



# City of San Leandro

Meeting Date: May 5, 2014

## Staff Report

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**File Number:** 14-002

**Agenda Section:** ACTION ITEMS

**Agenda Number:** 10.B.

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Sandra Spagnoli  
Chief of Police

**FINANCE REVIEW:** David Baum  
Finance Director

**TITLE:** Staff Report for a Resolution Approving the Purchase of Body Worn Digital Video Cameras and a Digital Management System from Taser International

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### SUMMARY AND RECOMMENDATIONS

The utilization of body worn cameras by police personnel will assist in criminal prosecution, potentially reduce civil liability, and aid in the review of alleged misconduct. In addition, a digital storage management system will provide an industry standard digital storage management solution for all electronic evidence, replacing the current manual storage solution.

Staff recommends the purchase of body worn digital video cameras and a digital storage management system, and authorization for the City Manager or his designee to execute the contract with Taser International, in an amount not to exceed \$441,306.82 over a 5 year period, broken down as \$127,797.08 in the first year and \$78,377.44 in each subsequent year.

### BACKGROUND

The San Leandro Police Department handles an average of 90,000 incidents per year. Liability issues and allegations of police misconduct consume considerable resources for police departments throughout the United States and the San Leandro Police Department is no exception. With the advent of cellular telephones with photo and video capabilities, recorded documentation of an event can be captured by citizens after police action has begun and often does not provide a complete depiction of the incident, particularly from the officer's perspective.

The Rialto Police Department partnered with the University of Cambridge and conducted a study of officer worn body cameras over a 12-month period. The results of the study showed the department experienced an 88% decline in the number of complaints filed against officers.

The study also ran a comparison of Rialto police officers who were wearing body cameras and police officers who did not wear body cameras, and the data collected revealed officers used force nearly 60% less when officers were wearing a body camera. Researchers determined that the decline in use of force and complaints were related to police officers wearing body worn cameras. The conclusion of the study provided that, "This behavioral modification is of real practical significance to the police, especially given the cost benefit ratios. We therefore foresee that body worn cameras by police will dramatically change police-public encounters."

The Rialto Police Department conducted this study on police officers wearing body cameras to determine their impact on lowering costs in litigation claims and expenses associated with citizen complaints and high liability areas including use of force incidents. It is estimated that every year U.S. law enforcement agencies spend \$2 billion dollars settling disputes between officers and civilians. Some agencies utilize in-car cameras; however many critical incidents occur away from the view of the in-car video camera. Body worn cameras provide an accurate depiction of police contact and will assist personnel with recalling details of an incident to write police reports and to provide a factual account of police encounters.

As part of our research, the San Leandro Police Department participated in the Police Executive Research Forum conference on police body cameras. This conference was attended by over 250 agencies from across the country, and participating departments found the use of body worn cameras effective for the modern police officer. In addition, some departments reported that police officers are already carrying their own cameras to document public interactions.

The International Association of Chiefs of Police (IACP) conducted a study in 2005 on the usage of in-car cameras. The research in that study revealed 93% of complaints regarding officer misconduct were dismissed when there was video documentation available. The study also reported that 48% of the public is less likely to file a complaint if they know there is a documented video of the incident. Based on the early research regarding digital video cameras (including in-car and body worn), staff believes that utilizing a body worn camera system will enhance operations and the ability to prosecute criminal activity through audio/video documentation. In addition, it will be a valuable tool to investigate complaints concerning police misconduct and will help to address other complaints, and civil liability.

The American Civil Liberties Union supports police officers wearing body-mounted cameras and stated, "With the right policies in place, a win for all." A copy of this report is attached.

## **Analysis**

Staff has studied body camera systems for the last year and concluded the Taser Axon body camera meets the Police Department's operational needs. The Taser Axon camera system provides a secure and digital cloud storage management system. Staff has selected this specific camera as opposed to other body worn cameras because it is the only one of its kind that has a 30 second pre-buffer feature. This feature captures 30 seconds of prior video only (no audio) each time the officer activates the record feature on the camera system. In addition, the digital storage management system is a cost effective solution which will save a significant amount of Information Technology costs, including staffing to maintain and manage the system and hardware costs. Information Technology staff estimates that if it were to provide the same storage solution as Taser International it would be at double the cost.

The Police Department requests authorization to purchase 80 body worn cameras and the digital management storage service from Taser International. To reduce program costs, some of the cameras will be shared.

As part of this project, a digital evidence management workflow assessment was completed. Staff learned that the current digital management storage system for the Police Department is inadequate and should be updated, especially if body worn cameras are used. The assessment also identified opportunities to improve efficiency and effectiveness, which could save approximately \$24,000 a year (savings would be based on costs associated with staffing and supplies including the purchase of CD's). Based on the assessment, the Police Department will implement a storage solution for all Police Department digital files including photos, videos, and audio files that will be scalable to include data from the body worn cameras.

**Current Agency Policies**

Use of body cameras in the field may impact officers' conditions of employment, and thus is subject to negotiation with the San Leandro Peace Officers Association (SLPOA). A comprehensive policy was drafted in partnership with the SLPOA, including the care, use and evidentiary procedures of the body worn camera program.

**Committee Review and Actions**

The Chief's Advisory Board met on February 3, 2014, reviewed the body camera program/policy, and recommended implementation.

**Legal Analysis**

Staff recommends a retention period of 90 days for routine records per Government Code 34090.7, unless the recording is deemed to be evidence related to a complaint or administrative review.

The City Attorney has reviewed and approved as to form the Department Policy for Use of Body Worn Cameras, the Purchasing Contract, and the Professional Services Agreement.

**Fiscal Impact**

This body worn camera program will cost \$127,797.08 in the first year and \$78,377.44 in each subsequent year for a 5 year period. The total cost of this program is \$441,306.82, to be paid as illustrated in the following schedule:

	<b>FY 2014/15</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>
<b>Camera System</b>	\$59,724.44	\$60,377.44	\$60,377.44	\$60,377.44	\$60,377.44
<b>Storage</b>	\$68,072.64	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00

<b>TOTAL</b>	<b>\$127,797.08</b>	<b>\$78,377.44</b>	<b>\$78,377.44</b>	<b>\$78,377.44</b>	<b>\$78,377.44</b>
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Staff recommends funding the project as follows:

**Year 1 Cost:** \$127,797.08 funded through a combination of grant funding and available general fund line item for this project.

**Year 2-5 (On-going cost):** \$78,377.44 per year: Partially funded in the Police Department's ongoing operating and maintenance (O&M) costs through the IT charges allocated to the Police Department which will be determined during budget preparation for fiscal year 2015-16. The remaining costs will be added to future budgets.

