



**County of Santa Clara  
Office of the Sheriff**

84164 A

**DATE:** January 10, 2017  
**TO:** Board of Supervisors  
**FROM:** Laurie Smith, Sheriff  
**SUBJECT:** Body Worn Cameras

**RECOMMENDED ACTION**

Consider recommendations relating to Body Worn Cameras. (Office of the Sheriff)

Possible action:

- a. Receive Anticipated Surveillance Impact Report for Body Worn Cameras.
- b. Adopt finding that the benefits of the surveillance technology outweigh the costs pursuant to Section A40-4 of the Santa Clara County Ordinance Code.
- c. Approve Proposed Surveillance Use Policy for Body Worn Cameras for Office of the Sheriff, that has been reviewed and approved by County Counsel as to form and legality.
- d. Approve Request for Appropriation Modification No. 113 - \$1,136,002 transferring \$721,492 from the Special Programs Budget and transferring \$414,510 from the Information Services Department budget to the Office of the Sheriff and Sheriff-DOC Contract budgets, relating to the addition of four positions, training, and equipment to support the body worn camera program. (Roll Call Vote)

**FISCAL IMPLICATIONS**

There are no fiscal implications associated with the approval of Recommended Actions A, B, and C.

Approval of Recommended Action D would increase revenues and expenditures in the amount of \$1,136,002 in the Sheriff's Office Fiscal Year 2017 budget. The funding increase would support \$414,510 in equipment costs; \$422,000 in one-time overtime costs related to training; and \$299,492 salary costs in Fiscal Year 2017.

The salary and equipment costs for Fiscal Year 2018 would be incorporated in the County Executive's Recommended Budget for Fiscal Year 2018.

**Equipment Costs**

In the FY2016 Recommended Budget, the County allocated a one-time funding of \$750,000 and an ongoing funding of \$17,000 to equip Sheriff's Office enforcement staff and Probation Department armed staff with body-worn cameras under the Special Programs and Reserves budget. In the FY2017 Recommended Budget, the County allocated \$715,000 and projected an additional \$500,000 over a three-year period to equip Custody Bureau and Consumer Environmental Protection Agency staff with body-worn cameras under the Information Services Department budget.

The total five-year cost of the equipment including licensing, storage and other related costs is \$3,900,684. The contract amount of \$3,980,684 includes \$80,000 in contingency fees that are not guaranteed to the vendor.

The total five-year cost of the contract would exceed the total allocated budget for body-worn cameras. Based on an implementation schedule that is projected to begin in January 2017, equipment costs would be \$414,510 for Fiscal Year 2017, \$979,098 for Fiscal Year 2018, and \$835,692 each for Fiscal Years 2019, 2020 and 2021. Additional funding would be required to cover equipment costs for Fiscal Years 2019, 2020, and 2021.

	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	Fiscal Year Total	
02/09/17	\$ 250,617					\$ 414,510	FY17
06/07/17	\$ 163,893						
09/12/17	\$ 102,432					\$ 979,098	FY18
12/10/17	\$ 40,974						
02/09/18		\$ 835,692				\$ 835,692	FY19
02/09/19			\$ 835,692				
02/09/20				\$ 835,692		\$ 835,692	FY20
02/09/21					\$ 835,692		
	\$ 557,916	\$ 835,692	\$ 835,692	\$ 835,692	\$ 835,692	\$ 3,900,684	

### Salary and Overtime Costs

The funding increase would support FY 2017 Personnel Costs of \$721,492:

- One-time overtime costs for training. Use of the body-worn cameras would eventually be part of the Academy curriculum for new deputies.

FY17	185,000	Overtime for Training - Enforcement
	237,000	Overtime for Training - Custody
	<b>422,000</b>	<b>Total One-Time Overtime Costs</b>

- Addition of one Deputy Sheriff and two Senior Training & Staff Development Specialist or Sheriff's Training Specialist positions in the Office of the Sheriff, and one Sheriff's Correctional Deputy or Correctional Officer position in the Sheriff-DOC Contract.

FY 17	216,880	1 Dep. Sheriff, 2 Sr. Trng. & Staff Dev. positions
	82,612	1 Sheriff's Correctional Dep - or - Correctional Officer
	<b>299,492</b>	<b>Total Salary Costs</b>

### REASONS FOR RECOMMENDATION

Pursuant to Section A40-2(b) of the Santa Clara County Ordinance Code, the Sheriff's Office must notify and obtain approval from the Board at a properly-noticed public meeting on the regular calendar before acquiring new surveillance technology.

Pursuant to Section A40-4 of the Santa Clara County Ordinance Code, "...the Board shall assess whether the benefits to the impacted County department(s) and the community of the surveillance technology outweigh the costs-including both the financial costs and reasonable concerns about the impact on and safeguards for privacy, civil liberties, and civil rights." In their report submitted to the Board of Supervisors on September 15, 2015, the County Executive's Office and County Counsel's Office noted that empirical research links the use of body-worn cameras to improved officer behavior, improved citizen behavior, improved public perceptions of the police, reduction in the number of use of force incidents by officers, reduction in the degree of force used by officers, decrease in the number of citizen complaints, expedited resolution of citizen complaints that are filed, and increased ease in resolving citizen complaints. Additionally, body-worn cameras could be used as an additional resource to more effectively investigate allegations and incidents in the field or in the jails and is expected to save on costs associated with addressing those allegations and incidents.

The additional positions would provide ongoing support for operational needs such as developing and updating training courses, providing training, systematically tracking and responding to records requests, coordinating policy compliance review meetings, and assisting with investigations. Two of the four positions must be sworn deputies because they will also serve as the department's subject matter training experts when providing testimony in court cases, and because body-worn camera training requires an element of job knowledge and experience in order to incorporate real-life experiences into the training curriculum.

### **CHILD IMPACT**

The recommended action will have no/neutral impact on children and youth.

### **SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

### **SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

### **BACKGROUND**

On December 16, 2014 the Board directed Administration to report on the feasibility and desirability of using body-worn cameras by the Santa Clara County Sheriff's Office.

On September 15, 2015 the County Executive's Office and County Counsel's Office submitted a report to the Board regarding the feasibility and advisability of the Sheriff's Office using body-worn cameras.

The County's Adopted Budget for Fiscal Year 2016 included a one-time funding of \$750,000 and an ongoing allocation of \$17,000 for the implementation and maintenance of body-worn cameras for the Sheriff's Office enforcement staff and Probation Department armed staff. It also included ongoing funding for one Information Systems Technician II position in the

Sheriff's Office to support the growing number of video capture devices, as well as digital media information requests.

The County's Adopted Budget for Fiscal year 2017 included a one-time funding of \$715,000 to implement body-worn cameras for badge personnel in the Sheriff's Office Custody Bureau and Consumer and Environmental Protection Agency to increase accountability and transparency in the communities they serve. The project was expected to be executed in two phases over the course of three years. The total three-year project cost was estimated at \$1,215,000. It also included ongoing funding for one Sheriff's Sergeant position to support the ongoing operations of body-worn cameras for the Department of Correction and the Sheriff's Office.

On June 21, 2016 the Board adopted the Surveillance-Technology and Community-Safety Ordinance. The related legislative file included a notation that County Administration had suspended the acquisition of all surveillance equipment until the Board approved the ordinance, and that a reserve in the FY 2017 budget has been established to allow projects to move forward with the understanding that they must comply with the ordinance.

On July 12, 2016 the Sheriff's Office informed the Procurement Department that it wanted to acquire body-worn cameras for use by deputies in the field and by correctional officers in the jails. The Procurement Department worked with the Sheriff's Office to develop a Request for Proposal.

On November 21, 2016 the Sheriff's Office conducted a Body-Worn Camera Community Meeting in the City of Cupertino. The meeting was attended by members of the public, including representatives from the People Acting in Community Together (PACT) organization. Other than questions regarding obtaining a copy of the policy and the implementation date for the correctional facilities, the public was supportive of implementing the use of body-worn cameras.

### **CONSEQUENCES OF NEGATIVE ACTION**

The Sheriff's Office would not be able to move forward with the implementation of body-worn cameras.

### **LINKS:**

- **Linked From:** 84213 : Adoption of Salary Ordinance No. NS-5.17.70 amending Santa Clara County Salary Ordinance No. NS-5.17 relating to compensation of employees adding one Deputy Sheriff position and two Senior Training and Staff Development Specialist or Sheriff's Training Specialist positions in the Office of the Sheriff, and adding one Sheriff's Correctional Deputy or Correctional Officer position in the Sheriff-DOC Contract. (Office of the Sheriff)
- **Linked To:** 83832 : Approve Agreement with Taser International, Inc., relating to providing body worn cameras and an evidence management system and related accessories, maintenance, and support services in an amount not to exceed \$3,980,684 for period December 13, 2016 through December 12, 2021, that has been reviewed and approved by County Counsel as to form and legality. (Procurement Department)

**ATTACHMENTS:**

- BWC - Anticipated Surveillance Impact Report (PDF)
- BWC - Proposed Use Policy (PDF)
- F85#113 BU230 Body Worn Cameras(PDF)

# County of Santa Clara

## Office of the Sheriff

### Body Worn Camera (BWC)

### Anticipated Surveillance Impact Report

#### I. Information Describing the BWC System and How It Works

The BWC system consists of three main components: The camera itself, the docking station, and the Evidence Management System (EMS) software.

##### Camera

The first and most visible component of the BWC system is the camera itself, which is usually about the size and shape of a pack of standard playing cards. The camera is designed to be affixed to a deputy's uniform and is powered by an internal rechargeable battery. The deputy can start and stop recording by pressing a button on the face of the camera. The camera does not contain a screen, so video recorded by the camera cannot be displayed on it.

Some models come with a separate camera and battery pack, in which case the camera is approximately the size and shape of a tube of lipstick and is designed to be affixed to the user's glasses. The camera is connected to a battery pack worn on the user's belt with a cable. These models allow the camera to more closely capture the same field of view that is seen by the user, since the camera moves with the user's head and is aligned with the user's eyes.



*Examples of various styles of BWCs*

##### Docking Station

The second component of the camera is the docking station, which serves two purposes simultaneously: recharging the camera's battery and retrieving captured video from the camera. Both tasks are done automatically when the camera is inserted into the docking station. When the camera has finished delivering its stored videos to the EMS, the videos are deleted from the camera. Docking stations are permanently installed in appropriate work areas, and typically hold between one and ten cameras.

##### EMS

The third component of the system is the Evidence Management System (EMS). All video footage is uploaded to the EMS via the docking station. The EMS is typically located in cloud-based data centers for security, scalability, and ease of administration. Users can add metadata to existing videos such as associated case numbers, incident type, incident dispositions, etc. to make the videos easier to find. However, once uploaded to the EMS, the videos themselves cannot be altered by the user. Users can view only those videos that the system administrator has granted permission to view. The video library includes a

mechanism to copy videos to external media. Video retention settings, system administration settings, and user permissions are all set in the video library component.

## II. Proposed Purpose

The primary objective of the BWC system is to document deputy contacts, arrests, and critical incidents. Video footage collected by the BWCs will be used as evidence in both criminal and administrative investigations.

While performing their day-to-day tasks, a deputy will encounter the public under all types of situations. In instances where the interaction does not contain an element of suspicion that criminal activity is afoot, the policy would not mandate the use of BWC. However, in instances where the deputy might be expected to take law enforcement action of any kind, the deputy is expected to record the encounter for the benefit of both the deputy and the member of the public.

The BWC would be used when the deputy believes there is probable cause that a crime has been or is about to be committed.

The authorized uses of the BWC system include:

- Video recording investigative contacts with members of the public.
- Using the resulting videos to provide evidence in criminal investigations
- Using the resulting videos to provide evidence in administrative investigations (i.e. allegations of deputy misconduct)
- Using the resulting videos to enhance the accuracy of deputies' reports and testimony in court
- Using the resulting videos to provide additional information for deputy evaluation and training
- Using the resulting videos as training aids, in the event that an incident captured on a recording has training value

Prohibited uses of the BWC system include:

- Recording conversations between other employees without their consent
- Making copies of BWC videos for personal use, or disseminated in any form or manner outside the parameters of the BWC policy
- Removing, dismantling, or tampering with any hardware and/or software component of the BWC system
- Recording the provision of patient care at any hospital or health facility, unless the circumstances dictate the need for BWC activation, such as the patient becoming uncooperative or resistive/assaultive

## III. Locations Where BWCs May Be Deployed

The Sheriff's Office intends to issue one BWC to each deputy in the following divisions:

- Patrol - West Valley
- Patrol - Headquarters
- Patrol - Transit

- Patrol - Parks
- Custody - Elmwood
- Custody - Main Jail
- Civil / Warrants
- Special Operations
- Investigations
- CASU

The cameras will be affixed to the deputies' uniforms for the duration of the deputies' shifts; therefore, they will be used anywhere inside or outside of Santa Clara County that the deputy may go in the course of duty.

#### **IV. Potential Impact on Civil Liberties and Privacy**

With the introduction of BWCs, deputies will record all enforcement contacts with the public. To that end, a deputy could find themselves engaged in their lawful duties in both public and private arenas. Additionally, due to the nature of law enforcement work, a deputy may be required to engage in sensitive conversations with men and women of all ages, including children.

The right to maintain someone's anonymity versus the need to gain information to maintain public safety is of paramount concern. The Sheriff's Office recognizes that all people have a right to privacy and is committed to protecting and safeguarding civil rights by adhering to the strictest requirements of both state and federal law concerning release of audio/video recording technology.

In order to minimize violations of privacy, BWC policy provides that:

1. Deputies should record any incident they feel would be appropriate or valuable to document. Patrol procedures shall require Deputies to activate the BWC.
2. Deputies should inform individuals that they are being recorded whenever possible.
3. Deputies should not activate the BWC and/or use caution when entering a public locker room, changing room, restroom, doctor's or attorney's office, or other place where individuals unrelated to the investigation are present and would have a heightened expectation of privacy unless the deputy is investigating criminal activity or responding to a call for service (i.e., disturbance, etc).
4. Requests for copies of videos be processed pursuant to existing records release policy.

Note: BWC footage will be retained or released in accordance with applicable state and federal law. Criminal defendants will have access to relevant BWC footage via the court discovery process.

5. All employees are forbidden from making copies of BWC footage for personal use.
6. Video files that were accidentally recorded, or which contain confidential, personal or private conversations or images unrelated to any ongoing investigations may be redacted or deleted from the system with proper supervisory approval. The retention period for BWC footage will be consistent with the Sheriff's retention policy.



## V. Fiscal Cost

### Equipment

Year 1	\$ 557,916.00	Bundled cost for equipment, training, and prorated licensing & storage costs  Annual costs that include the Taser Assurance Plan warranty which covers software licensing and unlimited video storage in Evidence.com and coverage for cameras and docking stations, including a replacement of all hardware prior to Year 5 of the contract.
Year 2	\$ 835,692.00	
Year 3	\$ 835,692.00	
Year 4	\$ 835,692.00	
Year 5	\$ 835,692.00	
<b>Total</b>	<b>\$ 3,900,684.00</b>	

### One-Time Personnel Costs

FY17	\$ 185,000.00	Overtime for Training - Enforcement
	\$ 230,000.00	Overtime for Training - Custody
<b>Total</b>	<b>\$ 415,000.00</b>	

### Salary Costs

FY17	\$ 357,065.00	1 FTE Deputy Sheriff 1 FTE Sheriff's Correctional Deputy <u>or</u> Correctional Deputy 2 FTE Senior Training & Staff Development Specialist <u>or</u> Sheriff's Training Specialist
FY18	\$ 735,122.00	
FY19	TBD	
FY20	TBD	
FY21	TBD	

### Potential Source of Funding

General Fund
--------------

# County of Santa Clara

## Office of the Sheriff

### Body Worn Camera (BWC) System

#### Proposed Use Policy

#### I. Purpose

BWCs are small video cameras typically attached to an deputy's clothing, helmet, or sunglasses. They capture, from a deputy's point of view, video and audio recordings of the deputy's activities, including traffic stops, arrests, searches, interrogations, and critical incidents such as deputy-involved shootings. The primary objective of the BWC system is to document deputy contacts, arrests, and critical incidents. Video footage collected by the BWCs will be used as evidence in both criminal and administrative investigations. Video footage not relevant to any investigation will be discarded after a defined retention period.

#### II. Authorized Uses

Authorized uses of the BWC system include:

- Video recording investigative contacts with members of the public.
- Using the resulting videos to provide evidence in criminal investigations
- Using the resulting videos to provide evidence in administrative investigations (e.g., allegations of deputy misconduct)
- Using the resulting videos to enhance the accuracy of deputies' reports and testimony in court
- Using the resulting videos to provide additional information for deputy evaluation and training
- Using the resulting videos as training aids, in the event that an incident captured on a recording has training value

Regarding BWC use:

- Deputies should record any incident they feel would be appropriate or valuable to document.
- Deputies should inform individuals that they are being recorded whenever possible.
- Deputies should not activate the BWC and/or use caution when entering a public locker room, changing room, restroom, doctor's or attorney's office, or other place where individuals unrelated to the investigation are present and would have a heightened expectation of privacy unless the deputy is investigating criminal activity or responding to a call for service (i.e., disturbance, etc.)
- Video files that were accidentally recorded, or which contain confidential, personal or private conversations or images unrelated to any ongoing investigations may be redacted or deleted from the system only after an email request from the affected deputy is thoroughly reviewed and approved by his/her Division Commander or designee.

Prior to using the BWC system, users must be trained according to their role (e.g., BWC users who record video footage during the course of their duties; an investigator who reviews videos recorded by others; or both) according to a training curriculum developed by the BWC vendor and the Sheriff's Office. Training will include field applications, a review of the proper function and use of recording devices, recommended

times to employ the system to include incidents of mandatory use, and agency policy and procedures as they pertain to the use of the BWCs. A written record of the training provided will be completed by the trainer and maintained in the deputy's training file.

Prohibited uses of the BWC system include:

- Using the BWC system for personal purposes
- Recording conversations between other employees without their consent
- Making copies of BWC videos for personal use, or disseminating those videos in any form or manner outside the parameters of the BWC policy
- Removing, dismantling, or tampering with any hardware and/or software component of the BWC system
- Recording the provision of patient care at any hospital or health facility, unless the circumstances dictate the need for BWC activation, such as the patient becoming uncooperative or resistive/assaultive

### III. Data Collection

The BWC collects video and audio recordings of events occurring in the user's presence. As each video is created, the system automatically stamps the video with the current date / time and the camera user's identity. The user has the option to add metadata manually to existing recordings after they are created. Such metadata may include but is not limited to:

- Category of contact (from Sheriff's' Office defined list)
- Disposition of contact (arrest, citation, etc.)
- Associated case number

Any data obtained through the BWC footage must be used and handled pursuant to this policy.

### IV. Data Access

The following people may access video footage collected by the BWC:

- Deputies may review BWC footage for their involvement in an incident, in order to complete a criminal investigation and/or prepare official reports. In situations involving an "Officer Involved Incident" as defined by the Santa Clara County Chief's Protocol or a case involving serious bodily injury, the involved deputy will provide an initial statement to investigators prior to reviewing any recorded footage of the incident.
- Deputies may review BWC footage prior to courtroom or deposition testimony.
- A supervisor may review a specific incident. Supervisors will also randomly audit BWC recordings on a monthly basis to ensure that the equipment is operating properly and that deputies are using BWC's appropriately and in accordance with policy and procedure.
- A detective or investigator who is participating in an official investigation, such as a criminal investigation, a personnel complaint, or an administrative inquiry
- Others, with the permission of a supervisor if they are participating in an official investigation or for other official reasons.

- Command staff who review incidents and investigations as part of their duties.

Prior to accessing BWC footage, Sheriff's Office employees will be required to complete training in both the use of the technology and the policy governing such use. Additionally, an account must be created for the user in the system.

BWC data is treated as evidence, and as such a chain of custody is established by the Evidence Management System (EMS). This chain of custody is represented via an audit trail, which cannot be altered. The audit trail will show what video files were viewed, by whom, and in some cases at which terminal.

## V. Data Protection

BWC data will be uploaded to a Criminal Justice Information System (CJIS) compliant off-site Evidence Management System (EMS) managed by the BWC vendor. CJIS standards include very strict requirements for data security, including at-rest encryption, strict access control to the physical data center, and background checks for all employees who have access to the servers. The system contains detailed configurable permissions limiting access to specific groups of videos to authorized users. An audit log is maintained of all access to video footage.

Once a successful upload of the data to the EMS has occurred, the uploaded data will be evaluated and authenticated. At this point, all the data on the BWC device will be automatically deleted. The stored data will be held in the EMS for the data retention period explained below. The BWCs will be stored in restricted areas not accessible to the general public. Except for a brief period while the BWCs are uploading their data, BWCs stored in this manner will have no data stored on them.

## VI. Data Retention

BWC videos stored in the EMS may be retained for a maximum of one year. If the footage is determined to be evidence, it will be copied onto removable storage, added to the related case file, and maintained in strict accordance with applicable state or federal evidentiary laws. The video will then remain on the EMS for the remainder of the one-year period to serve as back-up in case the downloaded copy becomes corrupted. All data will be automatically purged from the EMS one year after it is uploaded.

