Weapon, two Axon camera upgrades, full warranty, repair and replacement coverage, and unlimited Evidence.com storage for \$99 per month per officer.*

SUBSTANTIAL DISCOUNT

By bundling technologies, you will receive an effective 25% discount on your Smart Weapon program. And with Axon Standard Issue Grants, you will be subsidized an additional \$350 per officer when committing to an Officer Safety Plan.

ONE PREDICTABLE BUDGET LINE ITEM

With unlimited digital* storage, full hardware warranty, and repair and replacement coverage, the Officer Safety Plan removes risk and makes for entirely predictable costs. Your TASER Smart Weapon, body-worn camera, and digital evidence management budgets become one unchanging line item.

UP-TO-DATE TECHNOLOGY

The Officer Safety Plan guarantees that your agency will be future-proofed. You will receive TASER Smart Weapon, two Axon camera upgrades, and the latest version of Evidence.com services throughout the 5-year term.

TWO PROGRAMS, ONE RELATIONSHIP

TASER Smart Weapons and body-worn cameras save lives, careers, and budgets. With the Officer Safety Plan, you can benefit from both programs while reducing risk and management burden by working through only one trusted partner.

AXON.COM

*Unlimited digital storage is available for purchase. See Evidence.com for details. © 2018 Axon. All rights reserved. AXON, the Axon logo, and Evidence.com are trademarks of Axon. TASER and TASER Smart Weapon are trademarks of Axon. All other trademarks are the property of their respective owners.

THE BOTTOM LINE:

AGENCY SIZE	5-YEAR OFFICER SAFETY PLAN SAVINGS†
100 officers	\$60,000
250 officers	\$150,000
500 officers	\$300,000
1000 officers	\$600,000



"The Officer Safety Plan allows us to minimize the total cost of outfitting our officers with cameras and Smart Weapons and the cost of storing and managing the data from these devices."

-MAJOR CITY POLICE CHIEF JERRY DYER

† These figures include the Standard Issue Grants, which are effective for full-deployment purchases by 7/1/2018.

AXON, Axon, Axon Body 2, Evident.com, X2, TASER, and  are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

HEC0024 REV 1.0

ATTACHMENT D

AXON FLEX 2 FEATURES AND BENEFITS

BEST-IN-CLASS IMAGE QUALITY: The leading point-of-view camera now records in HD.

DUAL-CHANNEL AUDIO: Reduce ambient noise for improved sound quality.

WIDER FIELD OF VIEW: Capture more at the scene with a 120-degree field of view.

FULL-SHIFT BATTERY: Lasts for 12 hours of battery.

PRE-EVENT BUFFER: Capture up to 2 minutes before an event.

ENHANCED MOUNTS: Designed for versatility and optimum comfort.

UNMATCHED DURABILITY: Built to endure extreme field and weather conditions.

WIRELESS ACTIVATION: Axon Signal Technology can sense certain events to activate your camera.

MOBILE COMPATIBILITY: Stream, tag, and replay footage right on your phone with the Axon View app.

EVIDENCE.COM INTEGRATION: Easily manage, retrieve, and share videos online.



APP AVAILABLE FOR
APPLE AND ANDROID

AXON FLEX 2 SPECIFICATIONS

WEATHER RESISTANCE IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)

HOUSING High-impact polymer

FIELD OF VIEW 120 degrees

OPERATING TEMPERATURE -4 °F TO 122 °F [-20 °C TO 50 °C]

DROP TEST 6 feet

VIDEO MPEG-4 (MP4); H.264

HUMIDITY 95% non-condensing

WARRANTY 1 year from date of receipt

RECORD TIME Up to 70 hours depending on resolution

ENCRYPTION 256-bit AES

Apple and  are trademarks of Apple Inc. and  and Android are trademarks of Google Inc.

 AXON, Axon, Axon Flex 2, Axon Signal, Axon View, Evidence.com, TASER, and  are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit www.taserusa.com. All rights reserved. © 2015 TASER International, Inc.



MP00250 REV A

ATTACHMENT E



AUTOMATING MANUAL TAGGING

CAD/RMS INTEGRATION CASE STUDY



OVERVIEW

Before deploying CAD/RMS Integration, officers in Peoria, Arizona were spending significant time manually tagging videos, a process that often resulted in incorrect or missing information. On average, agencies find that the error rate for manual tagging is 33%, making it difficult for supervisors to find videos when they're needed later. Axon's CAD/RMS Integration automatically tags Axon videos with the correct information found in CAD calls and RMS cases such as Call Disposition, Incident ID and Location. Not including back-end administrative time savings, Peoria is saving \$2,500 per officer per year in freed time.

THE INTEGRATION PROCESS

No CAD or RMS vendor involvement is necessary. Instead, TASER sales engineers work with agency IT staff to integrate CAD and RMS systems with Evidence.com. Once completed, the integration requires minimal maintenance.

STATS

- **54** RMS Integration Licenses
- **\$135,000** Total Annual Savings
- **1390%** ROI
- **99.94%** Tagging Accuracy

ABOUT PEORIA PD, ARIZONA

- Sworn: **193**
- Axon Cameras Deployed: **54**
- Civilian Population: **164,825**

"TASER was exceptional in partnering with our agency as they created a solution that allows our officers to utilize the body-worn camera and not have to manage numerous hours of administrative tasks on the back end. This data integration will save us thousands of dollars in data entry hours."