**Budget Authority**

1. Recommend appropriating existing funding of \$127,797.08 for year one from the following funds:

\$75,000.00    General Fund Account # 010-21-004-7410  
\$52,797.08    State Grant Funding Account #150-21-011-7410

2. Add \$78,377.44 per year to the Police Departments ongoing operating and maintenance (O&M) costs through the IT fund charges allocated to the Police Department. Some of these costs can be absorbed by reallocating costs for equipment replacement, off-setting a portion of the budget increase. The City may also realize savings related to costs associated with risk management, citizen complaints and administrative investigations on incidents captured on video. In addition, staff projects that there will be savings related to costs associated with risk management claims and litigation in matters that have video documentation.

**ATTACHMENTS**

- ACLU report on Police Body-Mounted Cameras
- San Leandro Police Department Proposed Body Camera Policy
- Taser International Quotation/Sole Source Justification
- Taser International Professional Services Agreement

**PREPARED BY:** Sandra R. Spagnoli, Police Chief, Police Department

# Police Body-Mounted Cameras: With Right Policies in Place, a Win For All

By Jay Stanley, ACLU Senior Policy Analyst  
October, 2013

## Introduction<sup>1</sup>

When a New York judge found that the NYPD's stop and frisk tactics violated the constitutional rights of New Yorkers, one of the remedies she ordered was for the department to begin testing wearable police cameras, sparking debate and discussion of the technology there.

These "on-officer recording systems" (also called "body cams" or "cop cams") are small, pager-sized cameras that clip on to an officer's uniform or sunglasses or are worn as a headset, and record audio and video of the officer's interactions with the public. We have heard reports of police body cameras being deployed in numerous cities, and one prominent manufacturer told NBC that it had sold them to "hundreds of departments."

The ACLU has commented on police body cameras in the media several times over the years (and in stories surrounding the stop and frisk ruling), but the ACLU's views on this technology are a little more complicated than can be conveyed through quotes in a news story.

Although we generally take a dim view of the proliferation of surveillance cameras in American life, police on-body cameras are different because of their potential to serve as a check against the abuse of power by police officers. Historically, there was no documentary evidence of most encounters between police officers and the public, and due to the volatile nature of those encounters, this often resulted in radically divergent accounts of incidents. Cameras have the potential to be a win-win, helping protect the public against police misconduct, and at the same time helping protect police against false accusations of abuse.

We're against pervasive government surveillance, but when cameras primarily serve the function of allowing public monitoring of the government instead of the other way around, we generally regard that as a good thing. While we have opposed government video surveillance of public places, for example, we have supported the installation of video cameras on police car dashboards, in prisons, and during interrogations.

At the same time, body cameras have more of a potential to invade privacy than those deployments. Police officers enter people's homes and encounter bystanders, suspects, and victims in a wide variety of sometimes stressful and extreme situations.

For the ACLU, the challenge of on-officer cameras is the tension between their potential to invade privacy and their strong benefit in promoting police accountability. Overall, we think they can be a win-win—but *only* if they are deployed within a framework of strong policies to ensure

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<sup>1</sup> The author would like to thank Doug Klunder of the ACLU of Washington, who did much of the thinking behind the analysis set forth in this paper; Scott Greenwood of Ohio; and his colleagues at the national office, for their valuable feedback and advice.

they protect the public without becoming yet another system for routine surveillance of the public, and maintain public confidence in the integrity of those privacy protections. Without such a framework, their accountability benefits would not exceed their privacy risks.

On-officer cameras are a significant technology that implicates important, if sometimes conflicting, values. We will have to watch carefully to see how they are deployed and what their effects are over time, but in this paper we outline our current thinking about and recommendations for the technology. These recommendations are subject to change.

### **Control over recordings**

Perhaps most importantly, policies and technology must be designed to ensure that police cannot “edit on the fly” — i.e., choose which encounters to record with limitless discretion. If police are free to turn the cameras on and off as they please, the cameras’ role in providing a check and balance against police power will shrink and they will no longer become a net benefit.

The primary question is how that should be implemented.

Purely from an accountability perspective, the ideal policy for body-worn cameras would be for continuous recording throughout a police officer’s shift, eliminating any possibility that an officer could evade the recording of abuses committed on duty. Of course, just as body cameras can invade the privacy of many innocent citizens, continuous deployment would similarly impinge on police officers when they are sitting in a station house or patrol car shooting the breeze — getting to know each other as humans, discussing precinct politics, etc. We have some sympathy for police on this; continuous recording might feel as stressful and oppressive in those situations as it would for any employee subject to constant recording by their supervisor. True, police officers with their extraordinary powers are not regular employees, and in theory officers’ privacy, like citizens’, could be protected by appropriate policies (as outlined below) that ensure that 99% of video would be deleted in relatively short order without ever being reviewed. But on a psychological level, such assurances are rarely enough. There is also the danger that the technology would be misused by police supervisors against whistleblowers or union activists — for example, by scrutinizing video records to find minor violations to use against an officer.

If the cameras do not record continuously, that would place them under officer control, which would create the danger that they could be manipulated by some officers, undermining their core purpose of detecting police misconduct. This has sometimes been an issue with patrol car “dashcams” — for example, in the case of two Seattle men who filed a claim for excessive force and wrongful arrest. Parts of the arrest were captured by a dashcam, but parts that should have been captured were mysteriously missing. And with body cams, two Oakland police officers were disciplined after one of the officers’ cameras was turned off during an incident.

The balance that needs to be struck is to ensure that officers can’t manipulate the video record, while also ensuring that officers are not subjected to a relentless regime of surveillance without any opportunity for shelter from constant monitoring.

One possibility is that some form of effective automated trigger could be developed that would allow for minimization of recording while capturing any fraught encounters — based, for example, on detection of raised voices, types of movement, etc. When it comes to dashcams,

the devices are often configured to record whenever a car's siren or lights are activated, which provides a rough and somewhat (though not entirely) non-discretionary measure of when a police officer is engaged in an encounter that is likely to be a problem. That policy is not applicable to body cams, however, since there is no equivalent to flashing lights. And it's not clear that any artificial intelligence system in the foreseeable future will be smart enough to reliably detect encounters that should be recorded. In any case, it is not an option with today's technology.

If a police department is to place its cameras under officer control, then it must put in place tightly effective means of limiting officers' ability to choose which encounters to record. That can only take the form of a department-wide policy that mandates that police turn on recording during every interaction with the public.

And this requirement must have some teeth associated with it — not only a risk of disciplinary action but also perhaps an exclusionary rule for any evidence obtained in an unrecorded encounter (for police who have been issued the cameras, unless there is an exigency to justify the failure to record). Another means of enforcement might be to stipulate that in any instance in which an officer wearing a camera is accused of misconduct, a failure to record that incident would create an evidentiary presumption against the officer.