## VII. Public Access

BWC footage will be retained or released in accordance with applicable state and federal law. Criminal defendants will have access to relevant BWC footage via the court discovery process. BWC footage shall be made available to the public or deemed exempt from public disclosure pursuant to state and/or federal law.

In addition, BWC footage may be available to parties in civil litigation or traffic-court matters, in response to a subpoena. BWC footage may also be available pursuant to Court Order.

## VIII. Third-Party Data-Sharing

The Evidence Management System is customizable and can allow or deny any level of data-sharing. Sheriff's Office limits but recognizes the need for data-sharing. The following agencies or situations are some of the potential third party data-sharing:

- Other law enforcement agencies with respect to a criminal investigation

- District Attorney's Office for use as evidence to aid in prosecution, in accordance with the laws governing evidence
- An outside administrative investigator who has been retained by Administration

## IX. Training

Training will be conducted by the vendor for authorized users, and will cover the operation of the camera and the software necessary to view the recorded BWC footage. Training conducted by the Sheriff's Office will cover the applicable policy governing the use of the BWC system and operation of the BWC equipment and software. The Sheriff's Office estimates 1,200 deputies will initially need training, followed by ongoing training of approximately 50 new users every year. Additional training for newly hired deputies within the Corrections Bureau or Enforcement Bureau will also be necessary.

## X. Oversight

The BWC Unit is a branch of the Sheriff's Training and Compliance Division. The Unit is supervised by a Sergeant, who is charged with ensuring compliance with policy. As previously mentioned, the BWC system tracks the viewing of videos down to the user and device level. Sheriff's Office procedures call for first-line supervisors to randomly review BWC footage on a monthly basis to ensure compliance with policy. Violations of BWC policy will be treated in accordance with established Sheriff's Office discipline procedures.

Approved as to Form and Legality



Rob Coelho  
Office of the County Counsel

**County Of Santa Clara**  
**Request For Appropriation Modification**  
**Fiscal Year =2017**

F-85 # 113

<u>Line#</u>	<u>Fund</u>	<u>Budget Unit</u>	<u>Cost Center</u>	<u>GLA</u>	<u>Description</u>	<u>Job Code</u>	<u>Funded Program</u>	<u>Revenues</u>	<u>Expenditures</u>
1	0001	0119	1001	5255500	Contract Services			0.00	(721,492.00)
2	0001	0145	2612	5851000	One Time Funded Project		T14517CAMR	0.00	(414,510.00)
3	0001	0230	3924	5101000	Permanent Employees	B23		0.00	94,764.00
4	0001	0230	3924	5101000	Permanent Employees	U64		0.00	46,058.00
5	0001	0230	3924	5102000	Salaries Without Benefits			0.00	6,099.00
6	0001	0230	3924	5103000	Overtime			0.00	185,000.00
7	0001	0230	3924	5105500	Uniform Allowance	U64		0.00	354.00
8	0001	0230	3924	5110100	Retiree Medical Insurance	B23		0.00	5,884.00
9	0001	0230	3924	5110100	Retiree Medical Insurance	U64		0.00	2,942.00
10	0001	0230	3924	5110200	Health Insurance	B23		0.00	15,582.00
11	0001	0230	3924	5110200	Health Insurance	U64		0.00	7,655.00
12	0001	0230	3924	5110300	Unemployment Insurance	B23		0.00	106.00
13	0001	0230	3924	5110300	Unemployment Insurance	U64		0.00	15.00
14	0001	0230	3924	5110400	FICA - Employer Share	B23		0.00	5,876.00
15	0001	0230	3924	5110500	Medicare Tax - Employer Share	B23		0.00	1,374.00
16	0001	0230	3924	5110500	Medicare Tax - Employer Share	U64		0.00	673.00
17	0001	0230	3924	5110600	PERS-Employer Paid Employer Contribution	B23		0.00	10,392.00
18	0001	0230	3924	5110600	PERS-Employer Paid Employer Contribution	U64		0.00	16,816.00
19	0001	0230	3924	5110610	PERS - UAAL Contrib - Misc	B23		0.00	1,232.00
20	0001	0230	3924	5110620	PERS - UAAL Contrib - Safety	U64		0.00	1,295.00
21	0001	0230	3924	5110700	Workers' Compensation	B23		0.00	2,802.00
22	0001	0230	3924	5110700	Workers' Compensation	U64		0.00	3,060.00
23	0001	0230	3924	5851000	One Time Funded Project		T230BWCPRO	0.00	414,510.00

Attachment: F85#113 BU230 Body Worn Cameras (84164 : Body Worn Cameras)

**County Of Santa Clara  
Request For Appropriation Modification  
Fiscal Year =2017**

F-85 # 113

<u>Line#</u>	<u>Fund</u>	<u>Budget Unit</u>	<u>Cost Center</u>	<u>GLA</u>	<u>Description</u>	<u>Job Code</u>	<u>Funded Program</u>	<u>Revenues</u>	<u>Expenditures</u>
24	0001	0235	3124	5101000	Permanent Employees	T84		0.00	40,744.0
25	0001	0235	3124	5102000	Salaries Without Benefits			0.00	5,436.0
26	0001	0235	3124	5103000	Overtime			0.00	230,000.0
27	0001	0235	3124	5105500	Uniform Allowance	T84		0.00	375.0
28	0001	0235	3124	5110100	Retiree Medical Insurance	T84		0.00	2,942.0
29	0001	0235	3124	5110200	Health Insurance	T84		0.00	7,655.0
30	0001	0235	3124	5110300	Unemployment Insurance	T84		0.00	13.0
31	0001	0235	3124	5110500	Medicare Tax - Employer Share	T84		0.00	596.0
32	0001	0235	3124	5110600	PERS-Employer Paid Employer Contribution	T84		0.00	14,898.0
33	0001	0235	3124	5110620	PERS - UAAL Contrib - Safety	T84		0.00	1,147.0
34	0001	0235	3124	5110700	Workers' Compensation	T84		0.00	2,707.0
35	0001	0240	3400	5103000	Overtime			0.00	7,000.0
<b>Grand Total :</b>								<b>0.00</b>	<b>0.0</b>

**Form ID# Included:**

,12338,12133,12135,12321

Attachment: F85#113 BU230 Body Worn Cameras (84164 : Body Worn Cameras)



**County of Santa Clara  
Procurement Department**

---

83832 C

**DATE:** January 10, 2017

**TO:** Board of Supervisors

**FROM:** Jenti Vandertuig, Director of Procurement

**SUBJECT:** Body Worn Cameras and Evidence Management System

**RECOMMENDED ACTION**

Approve Agreement with Taser International, Inc., relating to providing body worn cameras and an evidence management system and related accessories, maintenance, and support services in an amount not to exceed \$3,980,684 for period December 13, 2016 through December 12, 2021, that has been reviewed and approved by County Counsel as to form and legality. (Procurement Department)

**FISCAL IMPLICATIONS**

There is no fiscal impact associated with this contract. Funding for this contract has been approved in the Fiscal Year 2015-16 and 2016-17 Recommended Budgets. Additional funding for ongoing costs associated with this contract will be included in the FY 2017-18 Recommended Budget.

**REASONS FOR RECOMMENDATION**

In August 2016, the Office of the Sheriff submitted a request to the County Procurement Department to conduct a Request for Proposal (RFP) for body-worn cameras and evidence management system, and related accessories, maintenance and support/services. The purpose of the RFP was to select a vendor whose proposal is within the competitive range and could offer the best value to the County. At the request of the Board of Supervisors and the County Executive, the Procurement Department provided a report to the Board regarding the acquisition of body worn cameras and related services at the August 16, 2016 Board meeting. The Board directed the Administration to solicit expeditiously.

As planned, the Office of the Sheriff and Procurement developed the RFP and on August 31, 2016, RFP-PRO-FY17-0028 was posted on BidSync, the County's current bid management system for RFPs. Two addenda were posted to make amendments to the RFP and to respond to questions received in a timely manner. The RFP closed on September 28, 2016. Five proposals were received by the RFP closing date and time. The RFP included business and



technical mandatory requirements and proposers were informed that their proposal must meet all of the mandatory requirements in order to be considered.

During the proposal evaluation phase, the Evaluation Committee (EC), comprised of two Information Systems (IS) experts and four law enforcement officials from the Office of the Sheriff, eliminated four of the five proposers due to their inability to meet the mandatory requirements. Therefore, TASER was the only proposer moved forward to final negotiations. After completing final negotiations, it was determined that TASER provided a proposal that was within the competitive and budgetary range. TASER did not qualify for local business preference; and local preference was not a decisive factor in the award of the proposed contract.

Pursuant to the conclusion of cost, business and legal terms and conditions negotiations with TASER, the Procurement Department issued a Notice of Intent to Award to all the suppliers who responded to the RFP. In accordance with the RFP provisions, the suppliers had five business days to file a protest.

The maximum value for a five year contact is \$3,980,684 which includes \$80,000 of contingency fees which would allow the Office of the Sheriff to make additional purchases of contracted goods and related services during the five year term, if necessary. The Countywide agreement can be utilized by other departments who have a need to procure body worn cameras and related services as approved by the Board. Procurement has successfully negotiated approximately \$967,877 in cost savings.

### **CHILD IMPACT**

The recommended action will have no/neutral impact on children and youth.

### **SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

### **SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

### **BACKGROUND**

The Office of the Sheriff serves the communities of Cupertino, Los Altos Hills, Saratoga and the unincorporated areas of Santa Clara County. The Office of the Sheriff also maintains contracts with the Valley Transportation Authority and the Santa Clara County Parks Department for law enforcement services. The Office of the Sheriff is also responsible for the safety and security of the Santa Clara Superior Court system and all of its staff and oversees and is responsible for the fifth largest jail system in California, which includes the safety and security of approximately 3,700 inmates who are in custody.

The initial purchaser of the Agreement will be the Office of the Sheriff. Access to the evidence management system may be given to County agencies and/or departments not issued body-worn cameras, such as the District Attorney's Office. It is anticipated that the Office of the Sheriff will be purchasing and implementing 1200 body-worn cameras through a staggered rollout plan. The rollout plan is anticipated to be completed within one year;

however, variables outside the normal span of control may impact this plan and actual quantities purchased.

Other County agencies and departments may purchase through the Agreement with prior written Board of Supervisor approval.

### **CONSEQUENCES OF NEGATIVE ACTION**

The Office of the Sheriff would not implement body-worn cameras and evidence management system.

### **STEPS FOLLOWING APPROVAL**

Return one copy of the executed Agreement to the County Procurement Department.

### **LINKS:**

- Linked From: 84164 : Consider recommendations relating to Body Worn Cameras. (Office of the Sheriff)

### **ATTACHMENTS:**

- 5500002840 TASER Agreement (PDF)



# County of Santa Clara

Office of the County Executive  
Procurement Department

2310 N. First Street, Suite 201  
San Jose, CA 95131-1040

Telephone 408-491-7400 • Fax 408-491-7496

## AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND TASER INTERNATIONAL, INC FOR GOODS AND RELATED SERVICES

This agreement is entered into by and between the County of Santa Clara (the "County") and TASER International, Inc ("Contractor" or "Vendor") (the "Agreement").

On January 10, 2016, the Board of Supervisors approved this Agreement:

### KEY PROVISIONS

<b>AGREEMENT TITLE:</b>	Body Worn Cameras and Evidence Management System and related maintenance, accessories, and support/services.
<b>AGREEMENT NUMBER:</b>	5500002840
<b>AGREEMENT TERM:</b>	December 13, 2016 through December 12, 2021, unless terminated earlier or otherwise amended with option by County.
<b>AUTHORIZED USER:</b>	All County agencies and departments with prior written approval by the Board of Supervisors.  Office of the Sheriff 55 W. Younger Avenue San Jose, California 95110
<b>COUNTY DEPARTMENT CONTACT:</b>	Pollyanna Hui at 408-808-4646 or <a href="mailto:pollyanna.hui@sheriff.sccgov.org">pollyanna.hui@sheriff.sccgov.org</a> Peter Robinson at 408-808-4610 or <a href="mailto:peter.robinson@sheriff.sccgov.org">peter.robinson@sheriff.sccgov.org</a> Fabian DeSantiago at 408-808-4610 or <a href="mailto:Fabian.desantiago@sheriff.sccgov.org">Fabian.desantiago@sheriff.sccgov.org</a>
<b>SUPPLIER:</b>	TASER International, Inc. 17800 North 85 <sup>th</sup> Street Scottsdale, Arizona 85255
<b>SUPPLIER CONTACT:</b>	Chad Kapler 408-480-9539 or <a href="mailto:ckapler@taser.com">ckapler@taser.com</a>

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian  
County Executive: Jeffrey V. Smith

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

**SUPPLIER NUMBER:** 1014959

**PURPOSE:** To establish a contract with TASER International, Inc to provide body worn cameras and evidence management system and related maintenance, accessories, and support/services.

**TAX STATUS:** Non-taxable services and Cloud subscription/Taxable goods.

**PAYMENT TERMS:** Net 45 days

**TOTAL AGREEMENT VALUE:** Not to Exceed \$3,980,684.

**COUNTY CONTRACT ADMINISTRATOR:** Julie Toy, 408-491-7407 or [Julie.toy@prc.sccgov.org](mailto:Julie.toy@prc.sccgov.org)

**REFERENCE:** The following exhibits are incorporated and constitute a material part of the Agreement:

- Exhibit A: County of Santa Clara Amended Terms and Conditions for Agreement for Goods and Related Services.
- Exhibit B: Price Summary
  - Appendix B-1 – Five Year Pricing and Compensation Plan
- Exhibit C: Statement of Work
  - Appendix C1 – Hardware and System Requirements
  - Appendix C2 – Preliminary Project Plan
  - Appendix C3 – Evidence.com Plans
  - Appendix C4 – User Acceptance Testing
  - Appendix C5 - Milestone and Deliverables Acceptance Form
  - Appendix C6 – Final System Acceptance Certificate
- Exhibit D: TASER Master Services and Purchasing Agreement
- Exhibit E: TASER Evidence.Com Terms of Use
- Exhibit F: Professional Services
- Exhibit G: TASER Assurance Plan
- Exhibit H: Axon Integration Services
- Exhibit I: Insurance Requirements
- Exhibit J: Business Associate Agreement
- Exhibit K: County’s Travel Policy
- Exhibit L: Vendor Remote Access
- Exhibit M: User Responsibility Statement

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

**COUNTY OF SANTA CLARA**

\_\_\_\_\_  
Dave Cortese, President  
Board of Supervisors

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

**ATTEST**

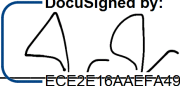
\_\_\_\_\_  
Megan Doyle  
Clerk of the Board of Supervisors

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

**APPROVED AS TO FORM AND LEGALITY**

DocuSigned by:  
*Robert Nakamae* 11/9/2016  
\_\_\_\_\_  
797E74E07E8345C...  
Robert Nakamae Date  
Deputy County Counsel

**CONTRACTOR**

By:  DocuSigned by:  
ECE2E10AAEFA494...

Print: Josh Isner

Title: EVP Sales

Date: 11/10/2016

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

**EXHIBIT A**  
**COUNTY OF SANTA CLARA AMENDED TERMS AND CONDITIONS**  
**FOR AGREEMENT FOR GOODS AND RELATED SERVICES**

**1. NON-EXCLUSIVE AGREEMENT**

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

**2. PRODUCTS**

Contractor agrees to provide the County all goods on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship goods. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. COUNTY'S ACCEPTANCE OF CONTRACTOR'S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT.

Contractor shall provide to the County, all documentation and manuals relevant to the goods to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of goods or concurrently with the delivery of goods.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable goods and services.

County does not guarantee any minimum orders.

### **3. NECESSARY ACTS AND FURTHER ASSURANCES**

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

### **4. COUNTING DAYS**

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

### **5. PRICING**

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit B and Appendix B-1 of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers its general customer base special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County for any future orders or for any remaining payments at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing. In no event, shall such price reduction be applied retroactively.

### **6. MODIFICATION**

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by County's Procurement Director.

### **7. TIME OF THE ESSENCE**

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. In the event that the Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

## **8. HAZARDOUS SUBSTANCES**

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

## **9. SHIPPING AND RISK OF LOSS**

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

## **10. INSPECTION AND RELATED RIGHTS**

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a



reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

## **11. ADJUSTMENT BY COUNTY**

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Purchasing Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

## **12. INVOICING**

Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

### 13. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year.

### 14. PAYMENT

The County's standard payment term shall be Net 45, unless otherwise agreed to by the parties. Payment shall be due Net 45 days from the date of receipt and approval of correct and proper invoices.

Notwithstanding the standard payment term set forth above, the parties agree that the Payment Term for this Agreement shall be the term set forth in the Key Provisions section of the Agreement above. If the Payment Term is a prompt payment discount term, then payment shall be made accordingly. For example, if the Payment Term is 2.25% 10 Net 45, payment shall be due 10 days from the date the County receives and approves the correct and proper invoice, but no later than 45 days from that date, and the County would take a discount of 2.25% of the total amount of the invoice if the payment is made in 10 days. The parties also agree that notwithstanding the Payment Term set forth in the Key Provisions section of the Agreement, that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

### 15. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

**16. LATE PAYMENT CHARGES OR FEES**

The Contractor acknowledges and agrees that the County will not pay late payment charges.

**17. DISALLOWANCE**

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

**18. TERMINATION FOR CONVENIENCE**

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving at least thirty (30) days written notice prior to the intended date of termination specifying the effective date and scope of such termination. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services.

**19. TERMINATION FOR CAUSE**

County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the County has the option to

make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor 10 days (or other specified time period by the County) to cure. If, within 10 days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause.

## **20. TERMINATION FOR BANKRUPTCY**

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

## **21. BUDGETARY CONTINGENCY**

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

## **22. DISENTANGLEMENT**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of expiration or termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County's activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or

the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of request.

TASER will not delete any Agency Content as a result of a termination during a period of 365 days following termination. During this 365-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 365-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 365-day period. TASER has no obligation to maintain or provide any Agency Content after this 365-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

The County shall own the video/data contained in the System and can export the data at any time and for any reason. This may be facilitated in a number of ways including bulk export or in the format that is compatible with the County's enterprise database platform, if required by County. Data may be exported in the format that it was recorded (MP4 for Axon captured assets) or via system APIs.

Upon Agreement expiration and/or termination of the Agreement, Contractor shall not delete any of the County's video/data for 365 days. The County may retrieve its video/data at no additional cost. After notification is given by the County, and the data is securely deleted, TASER shall confirm such deletion in writing to the County.

### **23. DISPUTES**

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the Director of Procurement or designee, who shall furnish the decision to the Contractor in writing. The decision of the Director of Procurement or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the Director of Procurement's decision. The Director of Procurement or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise.

### **24. ACCOUNTABILITY**

Contractors will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

### **25. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT**

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor

from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor.

As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

## **26. MERGER AND ACQUISITION**

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee.
- C. Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

## **27. COMPLIANCE WITH ALL LAWS & REGULATIONS**

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

## **28. FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist

activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

## 29. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide

such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

### **30. INDEPENDENT CONTRACTOR**

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

### **31. INSURANCE**

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

### **32. DAMAGE AND REPAIR BY CONTRACTOR**

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within 72 hours of the incident unless the County requests or agrees to an extension or another time frame. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

### **33. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE**

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies



purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

#### **34. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

#### **35. INDEMNITY**

County shall not be liable for, and Contractor shall defend, indemnify and hold harmless County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under its agreement with the County.

#### **36. INTELLECTUAL PROPERTY INDEMNITY**

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

In the event of a judgment or injunction from a court of competent jurisdiction limiting or preventing the County's use of the Deliverables, Contractor shall provide County with a non-infringing alternative at no additional cost to the County. The non-infringing alternative shall meet all specifications set forth in this Agreement. In the event Contractor is unable to provide County with a non-infringing alternative, County may acquire a comparable non-infringing third party solution. Contractor shall be responsible for any cost increase between Contractor's solution and the comparable non-infringing alternative third party solution.