- **City of Peoria Police Chief**
Roy W. Minter, Jr.

axon.io/cad-rms



AUTOMATICALLY TAG VIDEOS WITH THE CORRECT DATA

CAD/RMS Integration takes information from your Computer-Aided Dispatch and Records Management System and ties it to your videos on Evidence.com. Agencies use it to:

IMPROVE ACCURACY

- Adds Incident ID, Category, Location and other tags to videos automatically
- Avoids the misspellings and incomplete information of manual entry
- Makes it easier to search and retrieve Axon videos later

SAVE TIME

- Frees officers from manual video tagging
- Requires minimal involvement from agency IT staff
- No need to involve CAD or RMS providers

REDUCE COST

- Saves up to \$200 per officer per month in productivity costs
- Per-user pricing scales with the number of officers uploading
- Can be added to existing Evidence.com contracts anytime

800-978-2737 AXON.IO/CAD-RMS

FAQs ABOUT CAD/RMS INTEGRATION

Q: WHAT IS EVIDENCE.COM CAD/RMS INTEGRATION?

A: We take information exported from the agency's Computer Aided Dispatch and/or Records Management System and correlate it with videos on Evidence.com, allowing us to automatically tag Axon videos with the correct Incident ID, Category, Location and other information.

Q: WHY IS CAD/RMS INTEGRATION VALUABLE?

A: Video evidence can be invaluable—as long as it's easily logged and found. We've observed that when busy officers manually tag videos with metadata, many videos are tagged with the incorrect information or aren't even tagged. CAD/RMS Integration automates the process, taking human error out of the equation to ensure that you have complete, correct information.

Q: HOW MUCH TIME DOES IT TAKE TO MANUALLY TAG VIDEOS?

A: Manually tagging a video takes up to 3 minutes of an officer's time. If officers record 5 videos per shift and work 16 shifts per month, that means each officer spends 4 hours per month entering metadata. Some agencies estimate that an automated process could help reduce productivity costs by \$200 each month for every officer. That's on top of the efficiency gains from implementing Axon cameras and Evidence.com in the first place.

Q: HOW DOES IT WORK?

A: We can integrate with any CAD or RMS system, without involving your system's vendor in the process.

For your agency there are only 2 steps:

1. Generate a regularly scheduled export (CSV file) of your CAD or RMS database with the relevant information.
2. Install a secure application behind your firewall to encrypt the exported file and send it to Evidence.com, where customized software automatically ties the correct metadata to the appropriate videos.

When officers next log in, their videos will all be automatically tagged with the correct data. When supervisors search for videos, they can be confident that their results are comprehensive. Generally a CAD/RMS Integration takes only 4–8 weeks to implement, although this depends on coordination with the agency's IT department.

Q: HOW MUCH DOES IT COST?

A: CAD/RMS Integration uses a license model, which includes a per-user monthly fee. The total cost for an agency will vary based on the number of users uploading Axon videos. Your TASER Sales Representative can provide you with an accurate quote and notify you of any current promotions. You can add CAD/RMS Integration to your current Evidence.com contract at any time.

Q: HOW DO I GET STARTED OR LEARN MORE?

A: If you are interested in an Evidence.com CAD/RMS Integration for your agency, or just want to learn more, please contact your TASER Sales Representative or visit axon.io/cad-rms.



X26P FEATURES AND BENEFITS

COMPACT SIZE: Comparable in size and weight to the original X26E device.

CAMERA ADD-ON: Accommodates TASER CAM HD attachment to provide a record of deployments.

CHARGE METERING: Designed to optimize the amount of current output.

PERFORMANCE POWER MAGAZINE: Offers 300 more discharges than the original X26E DPM.

APPM: Provides an audible alert and shuts off the discharge cycle automatically after 5 seconds.

WEATHER RESISTANCE: Holds up better to rain, humidity and other elements.

SELF-DIAGNOSTICS: Complex analysis of the weapon's internal systems.

INTERNET UPDATES: Firmware updates over the internet (no need for complex manufacturer support).

EVIDENCE.COM INTEGRATION: Manage weapon data for free with Evidence Lite.

WORKS WITH SIGNAL PPM: Reports armed status to nearby Axon cameras so they can begin recording.

X26P SPECIFICATIONS

WEATHER RESISTANCE IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)

HOUSING High-impact polymer

POWER ACTIVATION Ambidextrous safety switch

OPERATING TEMPERATURE -4 °F to 122 °F [-20 °C to 50 °C]

STORAGE TEMPERATURE -4 °F to 122 °F [-20 °C to 50 °C]

DROP TEST 4 feet

HUMIDITY 80% non-condensing

WARRANTY 1 year from date of receipt

TASER devices are part of the Axon network.

▲ ▲ AXON, Axon, Evidence.com, Evidence Lite, Evidence.com Lite, X26P, TASER and © are trademarks of Axon Enterprise, Inc. some of which are registered in the US and other countries.

For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

MPC0224 REV D



ATTACHMENT F



5 KEY CONSIDERATIONS WHEN DECIDING BETWEEN CLOUD VS ON-PREMISE

PROTECT LIFE.
PROTECT TRUTH.

OVERVIEW

In the wake of the increasingly widespread adoption of body-worn cameras, many major cities are expressing concern over their IT infrastructure, bandwidth capabilities, and other issues.

As a recent MCC/MCSA* survey shows, the dominant theme in conversations surrounding digital evidence has been uncertainty.

Most agencies that are planning to deploy (or have already deployed) a body camera program don't have the pre-existing capabilities to store and manage the flood of digital evidence that body cameras can bring. Because limited resources exist with law enforcement specifically in mind, agencies can find it difficult to make an informed decision when comparing on-premise and cloud solutions.