### **Limiting the threat to privacy from cop cams**

Most of the discussion around police recording has focused on its oversight potential. But that is only one of the significant interests implicated by recording. Equally important are the privacy interests and fair trial rights of individuals who are recorded. Ideally there would be a way to minimize data collection to only what was reasonably needed, but there's currently no technological way to do so.

Police body cameras mean that many instances of entirely innocent behavior (on the part of both officers and the public) will be recorded, with significant privacy implications. Perhaps most troubling is that some recordings will be made inside people's homes, whenever police enter — including in instances of consensual entry (e.g., responding to a burglary call, voluntarily participating in an investigation) and such things as domestic violence calls. In the case of dashcams, we have also seen video of particular incidents released for no important public reason, and instead serving only to embarrass individuals. Examples have included DUI stops of celebrities and ordinary individuals whose troubled and/or intoxicated behavior has been widely circulated and now immortalized online. The potential for such merely embarrassing and titillating releases of video is significantly increased by body cams.

Therefore it is vital that any deployment of these cameras be accompanied by good privacy policies so that the benefits of the technology are not outweighed by invasions of privacy. The core elements of such a policy follow.

#### **Notice to citizens**

Most privacy protections will have to come from restrictions on subsequent retention and use of the recordings. There are, however, a couple of things that can be done at the point of recording.

- 1) Recording should be limited to uniformed officers and marked vehicles, so people know what to expect. An exception should be made for SWAT raids and similar planned uses of force when they involve non-uniformed officers.
- 2) Officers should be required, wherever practicable, to notify people that they are being recorded (similar to existing law for dashcams in some states such as Washington). One possibility departments might consider is for officers to wear an easily visible pin or sticker saying "lapel camera in operation" or words to that effect.
- 3) Although if the preceding policies are properly followed it should not be possible, it is especially important that the cameras not be used to surreptitiously gather intelligence information based on First Amendment protected speech, associations, or religion.

### **Recording in the home**

Because of the uniquely intrusive nature of police recordings made inside private homes, officers should be required to be especially sure to provide clear notice of a camera when entering a home, except in circumstances such as an emergency or a raid. Departments might also consider a policy under which officers ask residents whether they wish for a camera to be turned off before they enter a home in non-exigent circumstances. (Citizen requests for cameras to be turned off should themselves be recorded to document such requests.) Cameras should never be turned off in SWAT raids and similar police actions.

### **Retention**

Data should be retained no longer than necessary for the purpose for which it was collected. For the vast majority of police encounters with the public, there is no reason to preserve video evidence, and those recordings therefore should be deleted relatively quickly.

- Retention periods should be measured in weeks not years, and video should be deleted after that period unless a recording has been flagged. Once a recording has been flagged, it would then switch to a longer retention schedule (such as the three-year period currently in effect in Washington State).
- These policies should be posted online on the department's website, so that people who have encounters with police know how long they have to file a complaint or request access to footage.
- Flagging should occur automatically for any incident:
  - involving a use of force;
  - that leads to detention or arrest; or
  - where either a formal or informal complaint has been registered.
- Any subject of a recording should be able to flag a recording, even if not filing a complaint or opening an investigation.
- The police department (including internal investigations and supervisors) and third parties should also be able to flag an incident if they have some basis to believe police misconduct has occurred or have reasonable suspicion that the video contains evidence of a crime. We do not want the police or gadflies to be able to routinely flag all recordings in order to circumvent the retention limit.
- If any useful evidence is obtained during an authorized use of a recording (see below), the recording would then be retained in the same manner as any other evidence gathered during an investigation.



- Back-end systems to manage video data must be configured to retain the data, delete it after the retention period expires, prevent deletion by individual officers, and provide an unimpeachable audit trail to protect chain of custody, just as with any evidence.

### **Use of Recordings**

The ACLU supports the use of cop cams for the purpose of police accountability and oversight. It's vital that this technology not become a backdoor for any kind of systematic surveillance or tracking of the public. Since the records will be made, police departments need to be subject to strong rules around how they are used. The use of recordings should be allowed only in internal and external investigations of misconduct, and where the police have reasonable suspicion that a recording contains evidence of a crime. Otherwise, there is no reason that stored footage should even be reviewed by a human being before its retention period ends and it is permanently deleted.

### **Subject Access**

People recorded by cop cams should have access to, and the right to make copies of, those recordings, for however long the government maintains copies of them. That should also apply to disclosure to a third party if the subject consents, or to criminal defense lawyers seeking relevant evidence.

### **Public Disclosure**

When should the public have access to cop cam videos held by the authorities? Public disclosure of government records can be a tricky issue pitting two important values against each other: the need for government oversight and openness, and privacy. Those values must be carefully balanced by policymakers. One way to do that is to attempt to minimize invasiveness when possible:

- Public disclosure of any recording should be allowed with the consent of the subjects, as discussed above.
- Redaction of video records should be used when feasible — blurring or blacking out of portions of video and/or distortion of audio to obscure the identity of subjects. If recordings are redacted, they should be discloseable.
- Unredacted, unflagged recordings should not be publicly disclosed without consent of the subject. These are recordings where there is no indication of police misconduct or evidence of a crime, so the public oversight value is low. States may need to examine how such a policy interacts with their state open records laws.
- Flagged recordings are those for which there is the highest likelihood of misconduct, and thus the ones where public oversight is most needed. Redaction of disclosed recordings is preferred, but when that is not feasible, unredacted flagged recordings should be publicly discloseable, because in such cases the need for oversight outweighs the privacy interests at stake.

### **Good technological controls**

It is important that close attention be paid to the systems that handle the video data generated by these cameras.

- Systems should be architected to ensure that segments of video cannot be destroyed. A recent case in Maryland illustrates the problem: surveillance video of an incident in

which officers were accused of beating a student disappeared (the incident was also filmed by a bystander). An officer or department that has engaged in abuse or other wrongdoing will have a strong incentive to destroy evidence of that wrongdoing, so technology systems should be designed to prevent any tampering with such video.

- In addition, all access to video records should be automatically recorded with immutable audit logs.
- Systems should ensure that data retention and destruction schedules are properly maintained.
- It is also important for systems be architected to ensure that video is only accessed when permitted according to the policies we've described above, and that rogue copies cannot be made. Officers should not be able to, for example, pass around video of a drunk city council member, or video generated by an officer responding to a call in a topless bar, or video of a citizen providing information on a local street gang.

It is vital that public confidence in the integrity of body camera privacy protections be maintained. We don't want crime victims to be afraid to call for help because of fears that video of their officer interactions will become public or reach the wrong party. Confidence can only be created if good policies are put in place and backed up by good technology.