#### **37. WARRANTY**

a. The warranties in this section begin upon County's final acceptance of the Deliverables and/or services in question and end five (5) years thereafter, unless extended by mutual agreement by both parties. Contractor warrants that:

i. Deliverables and/or services furnished hereunder shall conform to the requirements of this Agreement (including without limitation all descriptions, specifications, and drawings identified in the SOW) and Contractor's Documentation. Contractor shall not materially reduce functionality

of the Deliverables without a comparable replacement.

ii. Deliverables shall be free from material defects in materials and workmanship, be free of illicit or harmful code, not contain hidden files or viruses, not replicate, transmit or activate themselves, not alter, damage or erase data or computer programs, and not contain open source code.

iii. If the Agreement calls for delivery of commercial “off the shelf” software, Contractor warrants that it shall conform to the requirements of this Agreement.

iv. All Deliverables supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances.

v. Should Deliverables contain third party hardware or software, Contractor shall pass through any third party warranties to the County and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from Contractor’s warranty obligations set forth in this section. Should Deliverables contain embedded or third party hardware or software without a license for County’s use, Contractor shall immediately obtain a license for County’s benefit at no cost to the County. Said license shall conform to the requirements set forth in this Agreement.

vi. All Deliverables are compatible with County’s operating environment.

vii. Contractor shall perform all services in a workmanlike manner and in accordance with Contractor’s industry’s standards, but in no event less than a reasonable manner.

viii. Security features shall be embedded, enabled and active upon delivery to County, including baseline security configurations for all Deliverables and a defined process to discover and report to County areas within the Deliverables that are vulnerable to security breaches.

ix. Contractor represents and warrants that, to the best of its knowledge as of the effective date of this Agreement, County’s authorized use of the Deliverables will not infringe the intellectual property rights of any third party.

b. Contractor shall immediately repair and/or replace any Deliverable not conforming to any warranty, or provide services to conform to County’s requirements. If Contractor is unable to repair and/or replace Deliverables or provide services to County’s requirements, Contractor shall promptly refund to County the full purchase price paid by the County and the County’s Cost to Cover. This remedy is non-exclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages. “Cost to Cover” means the cost, properly mitigated, of procuring Deliverables and/or services of equivalent capability, function, and performance. Contractor shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the County’s requirements.

c. At County’s option, Contractor shall use best efforts to repair and/or replace any Deliverable containing open source code or illicit or harmful code. Contractor shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the County’s requirements.

**d. Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER’s sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER’s option. All repairs shall have a 72 hour turnaround time.

For warranty return and repair procedures, including troubleshooting guides, please go to TASER’s websites [www.TASER.com/support](http://www.TASER.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the

appropriate product user manual or quick start guide.

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. TASER 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.

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 TASER's property.

### **38. COOPERATION WITH REVIEW**

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

### **39. AUDIT RIGHTS**

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

### **40. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS**

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County

require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

#### **41. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT**

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to

County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

#### **42. COUNTY NO-SMOKING POLICY**

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

#### **43. FOOD AND BEVERAGE STANDARDS**

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided

#### **44. NON-DISCRIMINATION**

Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract for cause.

#### **45. DEBARMENT**

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-

procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

#### **46. CALIFORNIA PUBLIC RECORDS ACT**

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

#### **47. POLITICAL REFORM ACT DISCLOSURE REQUIREMENT**

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Contract, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Contract, Contractor shall, upon execution of the Contract, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under the Contract. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

**48. SEVERABILITY**

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**49. NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

**50. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES**

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement or designee.

**51. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

**52. HANDWRITTEN OR TYPED WORDS**

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

**53. AMBIGUITIES**

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**54. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**55. EXECUTION & COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection

with this Agreement will be considered signed when the signature of a party is delivered a method described under the Contract Execution provision herein. .

## **56. NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

## **57. ACCOUNT MANAGER**

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis.

## **58. SURVIVAL**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

## **59. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

## **60. CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

## **61. THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.



## 62. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

## 63. WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Countywide Contracting, no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves

the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

#### **64. COUNTY DATA**

“County Data” shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data.

Contractor shall not, without County’s written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement.

Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement.

Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor’s security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor’s sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor’s compliance with the obligations set forth in this section.

#### **65. OWNERSHIP RIGHTS AND RESTRICTIONS ON USE**

All content collected by the body worn cameras (“County Content”) shall be the sole and exclusive property of County. To the extent Contractor owns or claims ownership rights to said County Content, Contractor hereby expressly assigns all said rights, title, and interest in and to the County Content pursuant to this Agreement and at no additional cost. Contractor shall not, without County’s written permission, use or disclose County Content other than in the performance of its

obligations under this Agreement. As between Contractor and County, all County Content shall remain the property of the County. Contractor shall not acquire ownership interest in the County Content. Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

#### **66. COUNTY CONFIDENTIAL INFORMATION**

“County Confidential Information” shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives. Contractor shall not, without County’s written permission, use or disclose County Confidential Information other than in the performance of its obligations under this Agreement. As between Contractor and County, all County Confidential Information shall remain the property of the County. Contractor shall not acquire ownership interest in the County Confidential Information. Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

#### **67. LITIGATION SUPPORT**

TASER shall employ experts in technology and information security, who can testify in court for the County, if required by County. TASER shall send an employed expert to testify in court matters free of expert fee charges (capped at 100 hours per year and excluding reasonable travel expenses) in relation to the Evidence.com product lines regarding data security and chain of custody matters. The County must provide TASER with reasonable notice, in no event less than five (5) business days. If the County requires more than 100 hours per year during the term of the Agreement, an hourly rate will be negotiated by the parties and travel expenses will be reimbursed by the County according to the County’s Travel Policy (Exhibit K).

#### **68. LIMITATION OF LIABILITY**

Both parties’ liability for damages to each other for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of \$10,000,000 or two (2) times the Total Agreement Value. For purposes of this Section, “Total Agreement Value” will mean the aggregate Agreement price and any subsequent amendments to this Agreement. In no event will either party be liable to the other party 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. The foregoing limitation of liability shall not apply to (i) any indemnity and defense obligations related to infringement of intellectual property, personal injury, death, property damage, or the California Public Records Act, (ii) willful misconduct, gross negligence, or fraud, (iii) reasonable attorney’s fees; or (iv) security or privacy breaches due to Contractor’s negligence or misconduct.

**69. ORDER OF PRECEDENCE**

In the event of a conflict between the terms of the Agreement, the order of precedence is as follow:

1. Key Provisions.
2. Exhibit A: County of Santa Clara Amended Terms and Conditions for Agreement for Goods and Related Services.
3. Exhibit B: Pricing Summary  
    Appendix B1 – Five Year Pricing and Compensation Plan
4. Exhibit I: Insurance Requirements.
5. Exhibit J: Business Associate Agreement.
6. Exhibit K: County’s Travel Policy.
7. Exhibit L: Vendor Remote Access.
8. Exhibit M: User Responsibility Statement.
9. Exhibit C: Statement of Work  
    Appendix C1  
    Appendix C2  
    Appendix C3  
    Appendix C4  
    Appendix C5
10. Exhibit D: TASER Master Services and Purchasing Agreement
11. Exhibit E: TASER Evidence.com Terms of Use
12. Exhibit F: Professional Services
13. Exhibit G: TASER Assurance Plan
14. Exhibit H: Axon Integration Services

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

**EXHIBIT B**  
**PRICING SUMMARY AND COMPENSATION PLAN**

See Appendix B-1 for five (5) year pricing and compensation plan. Contractor agrees to keep unit pricing on Appendix B-1 the same for the first 1200 cameras purchased by the County. Furthermore, the County may swap out Body 2 cameras for Flex 2 cameras at no additional cost, so long as the County provides TASER notice prior to shipment. County shall give Contractor as much notice as possible with any swap out requests.

All delivered goods shall be new and unused.

### 1. Test Trial Cameras

Contractor agrees to provide up to five (5) Flex 2 cameras and related accessories at no additional cost for County to test for 45 day trial period. County shall give Contractor sufficient advanced written notice and quantities per each request may vary.

### 2. Additional Cameras - Bundle Package

Year 1 pricing shall not exceed \$801.46/package which shall include:

- a. Axon Body 2 or Flex 2 Camera, or the current model(s) utilized by the County.
- b. Single-bay doc
- c. Basic Evidence.com License
- d. TAP Assurance Plan for the camera (item a. above) and single-bay dock (item b. above)
- e. Unlimited Evidence.com Storage
- f. Integration License

Year 1 pricing may be prorated to co-terminate with current contract term end date.

Subsequent recurring annual fee not to exceed: \$696.41/each.

### 3. Subscription Licenses

Contractor shall provide 120 Pro Version Evidence.com licenses at no additional cost to the County during the term of the Agreement. If the County opts to purchase additional licenses, the cost of each Pro license shall not exceed \$27.30. First year pricing shall be prorated to co-terminate with current term end date.

### 4. Additional Training

Should the County require additional training, Contractor shall provide the training at the following rate: On-site Training: \$2,000 per day, per instructor, at 8 hours per day. No additional travel cost required.

### 5. Additional Accessories

Additional Accessories Model	Product Description	Price
74018	Z-Bracket, Men's, Axon Body 2	\$21.22
74019	Z-Bracket, Women's Axon Body 2	\$21.22
74020	Magnet, Flexible, Axon Body 2	\$21.22

74021	Magnet, Outerwear, Axon Body 2	\$21.22
74022	Small Pocket, 4" (10.1 cm), Axon Body 2	\$21.22
74023	Large Pocket, 6" (15.2 cm), Axon Body 2	\$21.22

6. Unlimited Storage Plan allows the County to upload video with no restrictions.

## 7. Compensation Plan Terms

7.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed \$ \$3,980,684 for the five-year term. Included in the total is \$80,000 of contingency fees which are not guaranteed to the vendor. At County's option, the contingency fees may be used to purchase additional goods and services listed in Exhibit B and Appendix B-1. Additional purchases shall be made via a Contract Release Purchase Order to the Contractor. Any additional goods and services requested by the County that is not included in the Agreement shall be added via an Amendment to the Agreement with goods, services and pricing negotiated and agreed upon by both parties.

7.2 Progress payments shall be made to Contractor by County based on net forty-five (45) days payment terms, following receipt of invoices that may be issued after acceptance of designated milestones as shown below in Compensation Plan Table. All payments are based upon County's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. County shall have no obligation to pay unless Contractor has successfully completed and County has approved the Milestone for which payment is due.

7.3 Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by County, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. County may inspect the components of the System when delivered and reject upon notification to Contractor any and all the System, which does not conform to the Specifications or other requirements of this Agreement. Components of the System, which are rejected shall be promptly corrected, repaired or replaced by Contractor. If County receives components of the System with defects or nonconformities not reasonably apparent on inspection, then County reserves the right to require prompt correction, repair or replacement by Contractor in accordance with Contractor's warranty obligations.

7.4 Work shall commence immediately upon execution of the Agreement.

7.5 Invoicing procedure: The County agrees to compensate Contractor for the Services performed in accordance with the terms and conditions of this Agreement. The actual dates of completion for each milestone may vary from the estimated completion date indicated in the Project Plan. Milestone completion date may be updated and revised as mutually agreed upon between County and Contractor. Payment shall be made based on County acceptance of milestones and deliverables. No pre-payment permitted, unless approved of by the County.

7.6 For ongoing TAP payments, cloud subscription and storage services after the implementation period (see Exhibit B) County shall pay net 45 days from each anniversary date for the on-going Services provided under this Agreement. In the event of early termination of the Agreement, Contractor shall refund the County any fees not expended and paid in advance on a prorated basis.

7.7 Contractor shall submit invoices to designated County contact at the Office of the Sheriff.

1. Pricing Table Year 1

Item #	Description	Quantities	TASER List Price	Year 1 County Extended Price
<b>1</b>	<b>Hardware</b>			
1.1	Body 2 or Flex 2 Cameras	1200 each	\$403.79	\$0.00
1.2	Body Mounting Accessories	1200 set	\$ 0.00	\$0.00
1.3	Docking Stations - 6 bays	200 each	\$1,512.94	\$0.00
1.4	BWC or Flex Spares	36 (with 9 delivered per phase)	\$0.00	\$0.00
<b>2</b>	<b>Licenses</b>			
2.1	Evidence.com Basic Licenses (extended price includes proration)	1200 each	\$180.00	\$117,000.00
2.2	Evidence.com Pro Licenses	120 each	\$39.00	\$0.00
2.3	Evidence CAD/RMS Integration licenses (extended price includes proration)	1200 each	\$180.00	\$56,160.00
<b>3</b>	<b>Cloud Hosting Storage</b>			
3.1	Unlimited Axon Video and Capture Storage (extended price includes proration)	1200 each	\$291.46	\$189,450.00
<b>4</b>	<b>Professional Services/Trainer to complete the SOW</b>			
4.1	Axon Full Day Services (includes 2 consultants for 5 full days)	1 lot	\$15,000.00/lot	\$15,000.00
4.2	Axon 1-day Services (includes 1 consultant)	4 days	\$2,000.00/day	\$3,726.00
<b>5</b>	<b>Disaster Recovery Hosting Services - Dual locations</b>	Entire Term	\$0.00	\$0.00
6	Taser Assurance Plan (Camera) (extended price includes proration)	1200 each	\$204.00	\$137,700.00
7	Taser Assurance Plan (Dock) (extended price includes proration)	200 each	\$216.00	\$24,300.00
	All hardware shall be new and unused.		Subtotal =	\$543,336.00
	All hardware shipped FOB destination with freight prepaid and allowed.		Sales Tax Section 1 only =	\$14,580.00
			Year 1 Total =	\$557,916.00

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

Contractor will invoice the County for each Phase upon acceptance of each Phase. Contractor will not start charging for the County for Evidence.com until Phase 1 is accepted. This pricing plan assumes acceptance of Phase 1 by February 15, 2017. In the event Phase 1 is not accepted by February 15, 2017, Contractor will provide the County with the following credits so that the County does not have to pay for the Evidence.com licenses prior to acceptance of Phase 1:

Phase 1 Acceptance Date:	Credit Amount
If agency accepts prior to 2/15/2017	Taser to issue no credits
If agency accepts on or after 2/15/2017 and before 3/15/2017	Taser to issue 1 month of Evidence.com credit
If agency accepts on or after 3/15/2017 and before 3/31/2017	Taser to issue 2 months of Evidence.com credit

Customer will have the option to choose either Body 2 or Flex 2 at each phase of the deployment, so long as TASER is notified prior to shipment. Both camera options will be offered at equal cost. Pricing on this quote reflects an additional 5% discount on years 2-5 and is contingent on the customer paying for all years upfront.

## 2. Pricing Table Years 2 – 5

Item #	Description	Quantities	Year 2 – 5 TASER List Price	Year 2 – 5 County Extended Price
1	Hardware			
1.1	Body 2 or Flex 2 Cameras	1200 each		
1.2	Body Mounting Accessories	1200 set		
1.3	Docking Stations - 6 bays	200 each		
1.4	BWC or Flex Spares	36 (3% of total number of cameras deployed)		
2	Licenses			
2.1	Evidence.com Basic Licenses (extended price includes discount)	1200 each	\$180.00	\$205,200.00
2.2	Evidence.com Pro Licenses (extended price includes discount)	120 each	\$39.00	\$0.00
2.3	Evidence CAD/RMS Integration licenses (extended price includes discount)	1200 each	\$180.00	\$0.00



3	Cloud Hosting Storage			
3.1	Unlimited Axon Video and Capture Storage (extended price includes discount)	1200 each	\$291.46	\$332,268.00
4	Professional Services/Trainer to complete the SOW			
4.1	Axon Full Day Services (includes 2 consultants for 5 full days)			
4.2	Axon 1-day Services (includes 1 consultant for 1 day)			
5	Disaster Recovery Hosting Services - Dual locations	Entire Term	\$0.00	\$0.00
6	Taser Assurance Plan Body Camera	1200 each	\$204.00	\$232,560.00
7	Taser Assurance Plan Dock 2	200 each	\$216.00	\$41,040.00
			Total Each Year 2 – 5 =	\$811,068.00
			Total Tax Each Year 2 – 5 =	\$24,624.00
			Total Each Year 2 – 5 with Tax =	\$835,692.00

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

## 3. Compensation Plan

Milestone/Item		Estimated Completion Date	Payment Amount	% of Year 1 Total
<b>A. YEAR 1 IMPLEMENTATION:</b>				
Phase 1- Project Planning, Implementation, Training & Go-Live (based upon - struck "approximately" 300 cameras)		2/9/2017	\$250,617.00	44.92%
Phase 2- Implementation, Training & Go-Live (based upon - struck "approximately" 300 cameras)		6/7/2017	\$163,893.00	29.38%
Phase 3- Implementation, Training & Go-Live (based upon - struck "approximately" 300 cameras)		9/12/2017	\$102,432.00	18.36%
Phase 4- Implementation & Training (based upon - struck "approximately" 300 cameras)		12/10/2017	\$40,974.00	7.34%
<b>Total Year 1 (initial license, installation, setup)</b>			\$557,916.00	100%
<b>B. On-going Services:</b>				
Year 2 (cloud subscription & storage services)				\$835,692.00
Year 3 (cloud subscription & storage services)				\$835,692.00
Year 4 (cloud subscription & storage services)				\$835,692.00
Year 5 (cloud subscription & storage services)				\$835,692.00
<b>MAXIMUM COMPENSATION (INITIAL 5-YEAR TERM)</b>				\$3,900,684.00

Final figure includes taxes that will be spread out through the deployments.

Above figures include sales tax.

All amounts stated above are in United States Currency.

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

## EXHIBIT C STATEMENT OF WORK

The Statement of Work (“Services”) defines the principal activities and responsibilities of TASER International, Inc. (“TASER” or “Contractor”) and the County of Santa Clara (hereinafter “County”) for the implementation of the Body Worn Camera and Evidence Management System.

The purpose of the Statement of Work is to document the implementation of a new Body Worn Camera (“BWC”) and Evidence Management System (“EMS”) (collectively known as “System”) for the County of Santa Clara, including the scope of services, project activities and assumptions, project milestones and deliverables and the participation and responsibilities of Contractor and County staff. The Pricing Summary (Exhibit B) is based on the Project Milestones and Deliverables described herein.

### 1.0 OVERVIEW OF SERVICES

1.1 Contractor shall provide, deliver, and implement Body Worn Cameras, Axon Cameras and Evidence Management System consisting of all related hardware and software.

1.2 The System shall be a cloud-based Software-as-a Service (SaaS) solution hosted on Microsoft Azure Government Cloud and built around the following components:

- a. Body Worn Cameras, including mounting equipment;
- b. Docking Stations;
- c. Evidence.com Evidence Management System, including mobile applications;
- d. Evidence.com Computer Aided Dispatch (CAD)/Records Management System (RMS) Integration module; and
- e. Unlimited Digital Evidence storage.

1.3 Contractor shall supply the expertise, management and full implementation services for the System, including:

- a. Project initiation and management;
- b. Equipment, hardware, software installation and integration;
- c. Integration;
- d. System testing;
- e. Hardware and software training;
- f. Placing into production use of the EMS;
- g. Ongoing maintenance for equipment, hardware and software.

1.4 Documentation: at a minimum, Contractor shall provide the following materials (printed hardcopies and digital copies) for the County to keep and use for future training or as needed at no additional cost:

- a. Best Practices Guide
- b. End-to-End Deployment Guide
- c. User and Administrator Training Lesson Plans
- d. Training Outlines
- e. Hardware Installation Guides

- f. Sample Body-Worn Camera Policies
  - g. Axon Doc Manuals
  - h. Evidence Sync Set Up and User Manuals
  - i. Axon Camera Quick Start Guides and User Manuals
  - j. Evidence.com Administrator Reference Guide
- 1.5 Reports. TASER shall provide the following reports or access to the following reports at no additional cost to the County:
- a. Within ten (10) days of request, TASER shall provide to County spend and usage reports in electronic format.
  - b. TASER shall make available and accessible system reports to Evidence.com administrators.

1.6 TASER shall make available and accessible TASER's Axon Academy, a web-based learning management system that contains a wide-variety of instructional resources and educational opportunities for County user, at no additional cost.

## 2.0 SYSTEM REQUIREMENTS

2.1 The System shall have law enforcement specific functionalities, and the System and its data shall run in Criminal Justice Information Service (CJIS) compliant facilities and support models.

2.2 The System (hardware and software) shall be of the most recent release and the Contractor shall provide all hosting, software maintenance, and technical support services for the proposed solution throughout the term of the contract.

2.3 The System shall adhere to the requirements, at a minimum, as detailed in Appendix C1, "Hardware and System Requirements."

## 3.0 CONTRACTOR RESPONSIBILITIES

3.1 Project Manager ("PM") – Contractor shall assign a Project Manager to serve as the primary contact for the project, and will take the lead role in overseeing and providing the services listed under Sections 8, 9 and 10 below. The PM will work closely with the County's Project Manager to ensure that all integrations, configurations and trainings are completed or scheduled prior to deployment.

3.2 The Contractor's Project Manager shall be available Monday through Friday (8:00 -5:00 Pacific Time) except for County holidays.

3.3 Pre-Sales System Engineer – Contractor shall assign a Pre-Sales System Engineer to oversee all network/technical needs and integrations with the County's current systems (e.g. CAD/RMS integration, light bar activation, etc.). The Pre-Sales System Engineer will work in collaboration with the County's IT point of contact to assess current bandwidth, calculate the potential network impact of the Body Worn Camera System and develop ways to reduce network impact. The Pre-Sales System Engineer will also assist with calculating the exact network impact and development.

3.4 Professional Services Manager – Contractor shall assign a Professional Services Manager to assist with all aspects of training.

3.5 Regional Support Manager - Contractor shall assign a Regional Support Manager to act as a supplemental point of contact at Contractor's headquarters.

3.6 Contractor shall coordinate and oversee the installation of the System.

3.7 Five days after commencement of contract, Contractor shall meet with the County project team to finalize the Project Plan, including specific dates and deliverables. The final Project Plan shall be approved by the County in writing.