In this paper, we identify five areas that are critical for any command staff or IT team to explore when deciding whether to store their agency's digital evidence on-premise or in the cloud with a Software-as-a-Service solution.

- 1. SECURITY & COMPLIANCE** _____ PAGE 4
- 2. SCALABILITY** _____ PAGE 6
- 3. TIME TO DEPLOY** _____ PAGE 8
- 4. MAINTENANCE & UPGRADES** _____ PAGE 9
- 5. COSTS - HARD COSTS & SOFT COSTS** _____ PAGE 11

*<http://www.policefoundation.org/2016-body-worn-camera-symposium/>

WHAT IS SOFTWARE-AS-A-SERVICE?

Software-as-a-Service (SaaS) refers to fully managed, instantly-provisioned applications that are hosted in centralized datacenters.

The application is made available through carefully designed interfaces through a highly reliable and secure network connection, usually over the Internet. A SaaS solution wraps together the development, hosting, and operations of the application. These applications are commonly hosted on a hyper-scale cloud infrastructure that has vast amounts of processing and storage resources, leading to greater application availability, scalability, and reliability. For example, a SaaS application for law enforcement could involve a third-party email service, like Microsoft's Office 365, that is operated 24 hours a day and 365 days per year as a full-service solution for the organization's email communication.

SaaS functions as an alternative to locally managed hardware and software, a more traditional approach to systems management where organizations license and operate software application using their own hardware, typically hosted on-site or in a private datacenter. This approach will typically involve an internal IT staff performing all levels of service management. This includes all levels of change management and security operations as well. Solutions of this nature have been the norm for many years and have remained so in large part because of familiarity and preference for data residency control.

This whitepaper aims to demonstrate that, for many agencies, SaaS can be the most sustainable, most secure, and most economical option for managing digital evidence (not to mention the easiest), as well as the option that requires the least upfront guess work about data growth.

But more than that, it hopes to elucidate some of the relevant factors and considerations attendant to choosing a system for data management, **so that agencies can know that they're asking the right questions to make a more informed decision about how best to go about storing and managing tremendous amounts of data.**

1. SECURITY & COMPLIANCE

Security is possibly the most important concern your agency will deal with.

And while some assert that storing data on-premise is always the more secure option, cloud solutions can often provide a more robust approach to security than most local solutions. Indeed, a recent IJIS study found that, “compared to companies using on-premise web security solutions, users of cloud-based web security solutions had 58% fewer malware incidents over the last 12 months, 93% fewer audit deficiencies, 45% less security-related downtime, and 45% fewer incidents of data loss or data exposure.” A similar Microsoft study also affirmed the cloud’s security superiority, finding that more than 90% of those who switched to the cloud gained security benefits, from more up-to-date systems to improved anti-virus management.

The cloud can limit would-be attackers’ access just as well, if not better, than on-premise systems.

Patch management and software upgrades are also particularly important. The ability to upgrade to the latest and most secure software is crucial to running any data storage program successfully. This process can also often be much easier for cloud providers, due to their greater experience and the increased automation within their systems. If your agency has struggled with implementing system-wide updates in the past, it may be putting itself at risk by adopting a system that requires frequent updates just to maintain stability. If your agency is lacking either an efficient and timely change management process or the in-house capabilities to create one, it may be wiser to opt for cloud storage. Evidence.com, for example, pushes software updates every 30 days and security patches quickly after they become available.

OVER 12 MONTHS, USERS OF CLOUD-BASED WEB SECURITY SOLUTIONS HAD:

58% FEWER

MALWARE INCIDENTS

93% FEWER

AUDIT DEFICIENCIES

45% LESS

SECURITY-RELATED DOWNTIME

45% FEWER

INCIDENTS OF DATA-LOSS

AXON'S EVIDENCE.COM APPROACH TO SECURITY & COMPLIANCE

Evidence.com's team of dedicated security professionals monitor its system for security anomalies around the clock and perform system-wide vulnerability-tests on a regular basis. Its system is designed to provide strong access control with customizable role-based permissions (meaning that no one ever has 'full access'—so that disgruntled employees will never have enough access to compromise all the data in the system).

- Data is stored redundantly with frequent backups
 - Complete audit trail
 - Encrypted using SSL (TLS 1.2, RSA 2048-bit key, AES-256) during transfer
 - Stored at rest using 256-bit Advanced Encryption Standard (AES-256)
 - CJIS compliant
 - ISO/IEC 27001:2013 certified
-

This is a level above what most agencies would be able to achieve on their own. This is all made possible because Evidence.com is run by a dedicated team with the sole mission of keeping your data secure.



2. SCALABILITY

Because of the uncertainty that comes with implementing a new body camera program, it's important to ensure that you adopt a system that can scale along with your evolving data storage needs.

Because of the elastic nature of cloud computing resources, SaaS solutions can adapt in real time to your storage and processing needs. In a time of increased demand, SaaS can allot more servers or more processing power to your agency, which it can then allocate elsewhere if your priorities shift.

Looking toward the future, this makes SaaS a more realistic solution for more sophisticated programs that could, for example, use machine learning to improve their utilization of digital evidence.

Setting up local servers requires departments to estimate well in advance how much data their programs will likely produce. As a result, agencies can sometimes find themselves either paying for storage space that goes unused or having an inadequate amount of space. Though it can be necessary for future growth, the former scenario can be costly. The latter can saddle a department with the labor-intensive process of adjusting its storage capacity just in time so that they don't have to fall back on burning CDs and DVDs.