As the devices are adopted by police forces around the nation, studies should be done to measure their impact. Only very limited studies have been done so far. Are domestic violence victims hesitating to call the police for help by the prospect of having a camera-wearing police officer in their home, or are they otherwise affected? Are privacy abuses of the technology happening, and if so what kind and how often?

Although fitting police forces with cameras will generate an enormous amount of video footage and raises many tricky issues, if the recording, retention, access, use, and technology policies that we outline above are followed, very little of that footage will ever be viewed or retained, and at the same time those cameras will provide an important protection against police abuse. We will be monitoring the impact of cameras closely, and if good policies and practices do not become standard, or the technology has negative side effects we have failed to anticipate, we will have to reevaluate our position on police body cameras.

# SLPD POLICY DRAFT -- PORTABLE VIDEO RECORDING SYSTEM

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## I PURPOSE

- A. To provide policy and procedures for use of the Portable Video Recording System (PVRS), including both audio and video recording of field activity in the course of official police duties.
- B. The use of the portable video recording system provides documentary evidence for criminal investigations, internal or administrative investigations, and civil litigation. Personnel shall utilize this device in accordance with the provisions in this general order to maximize the effectiveness of the audio/video documentation to achieve operational objectives and to ensure evidence integrity.

## II DEFINITIONS

### A. **PERSONNEL**

Any uniformed (Class "B" and "C" which includes the bicycle uniform) personnel employed with the San Leandro Police Department.

### B. **ROUTINE**

During the regular course of one's duties.

### C. **PVRS Device**

The Portable Video Recording System is an on-officer video camera.

## III POLICY

- A. Unauthorized use, duplication, and/or distribution of PVRS files are prohibited. Personnel shall not make copies of any PVRS file for their personal use and are prohibited from using a recording device such as a personal camera or any secondary video camera to record PVRS files. All recorded media, images and audio are property of the San Leandro Police Department and shall not be copied, released, or disseminated in any form or manner outside the parameters of this policy without the expressed written consent of the Chief of Police.
- B. The PVRS shall not be used to record non-business related activity and shall not be activated in places where a reasonable expectation of privacy exists, such as locker rooms, dressing rooms or restrooms.
- C. Only trained personnel shall operate PVRS equipment.
- D. All personnel who are assigned a PVRS shall wear the device during any regular shift, any overtime shift and when the Chief of Police or their designee deem it appropriate to wear. Personnel will use only the PVRS issued and approved by the Department. The wearing of any other personal video recorder is not authorized.
- E. Personnel shall not remove, dismantle or tamper with any hardware and/or software component or part of the PVRS.

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- F. There are many situations where the use of the PVRS is appropriate. This policy is not intended to describe every possible circumstance. Personnel may activate the system any time they feel its use would be appropriate and/or valuable to document an incident. Unless it is unsafe or impractical to do so, personnel should consider activating their PVRS cameras prior to making contact in any of the following incidents:
1. Enforcement encounters where there is a reasonable suspicion the person is involved in criminal activity. This includes, but is not limited to dispatched calls as well as self-initiated activities.
  2. Probation or parole search.
  3. Service of search or arrest warrant.
  4. Vehicle pursuits (as soon as practical).
  5. K9 deployments, i.e., cover officers, perimeter officers, etc.
  6. Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require taping.
- G. Personnel may activate the PVRS before or during any other incident at their discretion.
- H. During activation, the recording should not be intentionally terminated until the conclusion of the encounter.
- I. Personnel shall not activate the PVRS recording functions in any of the following incidents:
1. To record any personal conversation of or between another department member or employee.
  2. Personnel taking a report or conducting a preliminary investigation who reasonably believe no criteria for an activation are present.
  3. Personnel meeting with any Confidential Informants.
- J. Sworn personnel are not required to obtain consent from a private person when:
1. In a public place.
  2. In a location where there is no reasonable expectation of privacy (e.g., inside a building or dwelling where personnel are lawfully present and engaged in the performance of official duties).
- K. Personnel are encouraged to advise private persons they are recording if the advisement may gain compliance, assist in the investigation, and does not interfere with the investigation or officer safety.
- L. SWAT personnel who are issued a PVRS and are engaged in an active SWAT entry shall defer to the SWAT supervisor or incident commander for direction on the activation of the PVRS.
- M. C.I.D. personnel who are issued a PVRS and who are preparing to engage in a probation, parole, arrest or search warrant entry shall wear the PVRS on their outer vest carrier. They should also consider activating their PVRS cameras prior to making such entry and should maintain recording until the situation becomes static. CID should also consider using a PVRS when they deem necessary during the course of any investigation.

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## IV RESPONSIBILITIES

### A. System Administrator

The System Administrator is designated by the Chief of Police and has oversight responsibilities to include, but not limited to, the following:

1. Operation and user administration of the system
2. System evaluation
3. Training
4. Policy and procedure review and evaluation
5. Coordination with IT regarding system related issues
6. Ensure PVRs files of evidentiary value are secured and maintained for a minimum of one year. Ensure all other routine files (routine files are any file that is not assigned a report number) are secure and maintained for 90 days.
7. Ensure PVRs files are reviewed and released in accordance with federal, state and local statutes and the City of San Leandro/San Leandro Police Department retention policy.

### B. Supervisory:

1. Supervisors will ensure officers utilize the PVRs according to policy guidelines.
2. Managers may conduct periodic audits of recordings to ensure adherence to policy, assess performance and for training purposes. Audits will be fair and impartial.
3. A monthly audit log shall be retained and submitted to the Professional Standards and Training Lieutenant.
4. The POA President or his/her designee may review the audit log with reasonable notice through the Chief of Police's office to ensure the audits are conducted fairly. At no time will the audit log be duplicated or distributed.

### C. Personnel utilizing the PVRs are responsible for the following:

1. Ensuring the battery is fully charged and operating properly.
2. Immediately reporting unresolved equipment malfunctions/problems to their supervisor.
3. Documenting the use of the PVRs on one of the following:
  - a. On the police report/CAD entry.
  - b. As a notation on a citation.
  - c. On a Field Contact card
4. Once video is captured officers should identify PVRs files:
  - a. When assigned, noting the SLPD case number in the Case ID Field.
  - b. Entering a title. The title should include sufficient information to identify the file, such as crime code, suspect name, location, event, etc.
  - c. Selecting the appropriate category(s).
  - d. The information may be entered via hand held device, Mobile, or SLPD computer work station before the end of the shift.

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## V OPERATION

- A. Personnel should make every effort to test PVRs equipment prior to going into service and ensure the unit is charged.
- B. Personnel shall position the camera on the front of their uniform to facilitate optimum recording field of view.
- C. The PVRs must be manually activated.
- D. Personnel should dock their issued camera for automated upload of PVRs data files daily at the end of their shift at the docking station to ensure storage capacity is not exceeded and/or to view uploaded audio/video.