3.8 Contractor shall resolve deviations from the Project Plan with timely cooperation by County.

3.9 Contractor shall prepare draft Test Acceptance Plan for review and approval by County.

3.10 Contractor shall maintain project communications with the County's Project Manager.

3.11 Contractor shall monitor the project to ensure that support resources are available as scheduled and as identified in the Agreement.

3.12 Contractor shall manage the efforts of the Contractor staff and coordinate Contractor activities with the County's Project Manager.

3.13 Contractor shall provide regular (e.g. daily or as required) phone conversations between the Contractor's Project Manager and the County's Project Manager until such time as both parties develop a mutually agreeable level of communication.

3.14 Contractor shall participate in weekly meetings with the County's implementation team. Participation can be waived by mutual agreement.

3.15 Contractor shall provide timely responses to critical issues raised by the County's Project Manager.

3.16 Contractor shall prepare and submit project change proposals to the County's Project Manager as necessary for consideration and pre-approval. Changes to the Statement of Work shall be done in writing via a Change Notice and shall be approved and signed by both parties.

## **4.0 COUNTY RESPONSIBILITIES**

### **4.1 County Resources**

- a. The County will appoint a Project Manager, whom the Contractor's Project Manager will report to.
- b. The County will provide system administration of the new system(s) once implemented and accepted.

### **4.2 Technical Tasks**

- a. County pays the cloud subscription fees;
- b. County will procure the necessary software licenses as required; and
- c. County, in conjunction with the Contractor, will perform acceptance testing of all software recommendations and installations.

### **4.3 Administrative Tasks**

4.3.1 County shall:

- a. Facilitate all required logistics, including scheduling, room reservations, hardware, etc. needed for workshops and training;
- b. Provide follow-up written comments to Contractor when necessary within three business days following review sessions;
- c. Provide workshop/training facilities on-site. Contractor will be provided reasonable access to the training/workshop facilities, such as the building, room, and hardware;
- d. Provide enterprise account privileges and passwords to Contractor as needed; and
- e. Provide a work space and a computer when Contractor is working on-site.

#### **4.4 Provision of Data:**

##### **4.4.1 County shall:**

- a. Provide Contractor access to Intergraph CAD/RMS system, schema design, technical resources and available Application Programming Interface (API);
- b. Provide Contractor access to Versaterm RMS system, schema design, technical resource and available API.

#### **5.0 INTEGRATION**

5.1 Contractor shall provide an integration module that will allow the EMS to interact with CAD/RMS.

5.2 Integration module shall be used by County to automatically tag videos recorded on BWC's with a case ID, category and location.

5.3 Integration module shall allow users to auto-populate video met-data saved to the EMS based on data already contained in the County's CAD/RMS.

5.4 County shall provide Contractor with access to the required computers, network systems, and CAD/RMS solely for the purpose of performing the integration services.

5.5 Contractor shall perform integration services as described in Exhibit H, "Axon Integration Services".

#### **6.0 SOFTWARE LICENSES**

##### **6.1 Evidence.com Plan Licenses**

6.1.1. Contractor shall provide software licenses for the Evidence.com Unlimited application to the number of users set forth in Exhibit B, Price Summary and Compensation Plan, as may be amended.

6.1.2. Contractor shall provide licenses for the Evidence.com Standard application to the number of administrative users and/or users not provided a body worn camera set forth in Exhibit B, Pricing Summary and Compensation Plan, as may be amended. These licenses shall be at no additional charge.

6.1.3. Contractor shall provide licenses for the Evidence.com Pro application as set forth on Exhibit B, Pricing Summary and Compensation Plan, to the limited number of administrative users and/or users not provided a body worn camera, as identified by the County, These licenses shall be at issued no additional charge.

6.1.4. The features included in each application shall be as described in Appendix C1.

## 6.2 CAD/RMS Integration Licenses

6.2.1. Contractor shall provide licenses for the Evidence.com CAD/RMS Integration application to the limited number of users, identified by the County, set forth in Exhibit B, Pricing Summary and Compensation Plan, as may be amended. These licenses shall be at no additional charge.

6.2.2 If additional Evidence.com Unlimited licenses are required by the County, Contractor shall provide additional licenses at the rates listed in Exhibit B, Pricing Summary and Compensation Plan.

## 7.0 SCHEDULE

7.1 Contractor shall complete development, delivery, installation, training, testing and final acceptance for go-live date according to the Project Plan. Notwithstanding the foregoing, the Parties agree the schedule and completion assumes timely response from the County. Contractor understands time is expressly made of the essence with respect to each and every task and related deliverables.

7.2 A preliminary Project Schedule is included as Appendix C2. Contractor will present a draft Project Schedule at the Project Kick-off. Following collaborative review by the County and Contractor, the Project Schedule will be updated by the Contractor's PM for approval by the County Project Manager. This initial Project Schedule will be used as a baseline for control of the project. Moving forward, based on the County approved changes, Contractor will be responsible for updates to the Project Schedule which will be one project control mechanism used to manage, track, and evaluate Contractor's performance. Contractor will work with the County Project Manager to identify all tasks, deliverables, and appropriate milestones where County information/activity is required and where timeline dependencies for subsequent Contractor activities exist within the Project Schedule.

7.3 All hardware shall be delivered within six weeks of receipt of purchase order from the County.

## 8.0 IMPLEMENTATION - GENERAL

8.1 Contractor shall provide implementation services for the Body Worn Camera and Evidence Management System, consisting of four (4) phases. These services include:

- a. Participating in scheduled conference calls as required during the project implementation process;
- b. Identifying configuration choices;
- c. Participating in interface-related activities;
- d. Fielding questions regarding system functionality, choices and new processes via phone and email;
- e. Providing the required hardware, equipment and software;

- f. Conducting training for the implementation team members; and
- g. Developing training material and conducting Trainer-Training.

## **8.2 IMPLEMENTATION – PHASE 1**

### **8.2.1 Phase 1 Overview**

Contractor shall at a minimum:

- a. Develop a project plan that outlines Phase 1 technical approach and methodology;
- b. Hold project planning meetings with the County project team and obtain approval from County;
- c. Set up communication with the County project team to resolve any issues found;
- d. Install and configure all necessary hardware and applications; and
- e. Prepare and provide a Project status report at the completion of Phase 1. Contractor must obtain formal approval and signoff of each deliverable before moving to the next phase. County shall not unreasonably delay approval of deliverables.

### **8.2.2 Project Initiation and Planning Meeting**

- a. Contractor will meet with the County's project management team to lead a Project Kickoff Meeting. Contractor will coordinate with County's project management team to schedule meeting and meeting logistics, including agenda and attending participants. The meeting shall also include a discussion of the following:
  - b. Introduction of team members and identification of project roles for Contractor and County; and
  - c. Review and discussion of the Project Plan (including key roles, workflows and processes). The Project Plan shall include the following:
    - d. User interface requirements;
    - e. Deployment requirements;
    - f. Operational requirements (including system administration, security, hosting, categories and retention policies);
    - g. Performance and scalability requirements;
    - h. Acceptance test criteria; and
    - i. Finalization of project planning items.

### **8.2.3 Solution Implementation**

- a. Contractor will initiate solution implementation and testing for the Body Worn Camera and Evidence Management System after the respective requirements are accepted by the County. Key activities accomplished under this task include:



- b. Delivery and configuration of 300 body worn cameras in Phase 1.
- c. EMS system set up and configuration
- d. Setup Axon Mobile Application on COUNTY smart phones;
- e. Setup Evidence.com CAD integration module;
- f. Configure categories & custom roles based on County's needs;
- g. Troubleshoot IT issues with Evidence.com and Axon Dock access; and
- h. Contractor shall work with County to install Evidence Sync software on locked-down computers (if applicable).
- i. Axon docking station installation
- j. Contractor shall work with County to decide ideal location of docking station setup and set configurations on docking stations if necessary;
- k. Contractor shall authenticate docking station with Evidence.com using "admin" credentials from County;
- l. Contractor shall work with County to configure its network to allow for maximum bandwidth and proper operation within County's network environment;
- m. Contractor shall provide enough docking stations to support the number of cameras provided (1 to 1 ratio).

#### **8.2.4 Training**

- a. Contractor will develop training materials for the Body Worn Camera and Evidence Management System.
- b. Contractor shall conduct training as described herein.

#### **8.2.5 End User Testing and Acceptance/ Go-Live**

- a. Contractor shall conduct all end user testing in accordance with the test plan provided during implementation, including video capture tests, video download tests, etc., to ensure System meets the County's performance requirements. If the County does not notify Contractor within 7 days of the Acceptance Test that the System does not meet the requirements of the specifications, the System will be deemed accepted and County shall issue a Milestone and Deliverables Acceptance Form, Appendix C4 in accordance with Section 9.5.2 below.
- b. System components will be deemed complete and accepted if they pass end user testing. See User Acceptance Testing (Appendix C4) for minimum requirements. The System shall be ready for deployment and operational use can be initiated after the following conditions are met.
- c. User testing is complete and the County has provided written acceptance in the form of a Milestone and Deliverables Acceptance Form, Appendix C5, and when applicable, a Final System Acceptance Certificate, Appendix C6.
- d. All necessary configuration tasks for the System have been completed.

#### **8.2.6 Deliverables**

Contractor shall complete the following deliverables in accordance to Appendix C2.

- a. Provide and install Body Worn Cameras including:
- b. Axon Body 2 Cameras;
- c. Provide and install mounting equipment for body worn cameras;
- d. Provide and install docking stations;
- e. Implement Evidence.com Cloud services;
- f. Evidence.com Evidence Management System
- g. Evidence.com CAD/RMS Integration
- h. Evidence.com Mobile Application
- i. Digital Evidence storage
- j. Conduct user training on the new System implementation;
- k. Develop Acceptance or Final Acceptance test plan;
- l. Perform acceptance testing; and
- m. Obtain formal acceptance and sign off by County.

### 8.3 IMPLEMENTATION - PHASES 2-4

- a. For Phases 2 through Phase 4, Contractor shall provide the goods and services according to Appendix C2.
- b. Go-Live and Final System Acceptance
- c. At the conclusion of Phase 4, County and Contractor shall initiate final go-live and final system acceptance process.
- d. A 45-day Post Go-Live period shall commence upon Go-Live of the System. Contractor shall provide Post Go-Live warranty/support for forty-five (45) calendar days of which 5 days will be on-site support to correct any defects that are identified during the go-live period.
- e. During the 45-day Post Go-Live period, Contractor shall repair System malfunctions at no additional cost. In addition, Contractor shall conduct continuous System Acceptance together with County Staff and assist the County throughout the Post Go-Live phase to identify and respond to any needs and concerns to ensure a smooth transition to support.
- f. Final System Acceptance: After the 45 days of post go-live warranty/support and the County is satisfied with all test results and all previously identified issues are resolved, the County shall proceed with the execution of the Final System Acceptance Certificate, Appendix C5.
- g. Contractor understands that final acceptance and final payment shall be given only when all tests in the acceptance test plan are performed without error and the System has been operationally and error free for 45 days, and System users are fully trained.

## 9. TRAINING

Contractor shall provide on-site training for hardware and software for County Staff during each phase of implementation, including:

- a. 'Train-the-Trainer' level coursework for up to thirty (30) students. This training shall provide the students the ability to adequately equip an end user with sufficient knowledge to properly operate and utilize the body worn cameras and EMS.
- b. Advanced Training coursework for up to ten (10) administrative users in areas related to technical support and video management. The training should at a minimum focus on the areas related to the EMS operating system, use and assigning of the equipment, maintenance, troubleshooting, changing of components in need of repair, account management, video management, video redaction and video security.
- c. Axon Instructor Training provides instruction to County in-house trainers, with the goal of certifying instructors who can support the County-owned Axon camera and Evidence.com training needs.
- d. Trainings shall include but not be limited to the following: Onsite in person and/or seminar training, online/intranet interactive and pre-recorded training.
- e. Contractor will provide training materials to County that are customized to reflect County's business processes.
- f. All material and manuals necessary, including electronic versions, to perform the required training shall be furnished by the Contractor.
- g. The Contractor shall authorize the County to utilize the material in future training sessions.
- h. If necessary, Contractor shall align user trainings with officers' shift schedules, in order to minimize disruption in County's daily functions.
- i. Contractor shall provide a description of a training plan and schedule.
- j. If further training is needed, Contractor shall provide training at the rate listed in Exhibit B, Pricing Summary and Compensation Plan.

## 10. CUSTOMER SERVICE AND SUPPORT

- a. Contractor shall provide on-going support (telephone, online, email and remote-location troubleshooting) for the System.
- b. Contractor's Technical Support staff shall be available Monday through Friday from 6:00 AM until 4:00 PM Pacific Time. Critical Incident/ Emergency live support Specialist shall be available 24/7/365. County may contact TASER Customer Support via 800-978-2737, email through CS@TASER.com or open a case through TASER.com.
- c. Contractor shall provide the 3-tiered Technical Support system as described below.

### Tier 1: Technical Support – General how-to questions

- a. Frequently asked questions (FAQs)
- b. Product navigation

- c. Feature clarification
- d. Standard queries
- e. Assistance with known solutions

#### Tier 2: Technical Support – Advanced Issues

- a. Advanced product troubleshooting
- b. Advanced Evidence.com configuration
- c. Any escalated issues from Tier 1 support

#### Tier 3: Technical Support – Critical Issues

- a. Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation.

For Tiers 1 and 2, Contractor shall respond to technical inquiries within one (1) business day. Tier 3, Contractor shall respond within four (4) hours.

### **11. UPGRADES AND ENHANCEMENTS**

- a. Contractor will provide all upgrades and enhancements, as defined herein, at no additional cost during the term of this Agreement.
- b. For purposes of this Agreement, the terms “upgrades” and “enhancements” shall include without limitation any and all releases that have the following functions and purposes: (i) implementing correction of System (or component application) errors or malfunctions; (ii) adding new System features, functions and performance capabilities, including modifications designed to meet federal, state and legally mandated requirements; and (iii) changing the intellectual property contained in the programs.
- c. Any major updates or upgrades will be made only upon Parties mutual agreement, with consideration to potential to breaking customization programming, integrations or coding. Upon a major software release, Contractor will provide support for two major releases behind the current release. Contractor shall provide a recommendation to County as to which software version to use.
- d. Contractor shall provide to County documentation describing the functions, features, and performance capabilities that have been modified by the updates, enhancement and/or release notes, and shall give County adequate notice of the availability of each updates or enhancement by email within five (5) days of its publication.
- e. Contractor shall provide detailed email notification to Evidence.com Administrators when new releases, updates or upgrades are made to Evidence.com, Evidence Sync or Axon Hardware.
- f. Scheduled maintenance shall take place on the fourth Tuesday of each month from 7:00pm to 8:00pm Pacific Time. TASER shall provide a minimum of one week notification to County prior to any changes to the maintenance schedule.

### **12. HARDWARE UPGRADES**

Contractor shall upgrade all body worn cameras and docking stations, free of charge, at 2.5 years and 5 years under this Agreement. Refer to TAP Assurance Plan.

Upgraded cameras and docking stations shall be for the most recently released model.

### 13. WARRANTY

	<b>Standard Warranty</b>	<b>TASER Assurance Plan</b>
<b>Warranty Term</b>	1 year	5 years
<b>Spares</b>	No	On-site spares equal to approximately 3% of total number of cameras purchased
<b>Upgrades</b>	None	New hardware at 2.5 and 5 years

Per Section 10.3 of Exhibit C, the Warranty Period shall commence upon Final System Acceptance.

### 14. DISASTER RECOVERY

Contractor shall provide and maintain a system for disaster recovery in the Western Region of the United States (i.e. Oregon).

The System and all data shall be replicated between two data centers. In the event of a disaster, the system will fail over automatically to the secondary site and provide uninterrupted service to the System.

The EMS will be scaled up to the specifications of the full system as quickly as possible, but no longer than 24 hours from the failure.

**APPENDIX C1**  
**Hardware and System Requirements**  
**Page 1 of 3**

At a minimum, the delivered System, including all new hardware models and software versions, shall include the following requirements:

**1. MINIMUM HARDWARE REQUIREMENTS**

- a. Cameras worn by Deputies shall be lightweight, preferably six ounces or less in total combined weight.
- b. Cameras shall have minimal wiring, not exceed two wires or cables.
- c. Cameras shall have a stand-by battery life of twelve (12) hours without recharging or additional batteries.
- d. Camera lens shall have a field of view of at least 60 degrees.
- e. The recording speed shall be no less than 30 frames per second (fps).
- f. Camera shall record video images in full color with a minimum resolution of 640 pixels x 480 pixels.
- g. Camera shall provide feedback to user when activated, either via a visual indicator or audible tone.
- h. Camera must have an indicator that shows current operating mode.
- i. Cameras shall automatically embed a time/date stamp in the recorded video.
- j. Cameras shall prevent users from deleting recorded files without authorization.
- k. Camera shall have a method for adding desired metadata to video in the field prior to upload.
- l. Camera shall have a pre-event record feature which allows the camera to capture at least thirty (30) seconds of video prior to officer initiating the recording.
- m. Camera shall export videos in a standard, open format, such that it can be replayed in freely available software without processing or conversion. Proprietary data formats are unacceptable.
- n. The multi-dock station must charge the camera batteries, securely transfer files without loss of quality or metadata, and delete the files from the camera once transferred to the evidence management system.
- o. The multi-dock station shall not require a Department computer to operate, connect or interface with the Internet (e.g. the multi-dock station shall be a standalone device that connects to the cloud storage solution via an Ethernet connection).
- p. The camera shall not cause electromagnetic interference with nearby airwave radios (and other electronic equipment and radio communication systems).
- q. Loss of power to the camera must not cause data to be lost or corrupted.
- r. Camera shall have a pre-event buffer.
- s. Multi-dock station shall have the capability of uploading digital evidence from multiple cameras simultaneously.
- t. All changes management procedures to Axon devices and Axon Evidence.com shall be ISO/IEC 27001:2013 certified and include rigorous testing acceptance and approval process.
- u. Firmware updates and enhancements to Axon Body 2 and Axon Flex shall be pushed via the Axon Dock and Evidence Sync Software and County interaction is not required.

**2. MINIMUM EVIDENCE MANAGEMENT SYSTEM (EMS) REQUIREMENTS**

- a. EMS must not require local storage infrastructure.
- b. EMS must allow for remote access with complete functionality (review, enter metadata and send video) with Sheriff's Office mobile devices and computers.

- c. EMS shall provide an automatic audit trail for when files and videos are accessed.
- d. Any required or expected 'buffering' times before video files are accessible in cloud storage (for view or adding metadata) will be clearly defined.
- e. EMS must allow Deputies to enter additional metadata to recorded files, such as notes or comments.
- f. Solution must support all major digital file types (avi, jpeg, mpeg, etc.).
- g. EMS shall provide remote viewing of the stored video based on the permissions granted by the System Administrator.
- h. EMS shall allow users to search video files by name, date of recording, date of upload, case number (CAD-generated), device number, as well as categorize and add notes to each file within the solution.
- i. EMS must allow System Administrators the ability to grant access of specific files to specified persons for a specific period of time.
- j. EMS shall have the ability to share files internally and externally via secure links over the Internet.
- k. EMS shall grant System Administrators the ability to set variable retention rules per the Office of the Sheriff's preferences.
- l. EMS shall have the ability to set time tables for automatic deletions of files.
- m. The EMS shall maintain a log/audit trail illustrating users who have viewed and copied video to an external source (e.g. DVD/ long term storage).
- n. EMS must have the ability to preserve the raw file without editing.
- o. EMS must provide redundant, security back-up of all data.
- p. EMS must offer redaction capabilities.
- q. Users shall have the ability to send email messages from hosted solution interface to end users.
- r. EMS shall send System Administrators administrative notifications when evidence files are about to be deleted.
- s. EMS shall send System Administrators administrative notifications when users need their credentials reset due to failed log on attempts.
- t. EMS shall offer auto-redaction capabilities, to include high-movement and low light video; preferred to minimize the amount of time to redact 30 fps for the entire length of video.
- u. EMS shall have the ability to capture data, report on video statistics and provide custom reports.
- v. EMS shall have the ability to recover deleted evidence within a minimum of seven (7) days of deletion.
- w. EMS must securely store all videos and recordings in a way that only County authorized users and users authorized by the County can view.
- x. TASER ensures a minimum of 99% uptime

### 3. **MINIMUM VIDEO STORAGE REQUIREMENTS**

- a. The storage facility must be located and remain within the continental United States.

### 4. **MINIMUM SYSTEM SECURITY REQUIREMENTS**

- a. EMS shall provide user authentication with a unique username and password.
- b. EMS shall allow for authorized users to be established based on various roles and permissions by the System Administrator.
- c. EMS shall offer optional IP access restriction and security challenge questions upon access from an unknown or previously used location.
- d. Any access to stored video shall be maintained in an automatic log or audit trail showing users that have viewed, shared or copied video to an external source (e.g. CD/DVD, local storage, etc.), and the audit trail should be capable of being exported.