In both cases, you're required to plan for ongoing capital expenditures for equipment that will quickly become obsolete. These capital expenses add up when you factor in redundant copies, back-up plans, and disaster recovery. And even under the best circumstances, running out of storage completely could have catastrophic consequences. You'll most likely experience a hardware failure that results in a system outage when officers would be unable to record further body camera footage. The worst case result is permanent data loss.

Additionally, many agencies must consider which solution will give them the processing power they need to perform necessary analytics, redactions or similar tasks in the most cost-effective manner. When storing data locally, agencies will have to pay for sufficient processing power to perform analytics and redact evidence even while those tasks are not being performed.

2. SCALABILITY (CONTINUED)

Many smaller agencies employing on-site data storage could be hamstrung by the cost of matching the capabilities of larger agencies. Cloud storage effectively eliminates these differences, offering agencies of all sizes capabilities they otherwise couldn't afford, like being able to redact 1,000 files at once.

As a recent DOJ Community Oriented Policing Services report found, redacting video for public records requests is one of the greatest costs associated with body cameras programs. If the cloud can make processes like redaction more efficient, it becomes hard to overstate its value in the long run.

SaaS is built upon scalability and eliminating uncertainty.

Because body-worn cameras are a relatively new technology, most agencies are unable to accurately estimate even their short term data-storage needs. As data storage policies evolve, the cloud service can evolve, too. In a matter of minutes, an agency's storage can be scaled up or down as needed, saving departments from the logistical nightmare brought by needing extra funding and resources for even a small amount of additional storage. In the same vein, a service like Evidence.com's Unlimited Plan or Officer Safety Plan would let an agency use as much storage space as needed for a flat rate, ensuring both absolute scalability and budget certainty.

All of the new efficiencies that can be gained through SaaS, however, would be moot if departments had to worry about frequent service outages. While many express concerns regarding downtime for cloud services, a recent study of Microsoft's Office 365 cloud-based e-mail showed a downtime of only 8 hours per year, compared to 30 hours for the on-premise system it was competing against.

3. TIME TO DEPLOY

Many agencies express concern over the deployment time for various solutions, especially when it comes to local storage.

Because servers must be added to existing facilities or housed in new ones, the deployment process for local storage and software can span months and may require input from consultants and specialists. Proper facilities and utilities can often be a limiting factor in datacenter expansion. And each kilowatt of additional power means additional investment in battery back-up systems, diesel generators, and specialized cooling systems to balance out any additional heat generated.

If a given agency's deployment takes three months, that requires three months' worth of salaries and overtime when your risk is not mitigated—and these costs could grow if the project falls behind schedule (which is far too common).

Unlike an on-premise server, deploying SaaS solutions can typically be done in a matter of hours rather than months because an agency's facilities do not have to be modified. This reduces labor costs and lets agencies begin operations right away. Plus, agencies don't have to predict how much data and processing power they will need. With unlimited storage options, departments will never take in too much or too little data. **With a SaaS solution, they will have a degree of budget certainty that is difficult to achieve when managing data on-site.**

Unlike the custom solutions that agencies might run locally when storing data onsite, SaaS tends to involve standardized software that can be tailored within a certain framework to meet your agency's specific needs. That way, your agency will not have to endure a lengthy development or set-up process for your software. Agencies can also see improved efficiency from the increased interoperability that standardized software brings (compared to the relatively poor interoperability that can plague custom on-premise applications). If your agency is in the habit of working with custom-built software, it may be wise to reflect on whether you have had any negative experiences associated with it (e.g., high costs, drawn-out development times, limited data portability, etc.). If you find that custom-built applications have tended not to justify their cost or development time, the prospect of lower costs and faster implementation times may sway your agency toward SaaS.

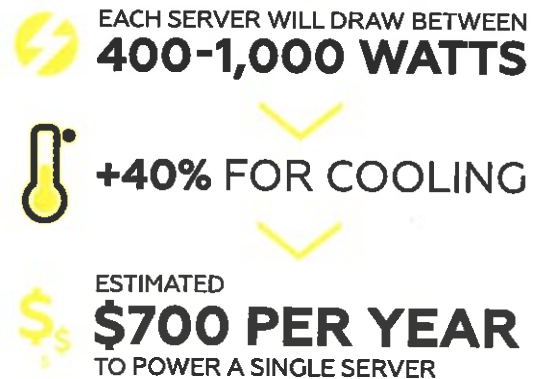
4. MAINTENANCE AND UPGRADES

Some of the most significant on-premise financial considerations come from software upgrades and hardware maintenance.

In the case of the former, your IT staff will likely manage system-wide updates and ensure that the system meets minimum security standards (though these responsibilities might belong to the entire agency). Similarly, your IT staffers will be in charge of the significant upkeep that comes with running servers, including hardware upgrades and eventually replacing out-of-date technology—all of which can prove costly in terms of both capital expenditures and labor. Because servers typically need to be replaced every five years (older servers come with a significant risk of unexpected failures and complex data migrations), few expenses associated with on-site storage are actually one-time costs, putting the long-term sustainability of on-premise solutions into question for some agencies.