## VI REVIEW OF PVRs FILES

- A. Although the data captured by the PVRs is not considered Criminal Offender Record Information (CORI), it shall be treated in the same manner as CORI data. All access to the system is logged and subject to audit at any time. Access to the data from the system is permitted on a right to know, need to know basis. Employees authorized under this policy may review video according to the provisions of this policy.
- B. Once uploaded to the server, personnel may view their own audio/video data at a department desktop computer and documenting the reason for access in the "NOTES" section prior to viewing any data. Access is automatically time/date stamped and records each access by name.
- C. An employee may review PVRs files as it relates to their involvement in:
  - 1. An incident for the purpose of completing a criminal investigation and preparing official reports.
  - 2. Prior to courtroom testimony or for courtroom presentation.
  - 3. In the event of a critical incident:
    - a. All PVRs recordings shall be uploaded to the server as soon as practicable.
    - b. During this critical incident, the initial interview of an Involved Officer should occur before the officer has reviewed any audio/video recordings of the incident. An Involved Officer will have the opportunity to review recordings after the initial statement has been taken. Should the Investigators decide not to allow the officer(s) to view the recordings prior to the initial interview; the involved officer(s) attorney(s) may have the opportunity to review the recordings prior to the initial interview. Investigators should be mindful that audio/video recordings have limitations and may depict events differently than the events recalled by an Involved Officer. If the investigator shows any audio/video recordings to an Involved Officer after the initial interview, the investigator has the discretion to admonish an Involved Officer about the limitations of audio/video recordings.

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The following is an example of an admonishment that would be appropriate in a case involving video evidence:

In this case, there is video evidence that you will have an opportunity to view after you have given your initial statement. Video evidence has limitations and may depict the events differently than you recall, and may not depict all of the events as soon or heard by you. Video has a limited field of view and may not capture events normally seen by the human eye. The “frame rate” of video may limit the camera’s ability to capture movements normally seen by the human eye.

Videos are a two-dimensional medium and may not capture depth, distance or positional orientation as well as the human eye. Remember, the video evidence is intended to assist your memory and ensure that your initial statement explains your state of mind at the time of the incident.

Investigators may ask an Involved Officer to view the incident scene during a “walk through”. The investigator will determine the timing of the “walk-through”, however, it should not occur prior to the initial statement of an Involved Officer. Only one involved officer at a time will be permitted to do a “walk-through” of the scene.

4. For potential training purposes.
5. Personnel may only view video that they actually appear in, viewing other personnel’s video that does not have audio/video involving them is not accepted without the approval of the Chief or Police or designee.

### **VII PVRS FILE REQUESTS**

- A. Department Requests, to include requests from the District Attorney’s Office or City Attorney’s Office, shall forward a written request via e-mail with sufficient information to locate the PVRS file to the System Administrator.
- B. Non-Department Requests
  1. All other requests for a PVRS file shall be accepted and processed in accordance with federal, state and local statutes and Departmental policy (court cases, subpoena’s, public records act., etc.) as set forth in Lexipol Policy #810 (Release of Records and information).
  2. Media inquiries and/or requests shall be received and processed in accordance with Lexipol General Operations #346 (News Media Relations).
  3. When practical, personnel will be advised, prior to any release, of video under the F.O.I.A. (Freedom of Information Act) and the guidelines consistent with Lexipol Policy #810.
- C. Request for Deletion of Accidental Recording  
In the event of an accidental activation of the PVRS, the recording employee may request that the PVRS file be deleted by submitting an e-mail request with sufficient information to

## SLPD POLICY DRAFT -- PORTABLE VIDEO RECORDING SYSTEM

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locate the PVRS file to the Operations Division Captain and who shall review the file, approve or deny the request, and forward to the System Administrator for action.

### D. Copying Procedures

1. A copy of the PVRS file can be requested in accordance with the provisions of this order.
2. The employee shall make a written request to the System Administrator and must include the reason for the request.
3. The System Administrator shall log the request.

E. Investigators conducting criminal or internal investigations shall advise the System Administrator to restrict access/public disclosure of the PVRS file in criminal or internal investigations, when necessary.

F. A PVRS file may be utilized as a training tool for individuals, specific units, and the Department as a whole. A recommendation to utilize a PVRS file for such purpose may come from any source as outlined below:

1. A person recommending utilization of a PVRS file for training purposes shall submit the recommendation through the chain of command to the Operations Captain or designee.
2. If an involved officer or employee objects the showing of a recording, his/her objection will be submitted to staff to determine if the employee's objection outweighs the training value.
3. The Operations Captain or designee shall review the recommendation and determine how best to utilize the PVRS file considering the identity of the person(s) involved, sensitivity of the incident, and the benefit of utilizing the file versus other means (e.g., General Order, Training Bulletin, Officer Safety Bulletin, briefing or other training).

## VIII REPAIR PROCEDURE

- A. Personnel should immediately report any problems with the PVRS to their immediate supervisor.
- B. Upon notification, the supervisor shall contact the System Administrator or designee stating the problem or malfunction.





# CITY OF SAN LEANDRO

## SOLE SOURCE JUSTIFICATION

Project Manager: Lt. Mike Sobek

Date: Jan 6, 2014

Contractor/Consultant/Vendor: Taser International

Project Number: If used/emergency PO # if obtained

Contract Amount: \$ 441,306.83

**Project Description:** *The San Leandro Police Department is in the process of buying 80 personal video recording devices for all officers and PST's. These on-body cameras will capture any and all audio and video contacts with citizens, suspects and victims in the field. We also will purchase the digital evidence management system called Evidence.com to manage all digital evidence that is captured from the on-body cameras and any other digital evidence that the police department captures from other sources, i.e. digital tape recordings, interviews, etc.*

**Notice: Purchases of goods or contracting for services over \$5,000 without obtaining at least three (3) quotes is a violation of City policy unless justified on one or more of the bases below. The City's formal bidding process will normally apply to purchases over \$25,000.**