- e. EMS must have the ability to log activities performed by specific user ID, IP address and time/date stamp all activities.
- f. System Administrators shall have the ability to administratively manage accounts and assign rights and permissions to system users.
- g. EMS shall provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
- h. EMS shall provide ability to send alerts to System Administrators for unauthorized access attempts.
- i. EMS shall enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
- j. EMS shall provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.
- k. EMS shall provide ability to lock out user or group ID.

5. **MINIMUM INFORMATION SECURITY REQUIREMENTS**

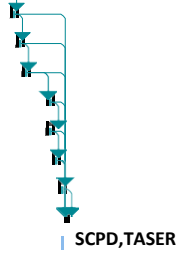
- a. Contractor shall encrypt transmission of confidential data when transferred through publicly accessible networks such as the Internet.
- b. Contractor shall ensure all transmission of information data files are transferred through a Secure Socket Layer (SSL), which creates a minimum of 128 bit encrypted connection which is password protected. All data files that are on Contractor's servers are encrypted once they have completed the upload and pre-process procedures.
- c. All input data transmitted across public networks (all networks other than the County's) shall be encrypted during transit and decrypted electronically during processing to produce non-confidential output data. The decrypted data shall not be accessible by Contractor's employees unless otherwise limited on a "need to know" basis as determined by the Santa Clara Sheriff's Office designee.
- d. The System shall have a host-based firewall technology preventing inappropriate/unauthorized access. Contractor shall provide the following:
  - e. All intrusion detection system monitoring for unauthorized access attempts.
  - f. Must run anti-virus software.
  - g. Monitor daily logs for potential intrusions, file integrity.
  - h. Only allow access by uniquely assigned and auditable IDs.
  - i. All data transfers and administrative access must be in an encrypted format.



ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names	16	Dec 18, '16	Jan 15, '17	Feb 12, '17
1	<b>Santa Clara PD Axon Project - 300</b>	<b>Mon 1/2/17</b>	<b>Tue 12/19/17</b>	<b>252 days</b>						
2	<b>Phase 1</b>	<b>Mon 1/2/17</b>	<b>Thu 2/9/17</b>	<b>29 days</b>						
3	<b>Configuration Tasks</b>	<b>Mon 1/2/17</b>	<b>Fri 1/6/17</b>	<b>5 days</b>		SCPD,TASER				
4	Draft Deployment Plan created	Mon 1/2/17	Tue 1/3/17	2 days		SCPD,TASER				
5	Site survey for ETM installation, test bandwidth	Mon 1/2/17	Mon 1/2/17	1 day		SCPD,TASER				
6	ETM registration and configuration	Mon 1/2/17	Tue 1/3/17	2 days		SCPD,TASER				
7	Install and test E.com Docks	Mon 1/2/17	Tue 1/3/17	2 days	5,6	SCPD,TASER				
8	Evidence.com Setup (Roles & Permissions, Categories)	Tue 1/3/17	Tue 1/3/17	1 day		SCPD,TASER				
9	Create user accounts in Evidence.com	Wed 1/4/17	Wed 1/4/17	1 day	8	TASER				
10	Inventory, assign, test all Axon devices	Thu 1/5/17	Fri 1/6/17	2 days	8,9	SCPD,TASER				
11	Draft video police created (If needed)	Mon 1/2/17	Fri 1/6/17	5 days		SCPD				
12	Install AXON Mobile & Evidence Mobile App (Done at the time of training)	Mon 1/2/17	Mon 1/2/17	1 day		SCPD,TASER				
13	Install MDT Application (SYNC) (Can be done at the time of training, IT needed)	Mon 1/2/17	Mon 1/2/17	1 day		SCPD,TASER				
14	<b>EVIDENCE.COM Training</b>	<b>Mon 1/9/17</b>	<b>Tue 1/10/17</b>	<b>1.38 days</b>	<b>4</b>	<b>SCPD,TASER</b>				
15	Evidence.com Super User Training Session 1	Mon 1/9/17	Mon 1/9/17	3 hrs	9	TASER				
16	Evidence.com Super User Training Session 2 (Optional)	Mon 1/9/17	Mon 1/9/17	3 hrs		TASER				
17	Train The Trainer	Mon 1/9/17	Mon 1/9/17	3 hrs		TASER				
18	Evidence Tech Training	Mon 1/9/17	Mon 1/9/17	1.5 hrs		TASER				
19	<b>Phase 1 Department Go Live Rollout (300 units)</b>	<b>Tue 1/10/17</b>	<b>Wed 2/8/17</b>	<b>22 days</b>		<b>SCPD,TASER</b>				
20	<b>Wave 1 Training</b>	<b>Tue 1/10/17</b>	<b>Tue 1/10/17</b>	<b>1 day</b>	<b>9</b>					
21	Gear Fit and Training - First Shift	Tue 1/10/17	Tue 1/10/17	3 hrs	7,9	SCPD,TASER				
22	Gear Fit and Training - Second Shift	Tue 1/10/17	Tue 1/10/17	3 hrs	7,9,21	SCPD,TASER				
23	<b>Wave 2 Training</b>	<b>Wed 1/11/17</b>	<b>Wed 1/11/17</b>	<b>1 day</b>	<b>20</b>					
24	Gear Fit and Training- First Shift	Wed 1/11/17	Wed 1/11/17	3 hrs	7,9	SCPD,TASER				
25	Gear Fit and Training- Second Shift	Wed 1/11/17	Wed 1/11/17	3 hrs	7,9,24	SCPD,TASER				
26	<b>Wave 3 Training</b>	<b>Thu 1/12/17</b>	<b>Thu 1/12/17</b>	<b>1 day</b>	<b>23</b>					
27	Gear Fit and Training - First Shift	Thu 1/12/17	Thu 1/12/17	3 hrs	7,9	SCPD,TASER				
28	Gear Fit and Training - Second Shift	Thu 1/12/17	Thu 1/12/17	3 hrs	27,7,9	SCPD,TASER				
29	<b>Wave 4 Training</b>	<b>Mon 1/16/17</b>	<b>Mon 1/16/17</b>	<b>1 day</b>	<b>26</b>					
30	Gear Fit and Training- First Shift	Mon 1/16/17	Mon 1/16/17	3 hrs	7,9	SCPD,TASER				
31	Gear Fit and Training- Second Shift	Mon 1/16/17	Mon 1/16/17	3 hrs	30,7,9	SCPD,TASER				
32	<b>Wave 5 Training</b>	<b>Mon 1/16/17</b>	<b>Mon 1/16/17</b>	<b>1 day</b>	<b>29</b>					
33	Gear Fit and Training - First Shift	Mon 1/16/17	Mon 1/16/17	3 hrs	7,9	SCPD,TASER				
34	Gear Fit and Training - Second Shift	Mon 1/16/17	Mon 1/16/17	3 hrs	33,7,9	SCPD,TASER				
35	<b>Wave 6 Training</b>	<b>Tue 1/17/17</b>	<b>Tue 1/17/17</b>	<b>1 day</b>	<b>32</b>					
38	<b>Wave 7 Training</b>	<b>Wed 1/18/17</b>	<b>Wed 1/18/17</b>	<b>1 day</b>	<b>35</b>					
41	<b>Wave 8 Training</b>	<b>Thu 1/19/17</b>	<b>Thu 1/19/17</b>	<b>1 day</b>	<b>38</b>					
44	<b>Wave 9 Training</b>	<b>Mon 1/23/17</b>	<b>Mon 1/23/17</b>	<b>1 day</b>	<b>41</b>					
47	<b>Wave 10 Training</b>	<b>Mon 1/23/17</b>	<b>Mon 1/23/17</b>	<b>1 day</b>	<b>44</b>					
50	<b>Wave 11 Training</b>	<b>Tue 1/24/17</b>	<b>Tue 1/24/17</b>	<b>1 day</b>	<b>47</b>					
53	<b>Wave 12 Training</b>	<b>Thu 1/26/17</b>	<b>Thu 1/26/17</b>	<b>1 day</b>	<b>50</b>					
56	<b>Wave 13 Training</b>	<b>Mon 1/30/17</b>	<b>Mon 1/30/17</b>	<b>1 day</b>	<b>53</b>					
59	<b>Wave 14 Training</b>	<b>Mon 1/30/17</b>	<b>Mon 1/30/17</b>	<b>1 day</b>	<b>56</b>					

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names	16													
							T	M	F	T	S	W	S							
62	<b>Wave 15 Training</b>	<b>Tue 1/31/17</b>	<b>Tue 1/31/17</b>	<b>1 day</b>	<b>59</b>															
65	<b>Wave 16 Training</b>	<b>Wed 2/1/17</b>	<b>Wed 2/1/17</b>	<b>1 dav</b>	<b>62</b>															
68	<b>Wave 17 Training</b>	<b>Thu 2/2/17</b>	<b>Thu 2/2/17</b>	<b>1 dav</b>	<b>65</b>															
71	<b>Wave 18 Training</b>	<b>Mon 2/6/17</b>	<b>Mon 2/6/17</b>	<b>1 dav</b>	<b>68</b>															
74	<b>Wave 19 Training</b>	<b>Mon 2/6/17</b>	<b>Mon 2/6/17</b>	<b>1 dav</b>	<b>71</b>															
77	<b>Wave 20 Training</b>	<b>Tue 2/7/17</b>	<b>Tue 2/7/17</b>	<b>1 dav</b>	<b>74</b>															
80	<b>Make up Training</b>	<b>Wed 2/8/17</b>	<b>Wed 2/8/17</b>	<b>1 dav</b>	<b>77</b>															
83	<b>Phase 1 Go Live Complete</b>	<b>Thu 2/9/17</b>	<b>Thu 2/9/17</b>	<b>0.75 days</b>	<b>80.47.44.41.3</b>															
84	Post Deployment Meeting	Thu 2/9/17	Thu 2/9/17	2 hrs		SCPD.TASER														
85																				
86	<b>Phase 2</b>	<b>Mon 5/1/17</b>	<b>Wed 6/7/17</b>	<b>28 days</b>																
87	<b>Configuration Tasks</b>	<b>Mon 5/1/17</b>	<b>Tue 5/9/17</b>	<b>7 days</b>		SCPD.TASER														
88	Site survey for ETM installation. test bandwidth	Mon 5/1/17	Mon 5/1/17	1 dav		SCPD.TASER														
89	ETM registration and configuration	Mon 5/1/17	Tue 5/2/17	2 days		SCPD.TASER														
90	Install and test E.com Docks	Wed 5/3/17	Thu 5/4/17	2 days	88.89	SCPD.TASER														
91	Create user accounts in Evidence.com	Fri 5/5/17	Fri 5/5/17	1 dav	8	TASER														
92	Inventorv. assign. test all Axon devices	Mon 5/8/17	Tue 5/9/17	2 days	91	SCPD.TASER														
93	Install AXON Mobile & Evidence Mobile App (Done at the time of training)	Mon 5/1/17	Mon 5/1/17	1 day		SCPD,TASER														
94	Install MDT Application (SYNC) (Can be done at the time of training. IT needed)	Mon 5/1/17	Mon 5/1/17	1 day		SCPD,TASER														
95	<b>EVIDENCE.COM Training</b>	<b>Mon 5/8/17</b>	<b>Mon 5/8/17</b>	<b>1 dav</b>		SCPD.TASER														
96	Evidence.com Super User Training Session 1	Mon 5/8/17	Mon 5/8/17	3 hrs	91	TASER														
97	Evidence Tech Training	Mon 5/8/17	Mon 5/8/17	1.5 hrs		TASER														
98	<b>Phase 2 Department Go Live Rollout (300 units)</b>	<b>Tue 5/9/17</b>	<b>Wed 6/7/17</b>	<b>22 days</b>		SCPD.TASER														
99	<b>Wave 1 Training</b>	<b>Tue 5/9/17</b>	<b>Tue 5/9/17</b>	<b>1 dav</b>	<b>91</b>															
100	Gear Fit and Training - First Shift	Tue 5/9/17	Tue 5/9/17	3 hrs	90.91	SCPD.TASER														
101	Gear Fit and Training - Second Shift	Tue 5/9/17	Tue 5/9/17	3 hrs	90.91.100	SCPD.TASER														
102	<b>Wave 2 Training</b>	<b>Wed 5/10/17</b>	<b>Wed 5/10/17</b>	<b>1 dav</b>	<b>99</b>															
103	Gear Fit and Training- First Shift	Wed 5/10/17	Wed 5/10/17	3 hrs	90.91	SCPD.TASER														
104	Gear Fit and Training- Second Shift	Wed 5/10/17	Wed 5/10/17	3 hrs	90.91.103	SCPD.TASER														
105	<b>Wave 3 Training</b>	<b>Thu 5/11/17</b>	<b>Thu 5/11/17</b>	<b>1 dav</b>	<b>102</b>															
106	Gear Fit and Training - First Shift	Thu 5/11/17	Thu 5/11/17	3 hrs	90.91	SCPD.TASER														
107	Gear Fit and Training - Second Shift	Thu 5/11/17	Thu 5/11/17	3 hrs	90.91.106	SCPD.TASER														
108	<b>Wave 4 Training</b>	<b>Fri 5/12/17</b>	<b>Fri 5/12/17</b>	<b>1 dav</b>	<b>105</b>															
109	Gear Fit and Training- First Shift	Fri 5/12/17	Fri 5/12/17	3 hrs	90.91	SCPD.TASER														
110	Gear Fit and Training- Second Shift	Fri 5/12/17	Fri 5/12/17	3 hrs	90.91.109	SCPD.TASER														
111	<b>Wave 5 Training</b>	<b>Mon 5/15/17</b>	<b>Mon 5/15/17</b>	<b>1 dav</b>	<b>108</b>															
112	Gear Fit and Training - First Shift	Mon 5/15/17	Mon 5/15/17	3 hrs	90.91	SCPD.TASER														
113	Gear Fit and Training - Second Shift	Mon 5/15/17	Mon 5/15/17	3 hrs	90.91.112	SCPD.TASER														
114	<b>Wave 6 Training</b>	<b>Tue 5/16/17</b>	<b>Tue 5/16/17</b>	<b>1 dav</b>	<b>111</b>															
117	<b>Wave 7 Training</b>	<b>Wed 5/17/17</b>	<b>Wed 5/17/17</b>	<b>1 dav</b>	<b>114</b>															
120	<b>Wave 8 Training</b>	<b>Thu 5/18/17</b>	<b>Thu 5/18/17</b>	<b>1 dav</b>	<b>117</b>															
123	<b>Wave 9 Training</b>	<b>Fri 5/19/17</b>	<b>Fri 5/19/17</b>	<b>1 dav</b>	<b>120</b>															
126	<b>Wave 10 Training</b>	<b>Mon 5/22/17</b>	<b>Mon 5/22/17</b>	<b>1 dav</b>	<b>123</b>															
129	<b>Wave 11 Training</b>	<b>Tue 5/23/17</b>	<b>Tue 5/23/17</b>	<b>1 day</b>	<b>126</b>															



Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names	16			Dec 18, '16			Jan 15, '17			Feb 12, '17	
							T	M	F	T	S	W	S	T			
132	<b>Wave 12 Training</b>	<b>Wed 5/24/17</b>	<b>Wed 5/24/17</b>	<b>1 day</b>	<b>129</b>												
135	<b>Wave 13 Training</b>	<b>Thu 5/25/17</b>	<b>Thu 5/25/17</b>	<b>1 dav</b>	<b>132</b>												
138	<b>Wave 14 Training</b>	<b>Fri 5/26/17</b>	<b>Fri 5/26/17</b>	<b>1 dav</b>	<b>135</b>												
141	<b>Wave 15 Training</b>	<b>Mon 5/29/17</b>	<b>Mon 5/29/17</b>	<b>1 dav</b>	<b>138</b>												
144	<b>Wave 16 Training</b>	<b>Tue 5/30/17</b>	<b>Tue 5/30/17</b>	<b>1 dav</b>	<b>141</b>												
147	<b>Wave 17 Training</b>	<b>Wed 5/31/17</b>	<b>Wed 5/31/17</b>	<b>1 dav</b>	<b>144</b>												
150	<b>Wave 18 Training</b>	<b>Thu 6/1/17</b>	<b>Thu 6/1/17</b>	<b>1 dav</b>	<b>147</b>												
153	<b>Wave 19 Training</b>	<b>Fri 6/2/17</b>	<b>Fri 6/2/17</b>	<b>1 dav</b>	<b>150</b>												
156	<b>Wave 20 Training</b>	<b>Mon 6/5/17</b>	<b>Mon 6/5/17</b>	<b>1 dav</b>	<b>153</b>												
159	<b>Make up Training</b>	<b>Tue 6/6/17</b>	<b>Tue 6/6/17</b>	<b>1 dav</b>	<b>156</b>												
162	<b>Phase 2 Go Live Complete</b>	<b>Wed 6/7/17</b>	<b>Wed 6/7/17</b>	<b>0.75 days</b>	<b>159.117.123.</b>												
163	Post Deplovmnt Meeting	Wed 6/7/17	Wed 6/7/17	2 hrs		SCPD.TASER											
164																	
165	<b>Phase 3</b>	<b>Tue 8/1/17</b>	<b>Tue 9/12/17</b>	<b>31 days</b>													
166	<b>Configuration Tasks</b>	<b>Tue 8/1/17</b>	<b>Thu 8/10/17</b>	<b>8 days</b>		SCPD.TASER											
167	Site survej for ETM installation. test bandwidth	Tue 8/1/17	Tue 8/1/17	1 dav		SCPD.TASER											
168	ETM registration and configuration	Tue 8/1/17	Wed 8/2/17	2 days		SCPD.TASER											
169	Install and test E.com Docks	Fri 8/4/17	Mon 8/7/17	2 days	167.168	SCPD.TASER											
170	Create user accounts in Evidence.com	Fri 8/4/17	Fri 8/4/17	1 dav	8	TASER											
171	Inventorv. assien. test all Axon devices	Mon 8/7/17	Tue 8/8/17	2 days	170	SCPD.TASER											
172	Install AXON Mobile & Evidence Mobile App (Done at the time of training)	Wed 8/9/17	Wed 8/9/17	1 day	171	SCPD,TASER											
173	Install MDT Application (SYNC) (Can be done at the time of training. IT needed)	Thu 8/10/17	Thu 8/10/17	1 day		SCPD,TASER											
174	<b>EVIDENCE.COM Training</b>	<b>Fri 8/11/17</b>	<b>Fri 8/11/17</b>	<b>0.63 days</b>		SCPD.TASER											
175	Evidence.com Super User Training Session 1	Fri 8/11/17	Fri 8/11/17	3 hrs	170	TASER											
176	Evidence Tech Training	Fri 8/11/17	Fri 8/11/17	1.5 hrs		TASER											
177	<b>Phase 3 Department Go Live Rollout (300 units)</b>	<b>Mon 8/14/17</b>	<b>Tue 9/12/17</b>	<b>22 days</b>		SCPD.TASER											
178	<b>Wave 1 Training</b>	<b>Mon 8/14/17</b>	<b>Mon 8/14/17</b>	<b>1 dav</b>	<b>170</b>												
179	Gear Fit and Training - First Shift	Mon 8/14/17	Mon 8/14/17	3 hrs	169.170	SCPD.TASER											
180	Gear Fit and Training - Second Shift	Mon 8/14/17	Mon 8/14/17	3 hrs	169.170.179	SCPD.TASER											
181	<b>Wave 2 Training</b>	<b>Tue 8/15/17</b>	<b>Tue 8/15/17</b>	<b>1 dav</b>	<b>178</b>												
182	Gear Fit and Training- First Shift	Tue 8/15/17	Tue 8/15/17	3 hrs	169.170	SCPD.TASER											
183	Gear Fit and Training- Second Shift	Tue 8/15/17	Tue 8/15/17	3 hrs	169.170.182	SCPD.TASER											
184	<b>Wave 3 Training</b>	<b>Wed 8/16/17</b>	<b>Wed 8/16/17</b>	<b>1 dav</b>	<b>181</b>												
185	Gear Fit and Training - First Shift	Wed 8/16/17	Wed 8/16/17	3 hrs	169.170	SCPD.TASER											
186	Gear Fit and Training - Second Shift	Wed 8/16/17	Wed 8/16/17	3 hrs	169.170.185	SCPD.TASER											
187	<b>Wave 4 Training</b>	<b>Thu 8/17/17</b>	<b>Thu 8/17/17</b>	<b>1 dav</b>	<b>184</b>												
188	Gear Fit and Training- First Shift	Thu 8/17/17	Thu 8/17/17	3 hrs	169.170	SCPD.TASER											
189	Gear Fit and Training- Second Shift	Thu 8/17/17	Thu 8/17/17	3 hrs	169.170.188	SCPD.TASER											
190	<b>Wave 5 Training</b>	<b>Fri 8/18/17</b>	<b>Fri 8/18/17</b>	<b>1 dav</b>	<b>187</b>												
191	Gear Fit and Training - First Shift	Fri 8/18/17	Fri 8/18/17	3 hrs	169.170	SCPD.TASER											
192	Gear Fit and Training - Second Shift	Fri 8/18/17	Fri 8/18/17	3 hrs	169.170.191	SCPD.TASER											
193	<b>Wave 6 Training</b>	<b>Mon 8/21/17</b>	<b>Mon 8/21/17</b>	<b>1 dav</b>	<b>190</b>												
196	<b>Wave 7 Training</b>	<b>Tue 8/22/17</b>	<b>Tue 8/22/17</b>	<b>1 dav</b>	<b>193</b>												
199	<b>Wave 8 Training</b>	<b>Wed 8/23/17</b>	<b>Wed 8/23/17</b>	<b>1 day</b>	<b>187</b>												