Beyond labor costs, there are hidden costs associated with the servers themselves. In addition to accruing significant networking costs from Top of Rack (TOR) Switches, Aggregation Switches, Optics, and Infrastructure backbone upgrades, power consumption remains an issue. Each server will draw between 400 and 1,000 Watts of power, plus an additional 40% of that figure for cooling. One source estimates that power and cooling can cost more than \$700 per server each year. Power and other costs will be further exacerbated by the need for redundant data storage. **Best practices call for three copies of each file stored in at least two different locations, with at least one residing off-site for proper disaster recovery. This means that an agency's storage capacity must account for more than triple the amount of data they expect to actually handle.**

When it comes to SaaS, regular software updates are built into the cost of the solution. Maintenance is managed by the cloud storage vendor. Application specialists handle IT support, and no one on the customer side needs to concern themselves with hardware and software updates. To bolster ease-of-use and security, the cloud provider regularly updates their systems without any additional cost to the agency. The cloud provider stores redundant copies of each file, which are kept in multiple secure data centers across the US, ensuring that even the worst disaster will not result in the loss of an agency's data (IACP's most recent guide to cloud computing lists this as one of its major concerns). Leading SaaS solutions and hyper-scale providers can deliver eleven "9's" of data durability.



4. MAINTENANCE AND UPGRADES (CONTINUED)

By the same token, SaaS also presents departments with the ability to **future-proof their records**. Systems that update regularly and automatically can virtually remove the possibility of storage methods becoming obsolete or incompatible while ensuring that departments never incur undue security risks by running out-of-date software. This makes SaaS solutions not just better in terms of data durability, but significantly more sustainable in the long term.

The flexibility of these systems ensures that any business or organizational changes won't put the accessibility of your data in jeopardy. Since IT is handled entirely by the vendor, agencies can receive 24/7 support regardless of their size. Compare this with the costs of on-site storage, which requires more time and money to be spent each year to keep software up-to-date and minimize security vulnerabilities, to say nothing of having additional IT staff.

Another significant IT hurdle that departments will need to overcome is system integrations (the coordination of smaller subsystems into a cohesive network). On-site storage tends to necessitate a complex and ever-evolving set of integrations for a department's new and existing software. These integrations are often bi-directional, so two or more systems have to be made mutually compatible with one another, rather than one simply absorbing the other. SaaS, meanwhile, can be successfully implemented and managed with a small number of straightforward, well-defined, one-way integrations. Are your IT services prepared to take the much more complicated route in this area?

5. COSTS - HARD AND SOFT

While financial concerns have been alluded to throughout this paper, the costs associated with data storage will, for most agencies, warrant a standalone discussion.

For instance, is your agency most concerned with one-year costs, or long-term total cost of ownership (TCO)? While year-one costs for SaaS are typically 50-75% lower than those of local software, long-term TCO can be more difficult to measure. SaaS, of course, also allows an agency to save on servers, and while an agency must continue paying for software licensing each year (as opposed to the perpetual licenses that accompany on-site storage systems), those licenses include frequent software maintenance and upgrades that stand to minimize the risk of data breaches and system failures.

All told, the costs over the first few years for on-site vs. cloud storage can be similar, but SaaS is likely to have the lower TCO over a span of five or ten years, when one factors in the considerable expense of replacing servers every five years.

 **YEAR-ONE COSTS FOR SAAS ARE TYPICALLY**
50-75%
LOWER
THAN THOSE OF LOCAL SOFTWARE

Servers will also incur significant maintenance costs. Generators, cooling equipment, disaster recovery systems, and network operation center costs can add up quickly, as can the costs associated with warranties and maintenance work, which are often mandated by suppliers and can total thousands of dollars each year. The Anaheim Police Department estimated that the costs of preparing a physical location for servers, purchasing a rack for the system, appropriate software and a server to control system, and acquiring servers with enough storage for redundancies for their 350+

officer-size would total \$56,983, almost all of which would recur every five years. Depending on how a given project is being financed, these expenses and others (consultants, development, systems integration, data center floor costs, etc.) can come with significant (and unnecessary) interest payments (this applies not just to storage that is entirely on-site, but also to most 'hybrid' solutions, which tend to present some of the benefits of cloud storage while doing little to ameliorate the downsides of local software -- e.g., the costs of establishing on-site servers). Compare that to a SaaS solution, which comes with a set of extremely predictable costs for storage and processing capabilities that can be scaled to meet an agency's precise needs.

Once a department has established its on-site system, they will need a set of workflows and guidelines for ingesting, storing, and sorting evidence that has been captured. Often, on-site storage systems will require officers to manually sync their devices in order to upload video and audio. Subsequent filing, collating, redacting, and sharing also typically falls to officers who must now spend valuable time each shift managing data. Though a recent study by the DOJ's Community Oriented Policing Services affirms that officers themselves should extract data from their body cameras, excessive time spent on this process can come at the expense of more productive work. In addition, officers may have to remotely access servers through the cumbersome approach of using a VPN.

ANAHEIM PD CASE STUDY

The Anaheim Police Contract for Evidence.com is for a 5-year term. Taking the yearly cost of handling the evidence over the time of the contract shows a Total Cost of Ownership (TCO) over 5 years of:

TCO = \$3,103,670 for a DVD/CD-based system.

TCO = \$1,513,186 for an In-House Server-Based System
of equal standards to Evidence.com

TCO = \$933,637.50 for Evidence.com over 5-year contract.

These simple calculations show that Anaheim Police Department, and the City of Anaheim are receiving positive returns on their investment in Evidence.com.

5. COSTS - HARD AND SOFT (CONTINUED)

Not only does SaaS save time and money with implementation costs, it can also **create a more streamlined, efficient workflow, minimizing the time spent ingesting, storing, and sharing evidence.** With Evidence.com, officers can automatically sync their devices to upload evidence in a matter of minutes. Data can be accessed, tagged, and shared from any computer via an easy-to-use interface designed to minimize the amount of time officers spend managing data. Because SaaS is typically built to work with open standards, your increased interoperability can yield some time-saving flexibility. Though Evidence.com hosts your data (maintaining its integrity and ensuring its availability), you, of course, still retain all ownership of it.