**Attach Requisition Form for Signature Approval** *Attach this form to your requisition/backup sent to Purchasing*

### JUSTIFICATION FOR AWARD OF SOLE SOURCE CONTRACT

- Emergency PO request. Need for the service is of such an unusual and compelling urgency that the City of San Leandro would be seriously injured unless it is permitted to limit the number of sources from which it solicits bids or proposals. This justification is not met on the basis of a lack of planning.
- Staff solicited competitive bids and was unable to obtain three quotes from responsive vendors – Attach sheet with company names, contact names and phone numbers of vendors contacted
- The service/product is only available from a single source and there is no acceptable substitute
- The item is directly procured from the original manufacturer and that supplier is the only source for such item
- Only one vendor can meet the necessary delivery date of \_\_\_\_\_.
- Only one (1) Contractor/Consultant/Vendor who can provide unique/highly specialized item/ service
- Economy or efficiency supports award to existing contractor/consultant as a logical follow-on to work already in progress under a competitively awarded contract
- Cost to prepare for a competitive procurement exceeds the cost of the work or item
- The item is an integral repair part or accessory compatible with existing equipment
- The item or service is essential in maintaining research or operational continuity
- The item/service is one with which staff members who will use the item/service have specialized training and/or expertise and retraining would incur substantial cost in time and/or money



# CITY OF SAN LEANDRO

## SOLE SOURCE JUSTIFICATION

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### EXPLANATION:

The San Leandro Police Department is in the process of providing all officers and civilian Police Service Technicians Personal Video Camera Device's (PVCD) and have spent a year and a half researching various vendors. During our research, we have found only one vendor that reaches our goals of performance, technology and reliability. Taser International is the only vendor that has a 30 second "pre-event buffer" that captures 30 seconds of video at the time the officer or PST activates the camera. Also, Taser International is the only vendor that has a "cloud based" management system called "Evidence.com" that allows for the capture, organizing, classifying, managing, viewing and archiving of the digital evidence we capture. For these reasons we request a sole source for this program.

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**REQUESTOR SIGNATURE**

# TASER International

Protect Truth

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax: (480) 991-0791



# TASER

**Mike Sobek**  
 (510) 577-0662  
 msobek@sanleandro.org

## Quotation

**Quote:** Q-03646-1  
**Date:** 8/27/2013 12:00 PM  
**Quote Expiration:** 9/15/2013  
**Contract Start Date\*:** 11/1/2013  
**Contract Term:** 5 years

### Bill To:

San Leandro Police Dept. - CA  
 901 E. 14TH ST.  
 San Leandro, CA 94577  
 US

### Ship To:

Mike Sobek  
 San Leandro Police Dept. - CA  
 901 E. 14TH ST.  
 San Leandro, CA 94577  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Abraham Alvarez	800-978-2737	abraham@evidence.com	Fedex - Ground	Net 30

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

Year 1: Due net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	73002	BODYCAM, AXON BODY	USD 299.00	USD 23,920.00	USD 0.00	USD 23,920.00
7	73070	BODYCAM ETM, 12 BODY CAMERA BAYS, AXON FLEX	USD 1,499.95	USD 10,499.65	USD 0.00	USD 10,499.65
82	85069	5 YEAR TASER ASSURANCE PLAN, BODYCAM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	85076	5 YEAR ETM TASER ASSURANCE PLAN	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00
12	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
1,720	Included Storage	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
2	Spare Body	BODYCAM, AXON BODY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
1	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
<b>Year 1: Due net 30 Total:</b>						USD 120,939.65
<b>Year 1: Due net 30 Net price:</b>						USD 120,372.29

Year 2 due 2014

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00
12	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00
<b>Year 2 due 2014 Total:</b>						USD 71,520.00
<b>Year 2 due 2014 Net price:</b>						USD 70,952.64

Year 3 due 2015

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00
12	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00
<b>Year 3 due 2015 Total:</b>						USD 71,520.00
<b>Year 3 due 2015 Net price:</b>						USD 70,952.64

Year 4 due 2016

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00
12	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00
<b>Year 4 due 2016 Total:</b>						USD 71,520.00
<b>Year 4 due 2016 Net price:</b>						USD 70,952.64

Year 5 due 2017

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
12	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00

<b>Year 5 due 2017 Total:</b>	USD 71,520.00
<b>Year 5 due 2017 Net price:</b>	USD 70,952.64

<b>Subtotal</b>	USD 404,182.85
<b>Estimated Shipping Cost</b>	USD 747.55
<b>Estimated Tax</b>	USD 36,376.43
<b>Grand Total</b>	USD 441,306.83

## Complimentary Evidence.com Tier Upgrade Through 12/31/13

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will receive the features available with the Professional license for the Basic and Standard licenses purchased until December 31, 2013. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich tier. In January 2014 you will be prompted to select which users you would like to go in which tiers. This will have no impact on uploaded data.

### TASER International, 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 TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. 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 TASER 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): \_\_\_\_\_

Please sign and email to Abraham Alvarez at [abraham@evidence.com](mailto:abraham@evidence.com) or fax to (480) 991-0791

THANK YOU FOR YOUR BUSINESS!

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## Professional Services Agreement

This Professional Services Agreement (**Agreement**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and \_\_\_\_\_ (**Agency**). In consideration of the mutual promises contained in this Agreement, TASER and Agency agree to all terms of the Agreement effective \_\_\_\_\_, 20\_\_\_\_ (**Effective Date**).

### Background

TASER is a manufacturer of various TASER® brand products, including conducted electrical weapons, on-officer video and recording devices, and cloud based data storage systems. Agency seeks assistance in deploying and implementing its TASER camera systems and EVIDENCE.com™ service solutions.

### Terms and Conditions

#### 1. Term and Pricing.

a. **Term.** The term of this Agreement commences on the Effective Date.

b. **Service Pricing.** All Services performed by TASER will be rendered in accordance with the fees set forth in a SOW. Agency will pay TASER in accordance with the terms contained in this Agreement unless different payment terms have been identified and agreed upon in a SOW.

c. **Taxes.** Agency is responsible for any sales or use taxes assessed on its payment for Services and Products. TASER will itemize sales or use taxes separately on TASER's invoices. TASER is responsible for all other taxes, duties and fees. If Agency is exempt from taxation for the Services or Products, it must submit an exemption certificate to TASER.

#### 2. Invoicing and Payment Terms.

a. **Services.** TASER will invoice Agency, in accordance with this Agreement or a SOW, for all Services provided. Notwithstanding the foregoing, no terms, provisions or conditions of any purchase order or other business form or written authorization used by Agency will have any effect on, or otherwise modify, the rights, duties or obligations of the parties under this Agreement, other than to state the volume or timing of Services regardless of any failure of TASER to object to such terms, provisions or conditions.

b. **Payment.** All payments for fees and expenses are due net 30 days after the date of invoice. Interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) may be charged on all late payments. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

#### 3. Delivery of Services.

a. **Statements of Work.** Each SOW will define the specific Services to be provided, work schedule, location of Services, fees and expenses and other particulars that will govern the Services under the SOW. Unless any provisions of this Agreement are specifically excluded or modified in a particular SOW, each SOW will be deemed to incorporate all the terms and conditions of this Agreement and may contain additional terms and conditions as the parties may mutually agree too. No SOW will be binding on either party unless executed in writing by each party's authorized representative. If any provision of this Agreement conflicts with a provision of any SOW, then the provision of this Agreement controls.

b. **Hours and Travel.** TASER's personnel will work within Agency's normal business hours. Travel time by TASER's personnel to Agency's premises will not be charged as work hours performed.

c. **Changes to Services.** Changes to the scope of Services set forth in a SOW 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



## Professional Services Agreement

order, signed by both parties.