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names	16			Dec 18, '16			Jan 15, '17			Feb 12, '17	
							T	M	F	T	S	W	S	T			
202	<b>Wave 9 Training</b>	<b>Thu 8/24/17</b>	<b>Thu 8/24/17</b>	<b>1 day</b>	<b>199</b>												
205	<b>Wave 10 Training</b>	<b>Fri 8/25/17</b>	<b>Fri 8/25/17</b>	<b>1 dav</b>	<b>202</b>												
208	<b>Wave 11 Training</b>	<b>Mon 8/28/17</b>	<b>Mon 8/28/17</b>	<b>1 dav</b>	<b>170</b>												
211	<b>Wave 12 Training</b>	<b>Tue 8/29/17</b>	<b>Tue 8/29/17</b>	<b>1 dav</b>	<b>208</b>												
214	<b>Wave 13 Training</b>	<b>Wed 8/30/17</b>	<b>Wed 8/30/17</b>	<b>1 dav</b>	<b>211</b>												
217	<b>Wave 14 Training</b>	<b>Thu 8/31/17</b>	<b>Thu 8/31/17</b>	<b>1 dav</b>	<b>214</b>												
220	<b>Wave 15 Training</b>	<b>Fri 9/1/17</b>	<b>Fri 9/1/17</b>	<b>1 dav</b>	<b>217</b>												
223	<b>Wave 16 Training</b>	<b>Mon 9/4/17</b>	<b>Mon 9/4/17</b>	<b>1 dav</b>	<b>220</b>												
226	<b>Wave 17 Training</b>	<b>Tue 9/5/17</b>	<b>Tue 9/5/17</b>	<b>1 dav</b>	<b>223</b>												
229	<b>Wave 18 Training</b>	<b>Wed 9/6/17</b>	<b>Wed 9/6/17</b>	<b>1 dav</b>	<b>217</b>												
232	<b>Wave 19 Training</b>	<b>Thu 9/7/17</b>	<b>Thu 9/7/17</b>	<b>1 dav</b>	<b>229</b>												
235	<b>Wave 20 Training</b>	<b>Fri 9/8/17</b>	<b>Fri 9/8/17</b>	<b>1 dav</b>	<b>232</b>												
238	<b>Make up Training</b>	<b>Mon 9/11/17</b>	<b>Mon 9/11/17</b>	<b>1 dav</b>	<b>202.232</b>												
241	<b>Phase 3 Go Live Complete</b>	<b>Tue 9/12/17</b>	<b>Tue 9/12/17</b>	<b>0.75 days</b>	<b>196.238.205.</b>												
242	Post Deolvment Meeting	Tue 9/12/17	Tue 9/12/17	2 hrs		SCPD.TASER											
243																	
244	<b>Phase 4</b>	<b>Wed 11/1/17</b>	<b>Tue 12/19/17</b>	<b>35 days</b>													
245	<b>Configuration Tasks</b>	<b>Wed 11/1/17</b>	<b>Mon 11/13/17</b>	<b>9 days</b>		<b>SCPD.TASER</b>											
246	Site survej for ETM installation. test bandwidth	Wed 11/1/17	Wed 11/1/17	1 dav		SCPD.TASER											
247	ETM registration and configuration	Wed 11/1/17	Thu 11/2/17	2 days		SCPD.TASER											
248	Install and test E.com Docks	Fri 11/3/17	Mon 11/6/17	2 days	246.247	SCPD.TASER											
249	Create user accounts in Evidence.com	Tue 11/7/17	Tue 11/7/17	1 dav	8	TASER											
250	Inventorv. assien. test all Axon devices	Wed 11/8/17	Thu 11/9/17	2 days	249	SCPD.TASER											
251	Install AXON Mobile & Evidence Mobile App (Done at the time of training)	Fri 11/10/17	Fri 11/10/17	1 day	250	SCPD,TASER											
252	Install MDT Application (SYNC) (Can be done at the time of training. IT needed)	Mon 11/13/17	Mon 11/13/17	1 day	251	SCPD,TASER											
253	<b>EVIDENCE.COM Training</b>	<b>Tue 11/14/17</b>	<b>Tue 11/14/17</b>	<b>0.63 days</b>		<b>SCPD.TASER</b>											
254	Evidence.com Super User Training Session 1	Tue 11/14/17	Tue 11/14/17	3 hrs	249	TASER											
255	Evidence Tech Training	Tue 11/14/17	Tue 11/14/17	1.5 hrs		TASER											
256	<b>Phase 4 Department Go Live Rollout (300 units)</b>	<b>Wed 11/15/17</b>	<b>Tue 12/19/17</b>	<b>25 days</b>		<b>SCPD.TASER</b>											
257	<b>Wave 1 Training</b>	<b>Wed 11/15/17</b>	<b>Wed 11/15/17</b>	<b>1 dav</b>	<b>249</b>												
258	Gear Fit and Training - First Shift	Wed 11/15/17	Wed 11/15/17	3 hrs	248.249	SCPD.TASER											
259	Gear Fit and Training - Second Shift	Wed 11/15/17	Wed 11/15/17	3 hrs	248.249.258	SCPD.TASER											
260	<b>Wave 2 Training</b>	<b>Thu 11/16/17</b>	<b>Thu 11/16/17</b>	<b>1 dav</b>	<b>257</b>												
261	Gear Fit and Training- First Shift	Thu 11/16/17	Thu 11/16/17	3 hrs	248.249	SCPD.TASER											
262	Gear Fit and Training- Second Shift	Thu 11/16/17	Thu 11/16/17	3 hrs	248.249.261	SCPD.TASER											
263	<b>Wave 3 Training</b>	<b>Fri 11/17/17</b>	<b>Fri 11/17/17</b>	<b>1 dav</b>	<b>260</b>												
264	Gear Fit and Training - First Shift	Fri 11/17/17	Fri 11/17/17	3 hrs	248.249	SCPD.TASER											
265	Gear Fit and Training - Second Shift	Fri 11/17/17	Fri 11/17/17	3 hrs	248.249.264	SCPD.TASER											
266	<b>Wave 4 Training</b>	<b>Mon 11/20/17</b>	<b>Mon 11/20/17</b>	<b>1 dav</b>	<b>263</b>												
267	Gear Fit and Training- First Shift	Mon 11/20/17	Mon 11/20/17	3 hrs	248.249	SCPD.TASER											
268	Gear Fit and Training- Second Shift	Mon 11/20/17	Mon 11/20/17	3 hrs	248.249.267	SCPD.TASER											
269	<b>Wave 5 Training</b>	<b>Tue 11/21/17</b>	<b>Tue 11/21/17</b>	<b>1 dav</b>	<b>266</b>												
270	Gear Fit and Training - First Shift	Tue 11/21/17	Tue 11/21/17	3 hrs	248.249	SCPD.TASER											
271	Gear Fit and Training - Second Shift	Tue 11/21/17	Tue 11/21/17	3 hrs	248,249,270	SCPD,TASER											

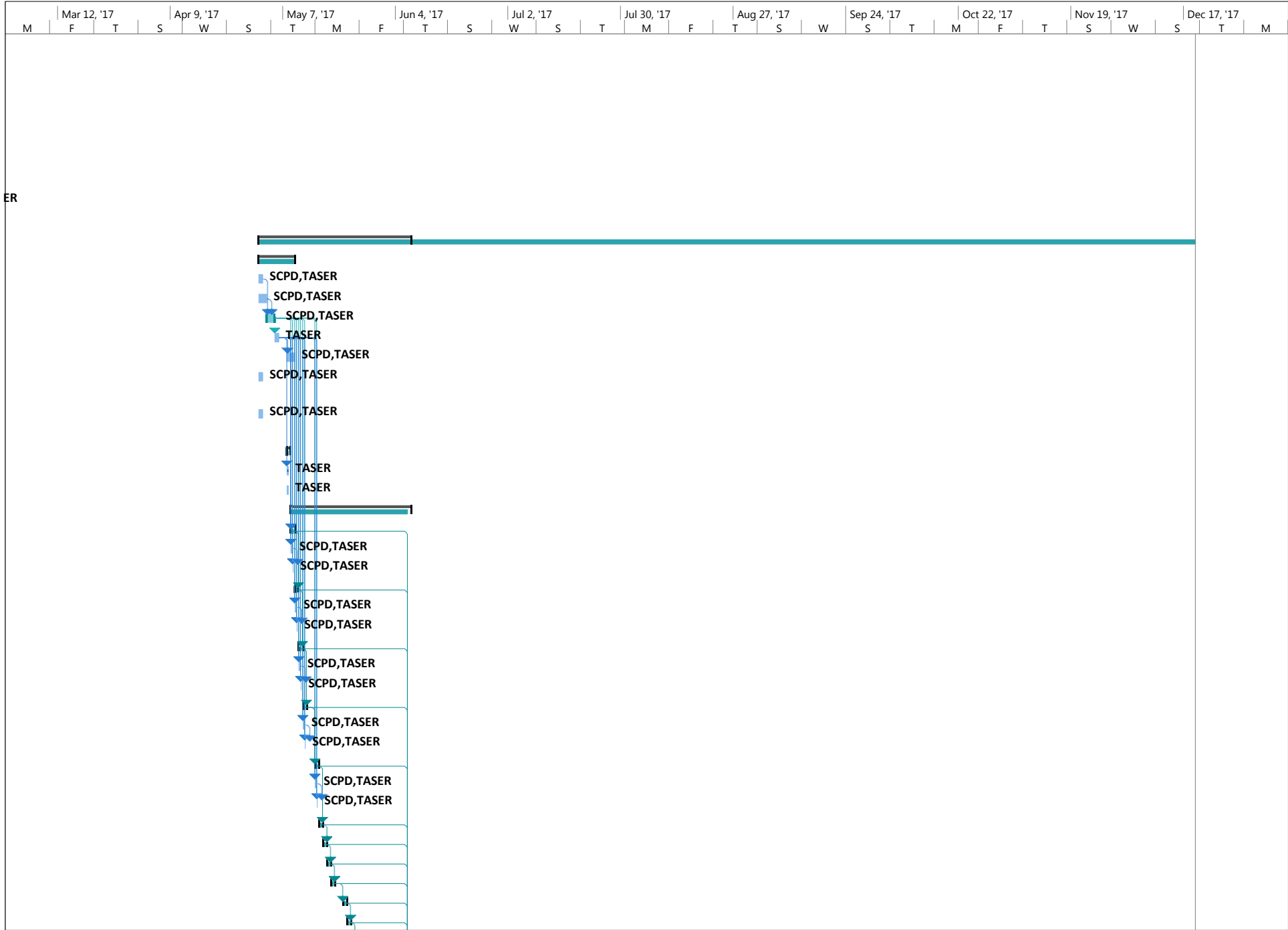
Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management

ID	Task Name	Start	Finish	Duration	Predecessors	Resource Names	16			Dec 18, '16			Jan 15, '17			Feb 12, '17	
							T	M	F	T	S	W	S	T			
272	Wave 6 Training	Wed 11/22/17	Wed 11/22/17	1 day	269												
275	Wave 7 Training	Mon 11/27/17	Mon 11/27/17	1 day	272												
278	Wave 8 Training	Tue 11/28/17	Tue 11/28/17	1 day	249												
281	Wave 9 Training	Wed 11/29/17	Wed 11/29/17	1 day	278												
284	Wave 10 Training	Thu 11/30/17	Thu 11/30/17	1 day	281												
287	Wave 11 Training	Fri 12/1/17	Fri 12/1/17	1 day	284												
290	Wave 12 Training	Mon 12/4/17	Mon 12/4/17	1 day	287												
293	Wave 13 Training	Tue 12/5/17	Tue 12/5/17	1 day	290												
296	Wave 14 Training	Wed 12/6/17	Wed 12/6/17	1 day	293												
299	Wave 15 Training	Thu 12/7/17	Thu 12/7/17	1 day	249												
302	Wave 16 Training	Fri 12/8/17	Fri 12/8/17	1 day	299												
305	Wave 17 Training	Mon 12/11/17	Mon 12/11/17	1 day	302												
308	Wave 18 Training	Tue 12/12/17	Tue 12/12/17	1 day	305												
311	Wave 19 Training	Wed 12/13/17	Wed 12/13/17	1 day	308												
314	Wave 20 Training	Thu 12/14/17	Thu 12/14/17	1 day	311												
317	Make up Training	Fri 12/15/17	Fri 12/15/17	1 day	314												
320	Phase 4 Go Live Complete	Mon 12/18/17	Mon 12/18/17	0.75 days	275,272,269,												
321	Post Deployment Meeting	Mon 12/18/17	Mon 12/18/17	2 hrs		SCPD,TASER											
322																	
323	Santa Clara PD Axon Project Completion Meeting	Tue 12/19/17	Tue 12/19/17	2 hrs	320	SCPD,TASER											

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management

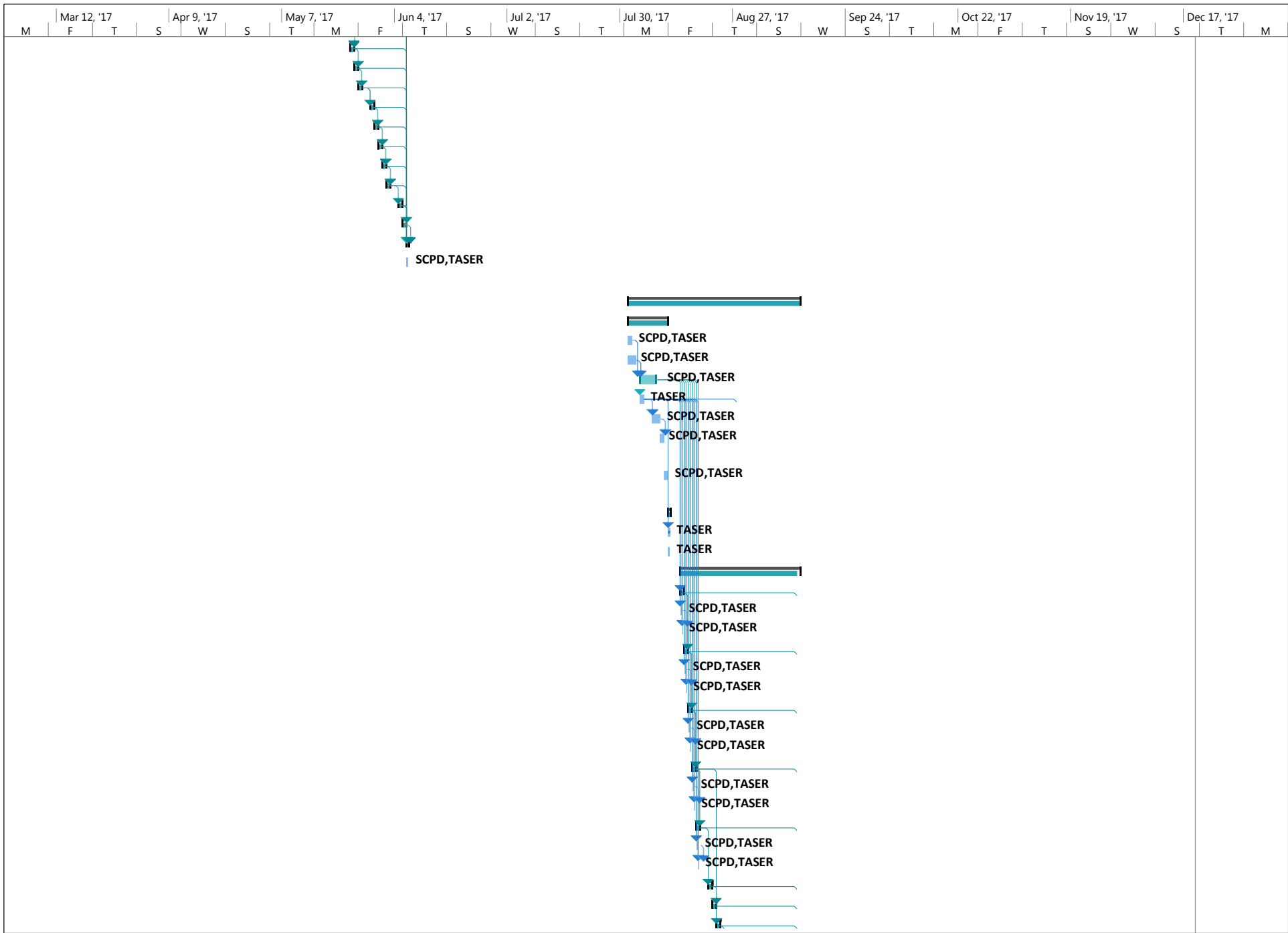
Mar 12, '17			Apr 9, '17			May 7, '17			Jun 4, '17			Jul 2, '17			Jul 30, '17			Aug 27, '17			Sep 24, '17			Oct 22, '17			Nov 19, '17			Dec 17, '17		
M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M				