For the above reason (among others), it can often be misleading to compare SaaS and local software purely on the basis of price per gigabyte.

As a recent whitepaper from Microsoft helpfully puts it, "In determining total cost, application demand variability is the key factor, and the pay-per-use billing model of the cloud is the key driver of cost savings versus an IT shop's need to build to peak. By analogy, a rental car is likely to cost more per day than the same car would cost per day to lease or finance. However, rental cars can still save one money: the salient factor is not that a rental car costs more per day than an owned car does, but that renting a car for two days is less expensive than buying a car and then discarding it.

As a result of its smaller financial impact in the first year, SaaS is often a better option for agencies hoping to implement a digital-evidence management system on an operating expense budget. Local software requires a large capital expense outlay to implement, and is not an ideal fit for agencies that don't plan on a large capital expenditure.

ON-PREMISE VS. CLOUD AT-A-GLANCE

	ON-PREMISE	CLOUD
SECURITY	• In-house IT staff must handle security	• Devoted team of security professionals • Round the clock monitoring • Frequent penetration tests and vulnerability scans • Robust access control
SCALABILITY	• Long-term planning and commitment of resources required for scaling • Paying for extra storage space or risk running out • Buying new servers when you need more space	• Pay for what you use • 'Unlimited' plans offer budget certainty • Access to near-infinite processing power
TIME TO DEPLOY	• 3 months	• A few hours
MAINTENANCE AND UPDATES	• Agency is responsible for maintaining the application, replacing servers every 5 years and installing software updates • Your IT is responsible for ensuring high availability and disaster recovery	• No hardware updates • Automatic software updates every 30 days
COSTS	• High entry and operations costs (servers, IT staff, maintenance, etc.) • Up-front capital costs for hardware that will recur every 5 years • Low ongoing maintenance fees • Tangible hardware assets	• Pay monthly subscription; let cloud provider handle the rest

CLOUD VS. ON-PREMISE: KEY QUESTIONS TO ASK YOUR AGENCY

SECURITY & COMPLIANCE

- ❑ Does your agency have a dedicated IT security team that would be able to detect or respond to a sophisticated attack?
- ❑ Is your IT team focused on monitoring for and reacting to an intrusion? Or do they spread time across multiple projects and initiatives?
- ❑ How well does your agency do at keeping systems up-to-date with the latest security patches and capabilities?
- ❑ Has your agency ever hired an external firm to conduct a security “penetration test” to discover weaknesses in your systems?

SCALABILITY

- ❑ Are your IT resources ready to implement and manage a long-term and large scale deployment of servers, storage, and ensuing system integrations?
- ❑ How confident are you that your organization can accurately forecast the data storage and other infrastructure needs for a body-worn camera program?
- ❑ What is the smallest increment of additional storage or computing capacity that you can buy? How quickly can that additional capacity be delivered?
- ❑ How robust is your data redundancy and disaster recovery capabilities?

TIME TO DEPLOY

- ❑ Are there other projects your IT resources are committed to delivering at the same time you are hoping to implement a body-worn video program?
- ❑ Has your agency had negative experiences in the past with custom-built software?
- ❑ How long can you afford to pay salaries and overtime during an on-premise deployment?
- ❑ How long can you make your body-worn camera program wait for the “back-end” to be built?

MAINTENANCE & UPGRADES

- ❑ Do you leverage City or County IT services for your agency? Are those services responsive to your business needs?
- ❑ Do you have a dedicated IT team that can handle the significant upkeep that comes with running servers, including hardware upgrades and the eventual replacement of out-of-date technology?
- ❑ Do you have a plan to renew and replace your hard drives or DVDs over time? Physical storage media suffers from “data rot” and will need to be transferred to new media after some period of time.
- ❑ Does your durability strategy rely on a storage array with RAID 5 (or 10)? RAID can protect against the loss of one or two hard drives, but does not protect against multiple disk failures or failures in an entire tray of disks. Worse still, RAID can catastrophically fail if defective disks are not replaced in a timely manner or if the technician replaces the wrong drive.
- ❑ Does your current infrastructure support real-time failover with data centers hundreds of miles apart for additional resiliency?

COSTS

- ❑ Is your agency most concerned with one-year costs or long-term total cost of ownership (TCO)?
- ❑ Do you expect your body-worn video program to end after a certain date or do you expect your digital data to grow over time?
- ❑ Do you hope to finance with an operating expense budget or a capital expenditure?
- ❑ How predictable are your body-worn camera and digital evidence management system expenses in the next 3, 5, or 10 years? Would a predictable budget help?
- ❑ Have you accounted for all the resources needed to manage permissions, audit logs, redactions capabilities? Are you comfortable with all your IT administrators being able to get, view and download all footage in the agency?

CLOUD VS ON-PREMISE

REFERENCES

<https://www.minnpost.com/politics-policy/2015/08/big-question-cities-rolling-out-police-body-cams-how-deal-all-footage>

<http://www.govtech.com/dc/articles/Body-Worn-Camera-Data-Storage-The-Gorilla-in-the-Room.html>

<http://searchaws.techtarget.com/opinion/CIA-invests-in-the-AWS-cloud-despite-security-concerns>

<http://www.justice.gov/iso/opa/resources/472014912134715246869.pdf>

<http://betanews.com/2013/11/04/comparing-cloud-vs-on-premise-six-hidden-costs-people-always-forget-about/>

Anaheim Police Digital Evidence Cost Study



▲ ▲ AXON, Axon, TASER, and Ⓢ are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit www.taser.com/legal. All rights reserved. © 2016 TASER International, Inc.