**d. Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform the Agency Responsibilities. If any failure or delay by Agency to perform any of the Agency Responsibilities prevents or delays TASER's performance of its obligations under this Agreement, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.

**e. Performance Warranty.** TASER warrants that it will perform the Services described in the SOW in accordance with the requirements and specifications set forth in the SOW and will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, Agency will provide TASER with written notice and details of the alleged non-complying Services within seven (7) calendar days after completion of the Services involved. After determination by TASER that the Services were not in conformance to the requirements and specifications of the SOW, TASER will re-perform the non-complying Services at no additional cost.

**4. Agency's Responsibilities.** TASER's successful performance of the Services depends upon Agency's:

**a.** Providing access to the building facilities and where TASER is to perform the Services, subject to safety and security restrictions imposed by the Agency (this includes providing security passes or other necessary documentation to TASER representatives performing the Services permitting them to enter and exit the Agency's premises with laptop personal computers and any other materials needed to perform the Services); Providing suitable workspace with telephone and internet access for TASER's personnel while working at the Installation Site and in Agency's facilities;

**b.** Ensuring that prior to TASER's arrival at the Installation Site that its network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;

**c.** Timely implementation of operating procedures, audit controls, and other procedures necessary for Agency's intended use of the Products;

**d.** Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the Services;

**e.** Making any required modifications, upgrades or alterations to its hardware, facilities, systems and networks related to TASER's performance of the Services prior to TASER's arrival;

**f.** Promptly installing and implementing any and all software updates provided by TASER;

**g.** Ensuring that all appropriate data backups are performed;

**h.** Providing to TASER the assistance, participation, review and approvals described in the SOW and participating in testing of the Products as requested by TASER;

**i.** Providing TASER with remote access to its EVIDENCE.com account when required for TASER to perform the Services;

**j.** Designating a representative who will be the main point of contact for all communication with TASER relative to the SOW and who has the authority to act on the Agency's behalf in matters regarding the SOW;

**k.** Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the SOW (these contacts are to provide background information and clarification of information required to perform the Services);

**l.** Instructing its personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and





## Professional Services Agreement

m. Identifying in advance any holidays, non-work days, or major events that may impact the project.

**5. Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access its relevant computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information it 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.

**6. Site Preparation and Installation.** Prior to delivering any Services identified in a SOW, TASER will provide Agency with 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 Agency or TASER), 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, 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 TASER under this Agreement, including the environmental specifications for such Products, TASER will provide the updates or modifications to the Agency when they are generally released by TASER to its customers.

**7. Liability for Loss or Corruption of Data.** The parties' default obligations concerning the liability for any loss or corruption of data under the SOW are as follows:

a. Agency is responsible for: (i) instituting proper and timely backup procedures for Agency's software and data; (ii) creating timely backup copies of any Agency software or data that may be damaged, lost, or corrupted due to TASER's 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 the Agency's software or data, even if such damage, loss, or corruption is due to TASER's negligence.

b. If, as a direct result of TASER's negligence in performing the Services, Agency's software or data is damaged, lost, or corrupted, TASER will assist Agency in loading the media (e.g., tape) in which Agency stored the backup copy of its software or data onto the server, mainframe, or other computer system to which Agency's software or data is to be restored. The assistance provided by TASER may consist of telephone support to the Agency's personnel performing the software or data restoration. However, TASER's assistance is conditioned upon TASER being notified by Agency within 24 hours of Agency becoming aware that the Agency's software or data has been damaged, lost, or corrupted as a direct result of TASER's negligence in performing the Services. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of the Agency's efforts to restore Agency's software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

c. The section does not apply to Agency data stored on EVIDENCE.com and covered by the EVIDENCE.com Master Service Agreement.

**8. Intellectual Property.** TASER owns all right, title and interest in all Pre-Existing Works and Documentation. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to Agency in connection with the delivery of Services and in accordance with this



## Professional Services Agreement

Agreement.

**9. Confidentiality.** A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this Agreement. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5 year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

**10. Indemnification.** Except to the extent caused by the negligent acts or willful misconduct of Agency, TASER will indemnify, defend and hold the Agency, its officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses and reasonable attorneys' fees, 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 TASER under or related to this Agreement.

**11. Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED HEREIN ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. TASER DOES NOT MAKE AND HEREBY DISCLAIMS, AND AGENCY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS AGENCY'S OBLIGATIONS UNDER SECTION 2.

**12. Insurance.** TASER will maintain at its own expense and in effect during the Term of this Agreement, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance, in duplicate form upon the Agency's request:

- a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury.
- b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit.
- c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which TASER may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

**13. General.**

**a. Non-Discriminatory Employment.** TASER will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. TASER understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes.

**b. Notifications.** Any notice permitted or required under this Agreement will be deemed to have



## Professional Services Agreement

been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.

**c. Force Majeure.** TASER will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond TASER's 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.

**d. Independent Contractors; Non-Exclusive Rights.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or 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.

**e. 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.

**f. Entire Agreement; Modification.** This Agreement, including all attachments and SOWs, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning TASER's provision of the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

**g. Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this Agreement, to consult with counsel, and fully understand the Agreement.

**h. Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that TASER may assign or otherwise transfer this Agreement or any of TASER's rights or obligations under this Agreement without the consent of Agency (a) in connection with a merger, acquisition or sale of all or substantially all of TASER's assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**i. Applicable Law.** The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State in which the Services are performed.

**j. Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

**k. Severability.** This Agreement is contractual and not a mere recital. Sections 1, 3, 4, 10-14 and 16 will continue in force and effect after termination of this Agreement. 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. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**l. Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

**m. Headings.** All headings are for reference purposes only and must not affect the interpretation of the Agreement.

**n. Counterparts.** This Agreement may be executed in several counterparts that together constitute one and the same instrument.

**o. Signatory.** Any signatory to this Agreement warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this Agreement to execute this Agreement on its behalf.



# Professional Services Agreement

## 14. Definitions.

**"Confidential Information"** means any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party's Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this Agreement will be construed as granting the receiving party any right of use, title or interest in the disclosing party's Confidential Information.

**"Installation Site"** means the location(s) described in a SOW where the Products are to be installed by TASER or the Agency (as described in the SOW).

**"Products"** means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by TASER under a SOW.

**"Product User Documentation"** means either (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, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Services"** means the professional services provided by TASER pursuant to this Agreement and described in a SOW.