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management



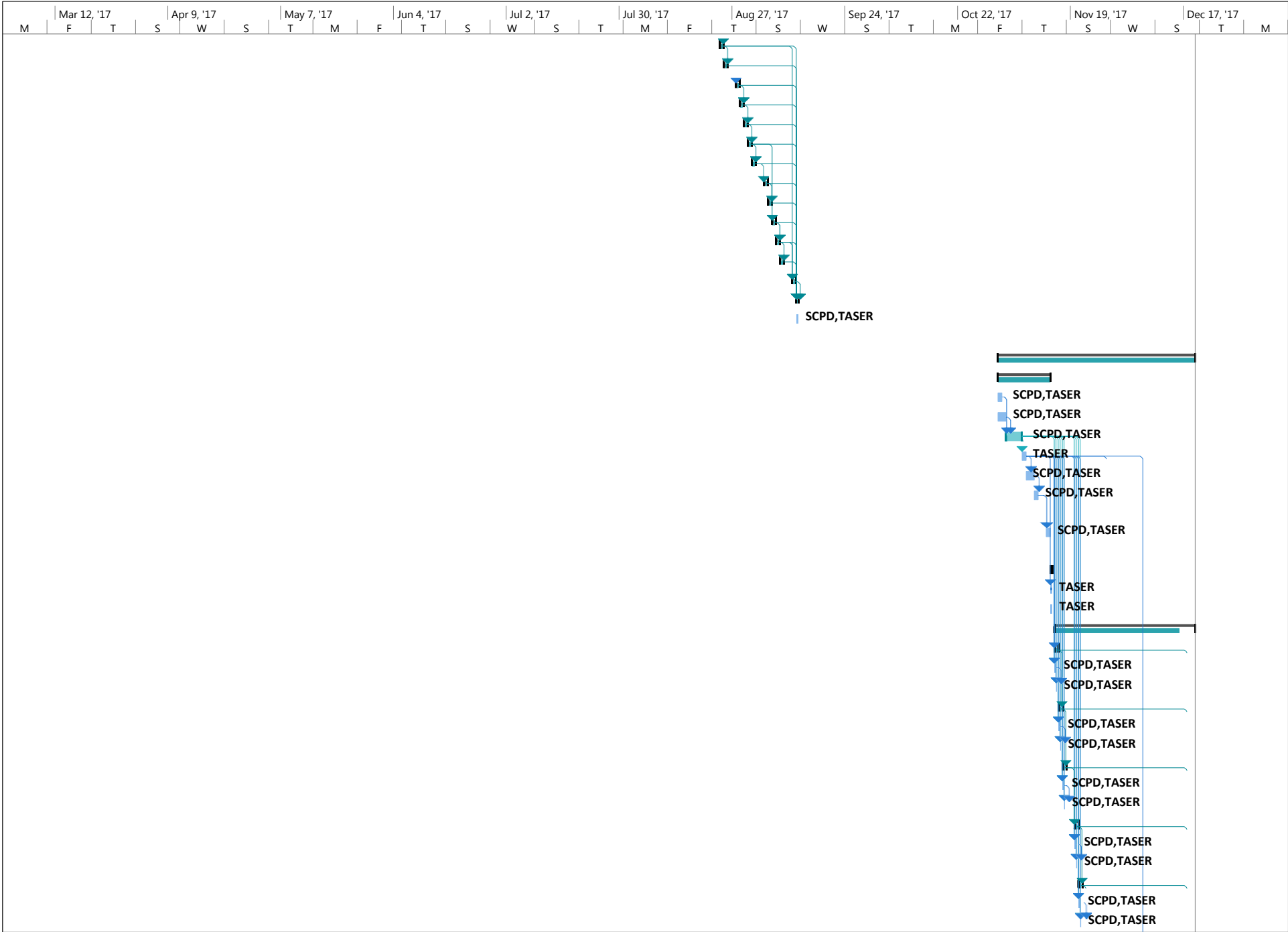
ER

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management

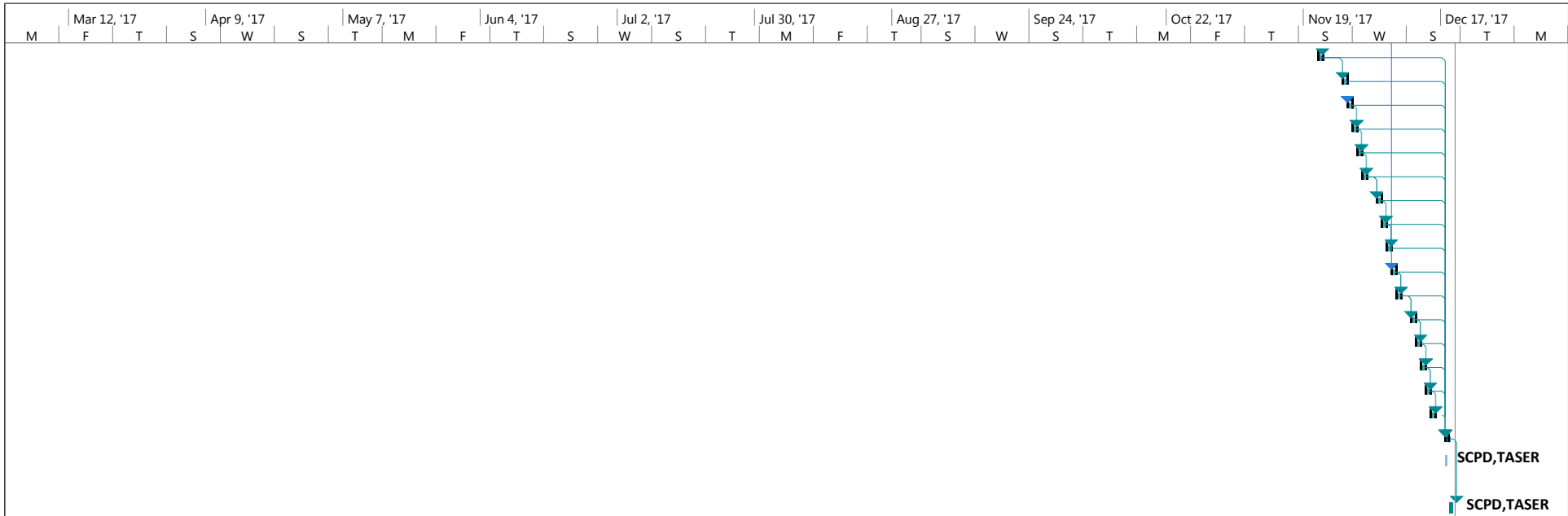


Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management





Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management



Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management

Appendix C3 – Evidence.Com Plans

EVIDENCE.COM PLANS	BASIC	STANDARD	PRO	ULTIMATE	UNLIMITED	OFFICER SAFETY PLAN
INCLUDED STORAGE	10GB	20GB	30GB	40GB	Unlimited Storage*	Unlimited Storage*
Axon Capture App	✓	✓	✓	✓	✓	✓
Evidence Sync	✓	✓	✓	✓	✓	✓
Dock-Automated Video Upload	✓	✓	✓	✓	✓	✓
Secure File Storage	✓	✓	✓	✓	✓	✓
Evidence Folders	✓	✓	✓	✓	✓	✓
GPS Mapping of Captured Media	✓	✓	✓	✓	✓	✓
File & Case Sharing		✓	✓	✓	✓	✓
Video Clips & Markers		✓	✓	✓	✓	✓
Lock Specific Files for IA		✓	✓	✓	✓	✓
Custom User Roles		✓	✓	✓	✓	✓
Custom Categories		✓	✓	✓	✓	✓
Automatic File Deletion Schedules		✓	✓	✓	✓	✓
Bulk Reassign, Share, Edit		✓	✓	✓	✓	✓
User & Device Management		✓	✓	✓	✓	✓
Video Redaction			✓	✓	✓	✓
Operational Group Permissions			✓	✓	✓	✓
Agency Usage Reports			✓	✓	✓	✓
Active Directory Support	✓		✓	✓	✓	✓
Two Axon Camera Upgrades†				✓	✓	✓
Full Axon Camera Warranty				✓	✓	✓
Unlimited HD Storage*					✓	✓
One Smart Weapon Upgrade†						✓
Full Smart Weapon Warranty						✓

\*Applies to 5-year contracts only.  
 †Unlimited data for Axon camera and Axon Capture uploads; additional storage is only 6.25¢ per GB per month.

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

EVIDENCE.COM FEATURE TIERS			AXON CAMERA BUNDLES	
BASIC	STANDARD	PRO	ULTIMATE	UNLIMITED
Secure evidence storage	All Basic features	All Standard and Basic features	All Pro features	All Ultimate features
Basic management tools	File and case sharing	Agency analytics	Axon camera upgrade every 2.5 yrs	Unlimited HD storage* of Axon camera uploads
Axon Capture	Bulk actions	Automated redaction	Extended Axon camera warranty	Unlimited storage* of Axon Capture uploads
Audit trails	Admin roles	Single sign-on / AD integration	Dedicated support & maintenance	

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

## APPENDIX C4 USER ACCEPTANCE TESTING

1. **Introduction:** This User Acceptance Testing (UAT) document outlines the approval process for the deployment and implementation of Axon Body Cameras and Evidence.com within the County. The test criteria outlined below ensures that the Axon system satisfies the needs of the County as specified in the Master Service Agreement and provides confidence in its use.
2. **Test Methodology:** UAT shall be conducted by end users, subject matter experts, and/or the County's body camera project team. Users shall execute all test procedures referenced in section 3. Users may also perform additional tests not detailed in the plan but remain relevant and within the scope of the project, as mutually agreed upon by TASER and the Agency. Such additional test procedures (if any) shall be attached to this document as an Appendix.
3. **UAT Plan:** This plan contains a detailed procedure of each test to be performed by the UAT team.

### Axon Camera UAT Plan

Execution Procedure	Delivery	Pass/Fail
User slides camera power switch to "on" position.	Solid red LED light on Axon Body camera or Axon Flex battery pack shall change to blinking green within 20 seconds. The device is now in "buffering" mode.	
User adjusts volume tone by firmly pressing diamond volume/pairing button.	Camera shall cycle through 3 audible tones (low, medium, high) and mute.	
User starts recording by double-tapping event button.	Blinking green LED light on Axon Body camera or Axon Flex battery pack shall change to blinking red and the camera shall beep twice (provided volume is on). The camera is now in "record"	
User ends recording by pressing and holding event button for 5 seconds.	Blinking red LED light on Axon Body camera or Axon Flex battery pack shall change to blinking green and the camera shall beep once (provided volume is on). The device is now in "buffer" mode.	
User slides power button to "off" position. While holding and pressing the pairing/volume button, user slides power button back to "on" position.	Camera shall beep twice (provided volume is on) LED light on Axon Body camera or Axon Flex battery pack shall start blinking. This indicates that the camera is ready to pair with a Bluetooth connected iOS or Android device.	
User selects correct device under Bluetooth settings on iOS or Android device.	iOS or Android device shall indicate that the selected camera is now "connected."	

User opens Axon Mobile app on iOS or Android device.	Live stream of camera footage appears on mobile device.	
User powers down camera.	LED light on Axon Body camera or Axon Flex battery pack shall display a solid red light and shall shut off within 20	
User places camera into Evidence Dock.	Within 1 minute, the camera's LED light shall either display solid yellow (queued to upload) or blinking yellow (actively uploading).	
User retrieves camera from dock before the start of his/her next shift.	Camera's LED light changes from yellow/blinking yellow to green within 24 hours.	
Once the camera in the dock is displaying a solid green light, the user shall log into Evidence.com using his/her proper	User shall see a hyperlink to his/her recently uploaded videos on the homepage.	
User clicks on recently uploaded video.	User is able to play video within Evidence.com's media player.	

#### Evidence.com UAT Plan

Function	Delivery	Pass/Fail
Roles and Permissions: Configurable by Agency administration.	Out of box	
Case Management Tools: Users are able to create and share cases in accordance with the permissions granted by administration.	Out of box	
Chain of Custody: An audit trail is generated for every video	Out of box	
Download videos/cases: Standard feature, granted the user has permission.	Out of box	
Reassign Evidence: Administrator may reassign evidence to another user if needed.	Out of box	
Search Functionality: Available by user name, event or device	Out of box	
Evidence Deletion: Available by permission only, with a 7-day grace period.	Out of box	
Ability to create clips/markers: Standard function available by permission.	Out of box	
Redaction: Function available on PRO licenses and with proper permission set by Agency.	Out of box	
User audit and Agency activity tracking: Function available on PRO licenses and with proper permission set by Agency.	Out of box	

Uploading: User may upload pictures, videos and digital files, regardless of recording device.	Out of box	
Track and assign all devices within Evidence.com.	Out of box	
Allows viewing and downloading of all evidence stored in Evidence.com.	Out of box	
Retention: Ability to retention level, depending on category of evidence.	Out of box	

**Appendix C5 – Milestone and Deliverables Acceptance Form**

The Contractor shall submit this form once a milestone (the completion of a phase) is completed for County approval prior to submitting an invoice.

<b>MILESTONE AND DELIVERABLES ACCEPTANCE FORM</b>									
Project Title:									
Contract Number:									
Reviewers:		Originator:							
Issued to Reviewer on:		To be returned to Originator by:							
Milestone Completed (Check box): <input type="checkbox"/> Phase 1 <input type="checkbox"/> Phase 2 <input type="checkbox"/> Phase 3 <input type="checkbox"/> Phase 4									
Deliverables Completed:  									
I have reviewed the above milestones and deliverables on behalf of the County  <input type="checkbox"/> The milestone and deliverable(s) are accepted.  <input type="checkbox"/> The milestone/deliverable(s) are rejected for the reasons noted below:  									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 5px;">Name:</td> </tr> <tr> <td style="width: 60%; padding: 5px;">Signature:</td> <td style="width: 15%; padding: 5px;">Date:</td> <td style="padding: 5px;"></td> </tr> </table>				Name:			Signature:	Date:	
Name:									
Signature:	Date:								

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)



**Appendix C6 – Final System Acceptance Certificate**

After the customer is satisfied with all test results and resolution, the customer will proceed with signing the Acceptance Test Certificate.

**FINAL SYSTEM ACCEPTANCE CERTIFICATE**

**Customer Name: County of Santa Clara**

**Project Name: Body Worn Camera and Evidence Management System**

This System Acceptance Certificate memorializes the occurrences of System Acceptance. Contractor and County acknowledge that:

1. All System or product documentation promised under the Agreement has been provided.
2. The System is accepted, except for any items listed on the attached punch list, if applicable. The parties will promptly complete their respective punch list responsibilities according to a mutually-agreed schedule.
3. By acknowledging the Final Acceptance of this project the County agrees to pay any remaining invoices to the Contractor according to the Body Worn Camera and Evidence Management System Agreement.
4. Upon signed acceptance by the County, access to the Contractor's Customer Support Center providing Support Service will be made available during the hours designated in the Scope of Services.

<p><b>County of Santa Clara ("Customer")</b></p> <p>By: _____  Name:  Title:  Date:</p>	<p><b>TASER International, Inc. ("Contractor")</b></p> <p>By: _____  Name:  Title:  Date:</p>
--	--

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

**EXHIBIT D**  
**TASER MASTER AGREEMENT AND PURCHASING AGREEMENT**

This Master Agreement by and between TASER International, Inc., (TASER or Party) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and Santa Clara County Sheriff's Dept. - CA, (Agency, Party or collectively Parties) having its principal place of business at 55 W. Younger Avenue, San Jose, CA, 95110, is entered into as of December 13, 2016 (the Effective Date).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Exhibit B. It is the intent of the Parties that this Agreement shall act as a master agreement governing the subject matter. In consideration of this Agreement the Parties agree as follows:

1. **Term. (Deleted)**
2. **Definitions.**

**“Business Day”** means Monday through Friday, excluding holidays.

**“Confidential Information”** means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER 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 TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile 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 TASER 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 TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER 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. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

“**Resolution Time**” means the elapsed time between TASER’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 TASER’s reasonable control.

“**Services**” means all services provided by TASER 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.** (Deleted)
4. **Taxes.** (Deleted)
5. **Shipping: Title: Risk of Loss: Rejection.** (Deleted)
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. (deleted)**
8. **Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.
9. **Design Changes.** TASER reserves the right to make changes in the design of any of TASER’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.** (Deleted)
11. **Indemnification.** (Deleted)
12. **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
13. **IP Indemnification.** (Deleted)
14. **Agency Responsibilities.** The Agency is responsible for (i) use of TASER 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 TASER 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.

15. **Termination.** (Deleted)

16. **General.**

- a. **Confidentiality.** (Deleted)
- b. **Excusable delays.** TASER 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 TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.
- c. **Force Majeure.** (Deleted)
- d. **Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- e. **Independent Contractors.** (Deleted)
- f. **No Third Party Beneficiaries.** (Deleted)
- g. **Non-discrimination and Equal Opportunity.** (Deleted)
- h. **U.S. Government Rights.** (Deleted)
- i. **Import and Export Compliance.** (Deleted)
- j. **Assignment.** (Deleted)
- k. **No Waivers.** (Deleted)
- l. **Severability.** (Deleted).
- m. **Governing Law; Venue.** ((Deleted)
- n. **Notices.** (Deleted)
- o. **Entire Agreement.** (Deleted)
- p. **Counterparts.** (Deleted)

**EXHIBIT E**  
**Evidence.com Terms of Use**

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER 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 TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER 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.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER 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 TASER 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, TASER 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.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER 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.** TASER 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. TASER 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 TASER 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.** TASER 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, TASER 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. TASER 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 TASER 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 TASER device. For use of Totally Unlimited Evidence.com Licenses TASER 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.
- 8 **Suspension of Evidence.com Services.** TASER 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 TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3. If TASER 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. TASER 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.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER 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 TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).

**EXHIBIT F  
PROFESSIONAL SERVICES**

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

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

<p><b>System set up and configuration</b></p> <p>Setup Axon® Mobile on smart phones (if applicable). Configure categories &amp; custom roles based on Agency need.                  Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.                  Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session Included</p>
<p><b>Dock installation</b></p> <p>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.                  On site Assistance Included</p>
<p><b>Dedicated Project Manager</b></p> <p>Assignment of a specific TASER 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.</p>
<p><b>Weekly project planning meetings</b></p> <p>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.</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.                  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.</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>

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)



Prior to general user training on Axon camera systems and Evidence.com services, TASER'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 Pricing Summary.
- 2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Pricing Summary. Any additional services discussed or implied that are not defined explicitly by the Pricing Summary will be considered out of the scope.
- 3 **Delivery of Services.**
  - 3.1. **Hours and Travel.** TASER 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 TASER 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 TASER to access relevant Agency 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 TASER 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, TASER 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 TASER), 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 TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.

- 6 **Acceptance Checklist.** TASER 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 TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER 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.** (Deleted)

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

## EXHIBIT G TASER ASSURANCE PLAN

The TASER Assurance Plan or "TAP" has been purchased as part of the Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models (defined as "Cameras, Mounting Accessories, and Docking and Mounting Stations") at the end of the TAP Term. TAP only applies to the TASER Product listed in the Agreement 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. The TAP term for all equipment, hardware and software of the System shall be for the life of the Agreement. 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.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Agreement (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 at no additional cost. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER 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 TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product. TASER agrees to a 72 hour turnaround time for repaired and replacement products.
  - 3.1. Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **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 TAP 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 TAP and made all TAP payments. .The County may select the date for the upgrade; said date shall occur no more

than 6 months prior to or 6 months following the 2.5 year, 3 year, or 5 year anniversary dates.

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 TASER or TASER 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. At the end of the TAP term, the Agency may buy a new TAP for any Upgraded Model.

**4.1. TAP Axon Camera Upgrade Models.**

**4.1.1.** If the Agency purchased TAP as a stand-alone service, then TASER will upgrade the Axon camera and accessories (and controller if applicable), free of charge, with a new on-officer video camera that is the same or similar product line, at the County's option. If the accessories differ, TASER shall also include the accessories that are compatible with the current Upgrade Model free of charge.

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

**4.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is compatible with the most current models given to the Agency in Section 4.1. 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 as negotiated by both parties.

**5. TAP Termination.** If an invoice for TAP is more than 45 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

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

**5.2** TASER will not and has no obligation to provide the free Upgrade Models.

**5.3** The Agency will be invoiced for and are obligated to pay to TASER 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.

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

**5.5** 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 TASER within 30 days of the date of termination.

## EXHIBIT H

### Axon Integration Services

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives a signed purchase order for the Integration Services
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the [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](#) services based on data already maintained in the Agency's RMS. TASER 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 TASER will be rendered in accordance with the fees and payment terms set forth in the Pricing Summary of the Agreement.
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, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER 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 TASER'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.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.
5. **Acceptance.** TASER will present Agency with a completed Checklist (**Checklist**) certifying TASER's completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and will re-present the Checklist for the Agency's review. If TASER 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.** TASER'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

- TASER (including making these systems available to TASER via remote access if possible);
- 6.2 Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
  - 6.3 Providing access to the building facilities and where TASER 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 TASER 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 TASER to provide the Integration Services;
  - 6.5 Promptly installing and implementing any and all software updates provided by TASER;
  - 6.6 Ensuring that all appropriate data backups are performed;
  - 6.7 Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;
  - 6.8 Providing TASER with remote access to the Agency's [Evidence.com](https://evidence.com) account when required for TASER to perform the Integration Services;
  - 6.9 Notifying TASER 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 TASER (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 TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER 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 TASER pursuant to the SOW.

**EXHIBIT I**  
**INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL SERVICES CONTRACTS**  
**(e.g. Medical, Legal, Financial services, etc.)**

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- |    |   |   |             |
|----|---|---|-------------|
| a. | Each occurrence                         | - | \$1,000,000 |
| b. | General aggregate                       | - | \$2,000,000 |
| c. | Products/Completed Operations aggregate | - | \$1,000,000 |
| d. | Personal Injury-                        |   | \$1,000,000 |

2. General liability coverage shall include:

- |    |                           |
|----|---------------------------|
| a. | Premises and Operations   |
| b. | Personal Injury liability |
| c. | Products/Completed        |
| d. | Severability of interest  |

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

8. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs



9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**EXHIBIT J**  
**BUSINESS ASSOCIATE AGREEMENT**

WHEREAS, County of Santa Clara (“County” or “Covered Entity”) is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information (“PHI”) to TASER International Inc. “Business Associate” pursuant to the terms of the Agreement and this Business Associate Agreement (“BAA”); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable law; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to the BAA, the parties agree as follows:

**I. Definitions**

Terms used, but not otherwise defined, and terms with initial capital letters in the BAA have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, 42 USC §§ 1320d et seq. (“HIPAA”) and the implementing regulations and with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

**Privacy Breach** Any acquisition, access, use or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws.

**Business Associate** is a person, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, or disclosure of PHI for, or on behalf of, a HIPAA covered health care component. Examples of business associate functions are activities such as claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

**Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

**Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

**Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

**Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103].

**Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

**Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## II. Duties & Responsibilities of Business Associate

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and the BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and the BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed

by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information within 10 calendar days of discovery, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- d. Appropriate Safeguards.** Business Associate shall implement appropriate administrative, technological and physical safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement and the BAA that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. Section 164.504(e) (2) (ii) (B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing any access, use or disclosure of Protected Information not permitted by the Agreement and BAA, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e) (2) (ii) (C); 45 C.F.R. Section 164.308(b)]. All reports to Covered Entity pursuant to this section shall be sent to the Covered Entity Compliance Officer by facsimile and U.S. mail using the following contact information:

Compliance & Privacy Officer  
Santa Clara Valley Health & Hospital System  
2325 Enborg Lane, Suite 360  
San Jose, CA 95128  
Facsimile (408) 885-6886  
Telephone (408) 885-3794

The breach notice must contain: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known, (2) the location of the breached information; (3) a description of the types of PHI that were involved in the breach, (4) Safeguards in place prior to the breach; (5) Actions taken in response to the breach; (3) any steps individuals should take to protect themselves from potential harm resulting from the breach, (4) a brief description of what the business associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches, and (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website or postal address. [45 C.F.R Section 164.410] Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- f. Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e) (2) (ii) (D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e) (1)).
- g. Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e) (2) (ii) (E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. Electronic PHI.** If Business Associate receives, creates, transmits or maintains EPHI on behalf of Covered Entity, Business Associate will, in addition, do the following:
- (1) Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of Covered Entity.
  - (2) Document and keep these security measures current and available for inspection by Covered Entity.
  - (3) Ensure that any agent, including a subcontractor, to whom the Business Associate provides EPHI, agrees to implement reasonable and appropriate safeguards to protect it.
  - (4) Report to the Covered Entity any Security Incident of which it becomes aware. For the purposes of this BAA and the Agreement, Security Incident means, as set forth in 45 C.F.R section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."

- i. Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to the County for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.
- j. Accounting Rights.** Promptly upon any disclosure of Protected Information for which Covered Entity is required to account to an individual, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, and the HITECH Act, as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent Business Associate maintains an electronic health record and is subject to this requirement.