ATTACHMENT G

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective April 5, 2017)**

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the Axon brand products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

Axon warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ Axon-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like product, at Axon's option.

¹ The warranty does not apply to software or services offered for sale by, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date.

³ Axon Law Enforcement Hardware Products include TASER X26, X26 and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges. Axon Flex cameras, including the universal magazine clip, Axon Flex 2 camera, Axon Body 2

**Optional Extended Hardware Warranty for Axon
Flex, Axon Flex 2, Axon Body, Axon Body 2,
Evidence.com Dock, Axon Dock, TASER CAM HD,
X2, X26, and X26P**

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes purchaser's property and the replaced item becomes

camera, Axon Flex camera, Evidence.com Docks, and Axon Docks.

⁴ Broken dial doors are not covered under Axon's limited warranty.

⁵ Axon-Manufactured Accessories include, but are not limited to: batteries, battery chargers, carrying cases, cables, docking bars, USB data download kits, headbands, holders, mounts, DPM, XDPAM, CDPM, PPM, TTPM, APPM, XPPM, TPA, SPPM, and Shockwave Power Magazine modules; Axon Signal Unit (ASU), and the X-Rail mounting system.

Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

This warranty does not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from (a) damage from failure to follow instructions relating to the product's use, (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including

without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such

⁶ The manufacturer's limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2 controller, or Axon Body 2 batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

File: Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement (U.S. and Canada)

Version: 1.0

Revised: 1/17

Printed Date: 4/5/2017

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective April 5, 2017)**

warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product. In no event will Axon be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release Axon from any and all liability arising out of the deployment, use, or misuse of the Axon product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the Axon product. Axon is not liable for the failure of the Axon product to perform and Axon is not liable for any claims

made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Evidence.com services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.

To register your Axon product, please go to www.axon.com/register. Registration of your product allows Axon to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the Evidence.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the

storage media will be deleted and reformatting Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to available firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. If you require attempted data recovery (this must be specifically requested and a fee may be requested) or the contents of your product will be deleted and the storage media reformatting in the course of warranty service.

General

This warranty supersedes any prior, contrary or additional representations, whether written or oral. This warranty is Axon's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

© 2017 Axon. All rights reserved. For the U.S. and Canada, Axon Enterprise, Inc. is the sole proprietor of Axon Enterprise, Inc. and its subsidiaries. All other trademarks and service marks are the property of their respective owners. Axon Enterprise, Inc. is not responsible for any loss of data or other information contained on the storage media or any other part of the product services.

ATTACHMENT H



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 5, 2017

To: United States federal, state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Evidence.com Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support

- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Convert Application (Formerly Amped DVRConv)

- Video file format converter.
- Allows users to convert unplayable video file formats (e.g., proprietary CCTV) into playable file formats that can later be exported to Evidence.com
- Maintains original video file, produces an output file, and generates a report documenting the conversion process.

Axon Detect (Formerly Amped Authenticate)

- Photo analysis software for forensic image authentication and tamper identification
- Several tools are available to determine whether an image can be trusted and thus accepted as evidence and verify if a photo has been taken from a specific device

Axon Five (Formerly Amped FIVE)

- Image and video enhancement software.
- Users can analyze crime scene photos, enhance surveillance and bodyworn video with a workflow compatible with forensic needs and constraints
- Meets evidence code in all 50 states as well as US Federal and Canada

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
2. Axon Flex 2 Controller Model: 11532
3. Axon Flex 2 USB Sync Cable Model: 11534
4. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
5. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
6. Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023

- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

9. Axon Fleet Camera Model: 74001

10. Axon Signal Unit Model: 70112

11. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

12. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Dock, Axon Fleet, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Axon View, Evidence.com, X2, X26P, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

ATTACHMENT I

Portable Audio/Video Recorders

425.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties (50 ILCS 706/10-20). Portable audio/video recording devices include all recording systems whether body-worn, hand-held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any [Anytown Police Department] facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

425.1.1 DEFINITIONS

Definitions related to this policy include (50 ILCS 706/10-10):

Body-worn camera or camera - An electronic camera system for creating, generating, sending, receiving, storing, displaying and processing audiovisual recordings that may be worn about the person of a law enforcement officer.

Law enforcement-related activities - Activities in which the member is enforcing the law, including traffic or pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd and traffic control. It does not include tasks unrelated to the investigation of a crime such as participating in town halls or other community outreach; helping a child find his/her parents; providing death notifications; performing in-home or hospital well-being checks on the sick, elderly or persons presumed missing; or completing paperwork while alone or only in the presence of another law enforcement officer.

Portable recorder or recorder - Either an audio-only recording device or a body-worn camera.

425.2 POLICY

The [Anytown Police Department] may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

425.3 BODY-WORN CAMERA COORDINATOR

The [Chief of Police/Sheriff] or the authorized designee should designate a coordinator responsible for (50 ILCS 706/10-20):

- (a) Identifying members who are assigned body-worn cameras.
- (b) Identifying members permitted to access recordings in order to redact, label or duplicate recordings.
- (c) Ensuring body-worn cameras acquired on or after July 1, 2015, are equipped with pre-event recording of least the 30 seconds prior to camera activation and are capable of recording for a period of at least 10 hours.