**"Statement of Work" ("SOW")** means a document executed by both parties which sets forth the Services to be performed by TASER under the terms and conditions set forth in this Agreement.

<b>TASER International, Inc.</b>	<b>Agency:</b> _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Address: 17800 N. 85th Street Scottsdale, AZ 85050 Attn: General Counsel Fax: 480-905-2027 Email: legal@taser.com	Address: _____ _____ _____ Email: _____

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## Statement of Work for Professional Services Agreement

This Statement of Work (**SOW**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and \_\_\_\_\_ (**Agency**). In consideration of the mutual promises contained in the Professional Services Agreement and this SOW, TASER and Agency agree to all terms of this SOW effective as of the date the Agency signs this SOW (**Effective Date**).

**1. Project Overview.** Agency would like assistance in implementing TASER's camera systems and EVIDENCE.com services (collectively the **Products**). TASER proposes to provide its expertise to implement the Products and to work with Agency to provide an understanding of how to best implement and utilize the Products in Agency's organization.

**2. Service Pricing.** For the Services identified in this SOW, Agency will pay a fixed fee of \$ \_\_\_\_\_. All payments are due 30 days after the date of invoice. Amounts paid for Services will expire within 6 months of the Effective date, so all Services must be completed within that time period. Any delays by the Agency may result in additional fees due to TASER, and delay in TASER's completion of the Services. Payment obligations are non-cancelable and amounts paid are non-refundable. All amounts payable under this SOW will be made without setoff or counterclaim, and without any deduction or withholding.

**3. Primary Contacts.** For this SOW the primary contact for each party is as follows:

	Name	Phone	Email
<b>TASER</b>			
<b>Agency</b>			

**4. Scope of Services.** The project scope will consist of the following [*check applicable package*]:

- Premium Plus Services
- Premium Services
- A La Carte Services consisting of \_\_\_\_ number of days for provision of the following Services:

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Description of the Service Packages		
	Premium Plus Services	Premium Services
<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>• Setup AXON® Mobile on smart phones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> </ul>	1 on-site session	virtual assistance



## Statement of Work for Professional Services Agreement

Description of the Service Packages		
	Premium Plus Services	Premium Services
<ul style="list-style-type: none"> <li>• Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access</li> <li>• Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable)</li> </ul>		
<p><b>ETM installation</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary</li> <li>• Authenticate ETM with EVIDENCE.com using "admin" credentials from Agency</li> <li>• Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment</li> </ul>	on-site assistance	virtual assistance
<p><b>Dedicated Project Manager</b></p> <p>Assignment of a specific TASER representative for all aspects of planning the Product roll out (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to roll out.</p>	✓	✓
<p><b>Weekly project planning meetings</b></p> <p>Project Manager will develop a Microsoft® Project plan for the roll out of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of roll out and Agency's desired level of training. Up to 4 weekly meetings leading up to the ETM installation of not more than 30 minutes in length.</p>	✓	✓
<p><b>Best practice implementation planning session 1 on-site session to:</b></p> <p>Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies</p> <p>Discuss importance of entering meta-data in the field for organization purposes and other best practice for digital data management</p> <p>Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services</p> <p>Create project plan for larger deployments</p> <p>Recommend roll out plan based on review of shift schedules</p>	✓	
<p><b>System Admin and troubleshooting training sessions</b></p> <p>2 on-site sessions - each providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for EVIDENCE.com.</p>	✓	



## Statement of Work for Professional Services Agreement

Description of the Service Packages		
	Premium Plus Services	Premium Services
<b>AXON instructor training</b> Prior to general user training on AXON camera systems and EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency
<b>End user go live training and support sessions</b> Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.	6 on-site sessions	3 on-site sessions
<b>Implementation document packet</b> EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓	✓
<b>Post go live review session</b>	on-site assistance	virtual assistance

**5. Out of Scope Services.** TASER is responsible to perform only the Services described above in Section 4. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope.

**6. Key Assumptions.** The Services, fees, and delivery schedule for this project are based on the following assumptions:

- a. Agency's relevant systems are available for assessment purposes prior to TASER's arrival at the Installation Site.
- b. All work will be performed by TASER's personnel during normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed to in advance.
- c. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by TASER and Agency.
- d. Agency representatives will be available to provide timely and accurate information.

**7. Acceptance Checklist.**

- a. TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Services. Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed.



# Statement of Work for Professional Services Agreement


b. If Agency reasonably believes that TASER did not complete the Services in substantial conformance with this SOW, Agency will notify TASER in writing of its specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to Agency. TASER will address Agency's issues and then will re-present the Checklist for Agency's approval and signature.

c. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from Agency within 7 calendar days of delivery of the Checklist to Agency, the absence of Agency's response will constitute the Agency's affirmative acceptance of the Services, and a waiver of any Agency right of rejection.

8. **General.** Any changes to this SOW must be agreed to in writing by both parties. All parties understand and acknowledge that this SOW identifies the work to be performed and the associated pricing, and further acknowledges that actual work is not authorized to begin until TASER receives the signed Quote and/or the Agency's Purchase Order that includes the Services. Any signatory to this SOW warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this SOW to execute this SOW on its behalf.

<b>TASER International, Inc.</b>	<b>Agency:</b> _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	<b>Signature Date:</b> _____
Address:	Address:
17800 N. 85th Street	_____
Scottsdale, AZ 85050	_____
Attn: General Counsel	_____
Fax: 480-905-2027	Phone: _____
Email: legal@taser.com	Email: _____

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# City of San Leandro

Meeting Date: May 5, 2014

## Resolution - Council

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**File Number:** 14-110

**Agenda Section:** ACTION ITEMS

**Agenda Number:**

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Sandra Spagnoli  
Chief of Police

**FINANCE REVIEW:** David Baum  
Finance Director

**TITLE:** RESOLUTION Approving the Purchase of and Authorizing Execution of a 5-Year Contract for Eighty (80) Body Worn Digital Video Cameras and a Digital Management System from Taser International (approves acquisitions in an amount not to exceed \$441,306.82 over a 5-year period)

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WHEREAS, agreements between the City of San Leandro and Taser International have been presented to this City Council; and

WHEREAS, the agreements involve fiscal year 2014-15 appropriations of \$59,724.448 for purchase of the 80 body worn digital cameras, and \$68,072.64 for services related to a digital cloud storage management system using account 010-21-004-7410 for \$75,000 and account 150-21-011-7410 for \$52,797.08; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreements.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said agreements in an amount not to exceed \$441,306.82 over a 5-year period are hereby approved and execution by the City Manager is hereby authorized; and
2. That the original executed agreements shall be attached to and made a part of this resolution.