Portable Audio/Video Recorders

(d) Establishing procedures for:

1. The care and maintenance of body-worn cameras, including reasonable efforts to be made by supervisors to correct or repair body-worn camera equipment upon notice from a member experiencing technical difficulties, failures or problems with the equipment.
2. Compliance with the Law Enforcement Officer-Worn Body Camera Act and guidelines established by the Illinois Law Enforcement Training and Standards Board (ILETSB) for the use of body-worn cameras.
3. Security of recordings including access controls.
4. Redacting, labeling and duplicating recordings.
5. Supervisor and member review of recordings.

(e) Providing an annual report to the ILETSB pursuant to 50 ILCS 706/10-25.

(f) Ensuring the Department uses authorized body-worn camera recording media (50 ILCS 706/10-10).

425.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

425.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable (50 ILCS 706/10-20). Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

When using a portable recorder, the assigned member shall record his/her name, [APD] identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Portable Audio/Video Recorders

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation.

425.6 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

Members wearing body-worn cameras and any clothing or any indication they are law enforcement shall have the body-worn camera turned on at all times while they are on-duty and are responding to calls for service or engaged in law enforcement-related activities (50 ILCS 706/10-20).

Other portable recorders should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which [an officer/a deputy] would normally notify [the Communications Center]
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

If exigent circumstances prevent [an officer/a deputy] from turning on a body-worn camera when required, the camera shall be turned on as soon as practicable (50 ILCS 706/10-20).

Members shall not record interactions with confidential informants unless exigent circumstances exist or the informant has or is committing a crime (50 ILCS 706/10-20).

Members should remain sensitive to the dignity of all individuals being recorded and unless recording with a body-worn camera is required, exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

425.6.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

Portable Audio/Video Recorders

Body-worn cameras shall be turned off when a victim, witness or community member reporting a crime requests that the camera be turned off. The request should be captured on the recording. However, [an officer/a deputy] may continue to record or resume recording a victim or witness if exigent circumstances exist or the [officer/deputy] has a reasonable articulable suspicion that the victim or witness has committed or is in the process of committing a crime. Under these circumstances, the [officer/deputy] should indicate on the recording the reason for continuing to record despite the request of the victim or witness (50 ILCS 706/10-20).

[Officers/Deputies] are permitted to turn off body-worn cameras while inside a patrol car equipped with Mobile Audio/Video (MAV). Cameras may also be turned off when the [officer/deputy] is not engaged in law enforcement-related activities or when completing paperwork alone or while only in the presence of another member (50 ILCS 706/10-20).

425.6.2 SURREPTITIOUS USE OF THE PORTABLE RECORDER

Illinois law prohibits any individual from surreptitiously recording any conversation in which any party to the conversation has a reasonable belief that the conversation is private or confidential (720 ILCS 5/14-2).

However, [officers/deputies] using body-worn cameras are not prohibited from recording a private conversation if the person is provided notice of the recording and proof of that notice is captured on the recording. If exigent circumstances exist that prevent the [officer/deputy] from providing notice, notice must be provided as soon as practicable (50 ILCS 706/10-20).

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the [Chief of Police/Sheriff] or the authorized designee.

425.6.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

425.7 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the [Watch Commander]. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including

Portable Audio/Video Recorders

retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule.

425.8 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an undercover officer or confidential informant.
- (g) The recording or portions of the recording may be protected under the Freedom of Information Act or the Law Enforcement Officer-Worn Body Camera Act (5 ILCS 140/7.5; 50 ILCS 706-10-20).

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

425.9 RETENTION OF RECORDINGS

All recordings other than those made with body-worn cameras shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days unless the recordings are made a part of an arrest or the recordings are deemed evidence in any criminal, civil or administrative proceeding and then the recordings must only be destroyed upon a final disposition and an order from the court (720 ILCS 5/14-3(h-15)).

425.9.1 RETENTION REQUIREMENTS FOR BODY-WORN CAMERA RECORDINGS

Recordings made on body-worn cameras shall be retained for 90 days. Recordings shall not be altered, erased or destroyed prior to the expiration of the 90-day storage period (50 ILCS 706/10-20).

After the 90-day storage period, recordings must be destroyed unless any of the following occur (50 ILCS 706/10-20):

Portable Audio/Video Recorders

- (a) A formal or informal complaint has been filed
- (b) The [officer/deputy] discharged his/her firearm or used force during the encounter
- (c) Death or great bodily harm occurred to any person in the recording
- (d) The encounter resulted in a detention or arrest other than a traffic stop resulting in only a minor traffic offense or a petty offense with a fine of more than \$1,000
- (e) The [officer/deputy] is the subject of an internal investigation or otherwise being investigated for possible misconduct
- (f) The supervisor of the [officer/deputy], prosecutor, defendant or court determines that the encounter has evidentiary value in a criminal prosecution
- (g) The recording [officer/deputy] requests that the video be retained for official purposes related to his/her official duties

Under these circumstances, the recording of the encounter shall not be altered or destroyed for two years. If the recording is used in a criminal, civil or administrative proceeding, the recording shall not be destroyed except upon a final disposition and order from the court.

Recordings may be retained anytime a supervisor designates the recording for training purposes and may be viewed by [officers/deputies], in the presence of a supervisor or training instructor, for the purposes of instruction, training or ensuring compliance with department policies.

425.9.2 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

425.10 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the member's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the [Chief of Police/Sheriff] or the authorized designee.

Portable Audio/Video Recorders

- (d) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

425.10.1 DOCUMENTING REVIEW OF RECORDINGS

Members who review recordings prior to completing incident reports or other documentation shall disclose that fact in the report or other documentation (50 ILCS 706/10-20).