At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in the Agreement, including this BAA.

- k. Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

- m. Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- n. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate .

The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate 's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with the BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate 's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### III. Termination

- a. Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate has been joined.
- c. Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of the BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e) (ii) (2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

#### IV. General Provisions

- a. **Indemnification.** In addition to the indemnification language in the Agreement, Business Associate agrees to be responsible for, and defend, indemnify and hold harmless the County for any breach of Business Associate's privacy or security obligations under the Agreement, including any fines and assessments that may be made against SCVHHS or the Business Associate for any privacy breaches or late reporting.
- b. **Disclaimer.** The County makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement and/or BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information.

Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to the BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. The County may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or BAA when requested by the County pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

- d. **Assistance in Litigation of Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.



- f. Effect on Agreement.** Except as specifically required to implement the purposes of the BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.
- g. Interpretation.** The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. The BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
- h. Survivorship.** The respective rights and responsibilities of Business Associate related to the handling of PHI survive termination of this Agreement.

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

**EXHIBIT K**  
**County of Santa Clara Travel Policy**  
**Quick Reference Guide for Contractors**  
**(Revised 8-2014)**  
**Page 1 of 4**

**Introduction**

County service agreements and contracts shall be written to comply with the County Travel Policy when terms include travel provisions for contractors whose travel expenses are paid by the County. This is required with the exception of a grant policy that specifically indicates that a different policy shall apply.

**Guiding Principles**

Payments of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

**Travel Authorization**

Travel expenses submitted by contractors are reimbursable by the County through a written contractual obligation signed by both parties. Contractors are obligated to follow the policies and procedures described therein.

Contractors shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

The department contractor monitor approving the travel expenses shall determine:

1. If the trip is necessary
2. If the business reason for the trip is justified
3. If the business purpose could be accomplished by telephone, email or other means
4. If the estimated cost justifies the trip

**Reservations for Airfare and Car Rental**

Depending on the language in the contract, reservations required for travel by contractors can be arranged through the County's designated travel agency whenever practicable or by contractors when lowest available rate can be obtained and price is comparable to those obtained from the County's travel agency.

**Reimbursable Travel Costs**

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, contractors should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

### Transportation Costs

In determining the mode of transportation, contractors should consider relative costs, time efficiencies, and the number of people traveling together. The County will reimburse contractors for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fees when submitted with receipt(s).

Contractors who use private vehicle for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport long term parking cost. Rental car rates should be comparable to State rental car contract with low base rates. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The rental car must be turned in promptly at conclusion of the travel. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

### Travel Insurance

Contractors assume all risks and expenses associated with obtaining insurance deemed necessary when using private vehicles or rental vehicles for business-related travel. The cost of such insurance is not reimbursable. It is the contractors' responsibility to protect against damage to their vehicles and legal liability in the form of insurance that complies with the State of California law and Insurance Code.

### Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

### Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

### Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gsa.gov/>

- Includes 48 contiguous states and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code ([www.naco.org](http://www.naco.org)) search when the city is not listed and to identify
- if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

### Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

**Non-reimbursable Expenses include:**

Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to:

1. Expenses incurred prior to the execution of the agreement
2. Expenses incurred after the expiration of the agreement
3. During the term of the agreement, but without proper approval by the department contract monitor
4. Travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract
  - If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the contractor.
  - Airfare exceeding the lowest available price for standard coach class
  - Parking and traffic violations
  - Mileage for County vehicle
  - Mileage for commute to work
  - Emergency repairs for non-County vehicles
  - Insurance not provided for under the Travel Policy
  - Car rental service option and small vehicle insurance
  - Tips exceeding guidelines
  - Airline club membership or credit card fees
  - Refreshments, snacks, alcoholic beverages
  - Personal travel expenses
  - Medicinal remedies, health supplies, cosmetics
  - Personal entertainment, e.g. in-room movies
  - Childcare fees or kennel/boarding fees
  - Short term airport parking exceeding long term rate
  - Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

**Final Accounting for the Trip**

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted after six months from the travel end-date will not be reimbursed.

**Travel Receipts**

If the agreement has a provision for travel reimbursement, the contractors' travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- Location of the establishment
- Date(s) the expense(s) incurred

- The type of expenses, and
- The amount of the expenses

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket
- Lodging - the itemized lodging receipt
- Automobile rental - the original rental receipt
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the contract

**Exhibit # L**  
**to Agreement Between [TASER]**  
**and Santa Clara County [Office of the Sheriff ]**  
**Dated [12/6/2016]**

**1. Scope of Access**

a. "Remote Access" is the act of accessing County of Santa Clara ("County") systems from a non-County network infrastructure. "Systems" include but are not limited to personal computers, workstations, servers, mainframes, phone systems, and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices).

b. County hereby grants Remote Access privileges for Contractor to access the following County systems, at the locations listed, collectively referred to as "IS," in accordance with the terms of the Agreement:

County Systems:

[Click here to enter County Systems.](#)

c. All other forms of access to the named Systems, or to any County System that is not specifically named, is prohibited.

d. Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Contractor-installed programs. Any access to IS, County data or information, or any other County computer system, network or asset that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

e. County will review the scope of Contractor's Remote Access rights periodically. In no instance will Contractor's Remote Access rights be reduced, limited or modified in a way that prevents or delays Contractor from performing its obligations as set forth in the Agreement. Any modifications to Remote Access rights must be mutually agreed to in writing by County and Contractor.

**2. Security Requirements**

a. Contractor will not install any Remote Access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and Contractor's respective designees.

b. Contractor may only install and configure Remote Access capabilities on County systems or networks in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.

c. Contractor will only Remotely Access County systems, including access initiated from a County system, if the following conditions are met:

1. Upon request by an authorized County representative, Contractor will submit documentation verifying its own network security mechanisms to County for County's

review and approval. The County reserves the right to advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.

2. Contractor Remote Access must utilize one of the remote access methods listed below in Section 8 of this document or an alternative mutually agreed upon method, documented in writing, that includes the following minimum control mechanisms:

- a. Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to Contractor site Virtual Private Network (VPN) infrastructure.
- b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or networks).
- c. Audit tools that create detailed records/logs of access attempts.
- d. All Contractor systems used to Remotely Access County systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.
- e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Contractor's respective designees.

### 3. Monitoring/Audit

County will monitor access to, and activities on, County owned or managed systems and networks, including all Remote Access attempts. Data on all activities will be logged on a County managed system and will include the date, time, and user identification.

### 4. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County IS unless otherwise stated in the Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in the Agreement.

### 5. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect County's data contained on County owned and/or managed systems and networks within Contractor's control from unauthorized access. Prior written approval is required before Contractor may access County networks or systems from non-County owned and/or managed networks or systems. Such access will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be approved in writing by County in a timely manner. Remote Access must include the control mechanisms noted in Paragraph 2.c.2 above.

### 6. Person Authorized to Act on Behalf of Parties

The following persons are the designees for purposes of this Agreement:

Contractor: Title/ Designee

[Click here to enter Title.](#) / [Click here to enter Designee.](#)

County: Title/ Designee

[Click here to enter Title.](#) / [Click here to enter Designee.](#)

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.

**7. Remote Access Provisions**

Contractor agrees to the following:

- a. Only staff providing services or fulfilling Contractor obligations under the Agreement will be given Remote Access rights.
- b. Any access to IS and/or County information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- c. An encryption method reviewed and approved by the County will be used. County is solely responsible and liable for any delay or failure of County, as applicable, to approve the encryption method to be used by Contractor where such delay or failure causes Contractor to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under the Agreement.
- d. Contractor will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County no more frequently than once every 90 days.

**8. Remote Access Methods**

- a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.
- b. A Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.
- c. Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is not applicable, please check the box marked N/A).

**1. VPN Site-to-Site**                       Primary     Backup     N/A

The VPN Site-to-Site method involves a VPN concentrator at both the vendor site and at the County, with a secure “tunnel” opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the vendor site.

**2. VPN Client Access**                       Primary     Backup     N/A

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

An Authentication Token (a physical device or software token that an authorized remote access user is given for user authentication purposes, such as a CryptoCard, RSA token,

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)



SecureAuth IdP, Arcot software token, or other such County approved one-time-password mechanism) will be issued to the Contractor in order to authenticate Contractor staff when accessing County IS via this method. The Contractor agrees to the following when issued an Authentication Token:

- a. Because the Authentication Token allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the Authentication Token as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. A hardware Authentication Token is a County-owned physical device, and will be labeled as such. The label must remain attached at all times.
- c. The Authentication Token is issued to an individual employee of the Contractor and may only be used by the designated individual.
- d. The Authentication Token must be kept in the possession of the individual Contractor employee it was issued to or in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- e. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the Authentication Token will be kept under Contractor control.
- f. If the Authentication Token is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day.
- g. Contractor agrees to use the Authentication Token as part of its normal business operations and for legitimate business purposes only.
- h. The Authentication Token will be issued to Contractor following execution of this Agreement. Hardware Authentication Tokens will be returned to the County's designee within five (5) business days following contract termination, or upon written request of the County for any reason.
- i. Contractor will notify County's designee within one working day of any change in personnel affecting use and possession of the Authentication Token. Contractor will obtain the Authentication Token from any employee who no longer has a legitimate need to possess the Authentication Token. Lost or non-returned hardware Authentication Tokens will be billed to the Contractor in the amount of \$300 per card.
- j. Contractor will not store account or password documentation or PINs with Authentication Tokens.
- k. Contractor agrees that all employees, agents, contractors, and subcontractors who are issued the Authentication Token will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a Authentication Token will execute this Agreement where indicated below certifying that they have read and understood the terms of this Agreement.

**3. County-Controlled VPN Client Access**     Primary     Backup     N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the Authentication Token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County IS, the Contractor must first notify the County's designee.

The County's designee will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's IS. Contractor agrees to the following:

- a. Because the PIN number allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The PIN number is confidential, County-owned, and will be identified as such.
- c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.
- e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
- f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.
- g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- h. The PIN number will be issued to Contractor following execution of this Agreement.
- i. The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

**4. County-Controlled Enexity Access**     Primary     Backup     N/A

This access method is only available for Health and Hospital System vendors. The County-Controlled Enexity Access method involves using Securelink's Enexity tool installed in the County. County will establish a gateway where the vendor can access the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the County site. County will control the access list for Vendors with access through Enexity gateways.

Signatures of Contractor Employees receiving Authentication Tokens (**Only for VPN Client Access and if tokens issued by County**):

SIGNATURE: \_\_\_\_\_

[TYPE NAME AND TITLE HERE.]

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

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

SIGNATURE: \_\_\_\_\_

[TYPE NAME AND TITLE HERE.]

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

SIGNATURE: \_\_\_\_\_

[TYPE NAME AND TITLE HERE.]

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

SIGNATURE: \_\_\_\_\_

[TYPE NAME AND TITLE HERE.]

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

///

///

///

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

**EXHIBIT M  
USER RESPONSIBILITY STATEMENT  
FOR THIRD PARTIES**

**1. GENERAL PROVISIONS**

- a. In consideration for accessing the County of Santa Clara ("County") networks and/or information systems, User agrees to the terms and conditions contained in this County User Responsibility Statement for Third Parties ("URS"), as evidenced by User's signature on the URS.
- b. Users allowed access to County resources remotely shall sign Attachment A.
- c. Users allowed to use a personally-owned device for County business shall sign Attachment B.
- d. County in its sole discretion may require Users to execute a separate Business Associate Agreement as a condition to access County networks and/or information systems.
- e. This URS and its attachments shall be effective until terminated. User or County may terminate this URS by giving three (3) days written notice to the other party.

**2. DEFINITIONS**

- a. "*County Confidential Information*" is all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives
- b. "*County information systems and networks*" include, but are not limited to, all County-owned, rented, or leased servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, data bases and software. These items are typically under the direct control and management of County information system support staff. Also included are information systems and networks under the control and management of a service provider for use by County, as well as any personally-owned device that a User has express written permission to use for County purposes.
- c. "*County-owned information/data*" is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County, unless constitutional provision, State or Federal statute, case law, or contract provide otherwise. County-owned information/data does not include a User's personal, non-County business information, communications, data, files and/or software transmitted by or stored on a

personally-owned device if that information/data is not transported across a County network or does not reside in a County-owned information system or on a network or system under the control and management of a service provider for use by County.

- d. *“Mobile device”* is any computing device that fits one of the following categories: laptops; Personal Digital Assistants (PDAs); handheld notebook computers and tablets, including but not limited to those running Microsoft Windows CE, Pocket PC, Windows Mobile, or Mobile Linux operating systems; and *“smart phones”* that include email and/or data storage functionality, such as BlackBerry, Treo, Symbian-based devices, iPhones and Android devices. Note that the category *“Mobile Device”* does not include devices that are used exclusively for the purpose of making telephone calls.
- e. *“Public record”* is any writing, including electronic documents, relating to the conduct of the people’s business as defined by Government Code section 6252.
- f. *“Remote access”* is defined as any access to County Information Technology (“IT”) resources (networks or systems) that occurs from a non-County infrastructure, no matter what technology is used for this access. This includes, but is not limited to, access to County IT resources from personal computers located in User’s homes.
- g. *“Users”* include individuals who have been authorized to access County networks and systems.

### 3. GENERAL CODE OF RESPONSIBILITY

- a. The following General Code of Responsibility defines the basic standards for User interaction with County information systems and networks. All Users of County information systems and networks shall comply with these minimum standards.
- b. Users are personally responsible for knowing and understanding the appropriate standards for user conduct, and are personally responsible for any actions they take that do not comply with County policies and standards. If a User is unclear as to the appropriate standards, User shall ask County for guidance.
- c. Users shall comply with County standards for password definition, use, and management.
- d. Only authorized County staff may attach any form of computer equipment to a County network or system. This includes, but is not limited to, attachment of such devices as laptops, PDAs, peripherals (e.g., external hard drives, printers), and USB storage media.
- e. User shall not use USB storage media on any County computer system. All such devices shall be County-owned, formally issued to User by County, and used only for legitimate County purposes.

- f. User shall not connect County-owned computing equipment, including USB storage media, to non-County systems or networks, unless County gives its express written permission. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.
- g. User shall not install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County system or network, without County's express written permission. If authorized to install, configure or use such a device, User shall comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County systems.
- h. The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.
- i. Users shall not attempt to elevate or enhance their assigned level of privileges unless County gives its express written permission. Users who have been granted enhanced privileges due to their specific jobs, such as system or network administrators, shall not abuse these privileges and shall use such privileges only in the performance of appropriate, legitimate job functions.
- j. Users shall use County-approved authentication mechanisms when accessing County networks and systems, and shall not deactivate, disable, disrupt, or bypass (or *attempt* to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by County.
- k. Users shall not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or installed, it is the responsibility of the User to check with County.
- l. All software on County systems shall be installed by authorized County support staff. Users may not download or install software on any County system unless express written permission has been obtained from County.
- m. Users shall immediately report to County the loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business. Users are also expected to be aware of security issues, and shall immediately report incidents involving breaches of security to County, such as the installation of an unauthorized device, or a suspected software virus.

- n. Users shall respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:
- i. Users shall not access, or attempt to access, County systems or information unless specifically authorized to do so, *and* there is a legitimate business need for such access.
  - ii. Users shall not allow unauthorized individuals to use their assigned computer accounts; this includes the sharing of account passwords.
  - iii. Users shall not knowingly disclose County information to anyone who does not have a legitimate need for that information.
  - iv. Users shall take every precaution to ensure that all confidential or restricted information is protected from disclosure to unauthorized individuals.
  - v. Users shall not make or store paper or electronic copies of information unless it is a necessary part of that User's job.
- o. Users shall respect the importance of County-owned systems and data as a valuable asset, and should understand that any data stored or processed on any County computer, or transmitted over any County network, is County property. In particular:
- i. Users shall not change or delete data or information unless performing such changes or deletions is a legitimate part of the User's job function.
  - ii. Users shall avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.
  - iii. A User whose relationship with County terminates or expires shall not retain, give away, or remove any County data or document from County premises, other than information provided to the public or copies of correspondence directly related to the terms and conditions of employment. User shall return all other County information to County at the time of departure.
- p. Users should be aware that electronic information transported across any County network, or residing in any County information system, is potentially subject to access by County technical support staff, other County Users, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County information system.
- q. Users shall respect all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, and confidential information belonging to the County or any other third party.

- r. All information resources on any County information system or network are the property of County and are therefore subject to County policies regarding acceptable use. No User may use any County-owned network, computer system, or any other County-owned device or data for the following purposes:
  - i. Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization that are not related to the User conducting County business.
  - ii. Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher’s permission.
  - iii. To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business.
  - iv. To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business.
  - v. Knowingly propagating or downloading viruses or other malicious software.
  - vi. Disseminating hoaxes, chain letters, or advertisements.

**4. INTERNET AND EMAIL**

- a. The following items define the basic standards for use of County Internet and email resources. All Users of County information systems and networks shall comply with these minimum standards.
- b. Users shall not use County systems or networks for personal activities. However, reasonable incidental (*de minimus*) personal use of County resources, such as Internet access and email, is allowed as long as such use does not violate the County’s acceptable use policies, and does not interfere with the performance of work duties or the operation of the County’s information systems.
- c. When conducting County business, Users shall not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)



permission has been given by County. Such services include, but are not limited to, Instant Messaging (such as AOL IM), email services (such as Hotmail and Gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, Instagram, Snapchat, MySpace, Facebook and Twitter).

- d. User shall become familiar with County policies, procedures, and guidelines associated with the use of Internet-based communication and data exchange services. Users who have been granted permission to use an Internet-based communication or data exchange service for conducting County business shall comply with all relevant County policies, procedures, and guidelines.
- e. Users shall comply with County's Records Retention and Destruction Policy, and Social Media Policy.
- f. Users shall not use an internal County email account assigned to another individual to either send or receive email messages.
- g. Users shall not configure their County email account so that it automatically forwards messages to an external Internet email system unless County gives its express written permission. When automated forwarding is used, it shall be for legitimate business purposes only, and User is responsible for the associated risks for disclosure of sensitive information.

## 5. REMOTE ACCESS

- a. The following items define the basic standards for remote access to County information systems and networks. All Users of County information systems and networks shall comply with these minimum standards. Users granted remote access privileges shall sign Attachment A.
- b. All remote access to County resources shall be via secure, centralized, County-controlled mechanisms and technologies approved by County, and installed by County. Users are not permitted to implement, configure, or use any remote access mechanism other than County-owned and managed remote access systems that have been formally approved and implemented by County.
- c. County may, on a case-by-case basis, give written approval to a User to use County remote access mechanisms. Users shall execute the URS and Remote Access agreement (Attachment A).
- d. County may monitor and/or record remote access sessions, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when remotely accessing County networks, systems, or data. County may use audit tools to

create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.

- e. User shall configure all computer devices used to access County resources from a remote location according to County-approved security standards. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by County.
- f. Users that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Users shall immediately report loss or theft of such devices to County.
- g. Users shall protect the integrity of County networks, systems, and data while remotely accessing County resources, and shall immediately report any suspected security incident or concern to County.
- h. Remote access sessions are subject to all other relevant County IT security policies and standards, including Local User Authentication (passwords), Data Classification, Internet Use, and Email.

## 6. PERSONALLY-OWNED DEVICES

- a. The following items define the basic standards for the use of personally-owned devices to conduct County business. Users of County information systems and networks shall comply with these minimum standards. Users given permission to use a personally-owned device shall sign Attachment B. The following provisions apply to Mobile Devices that include email and/or data storage capability (such as BlackBerry devices and other “smart” phones), and do not apply to devices that are used strictly for the purpose of making telephone calls.
- b. Use of personally-owned devices to conduct County business is prohibited unless County grants User express written permission.
- c. The personally-owned device in question shall use existing, County-approved and County-owned access/authentication systems when accessing County resources. Users shall not install any hardware, software, or network interface components that provide unauthorized network connectivity, either wired or wireless.
- d. Users shall allow County to configure personally-owned devices as appropriate to meet security requirements, including the installation of specific security software mandated by County policy.

- e. Users authorized to use a personally-owned device shall comply with County policies and procedures for ensuring that software updates and patches are applied to the device according to a regular, periodic schedule. County may verify software installations and updates.
- f. Users have no expectation of privacy with respect to any County-owned communications, information, or files on any personally-owned device. Users agree that, upon request, the County may immediately access the personally-owned device to ensure compliance with County policies.
- g. Upon reasonable suspicion by County that a User has failed to comply with a County policy, the User consents to and the County may take possession of, search and access User's personally-owned device and all communications, information, data, or files on the personally-owned device. User or its designee may be present during the County's search. User shall provide to County a copy of all work-related or County-owned communications, information, or files stored on the personally-owned device.
- h. User shall adhere to all relevant County security policies and standards, just as if the personally-owned device were County property. This includes, but is not limited to, policies regarding password construction and management, physical security of the device, device configuration, and hard drive sanitization prior to disposal. This does not restrict the User's personal use of the device so long as that personal use does not include or result in (a) the User's failure to adhere to all relevant County security policies and standards, or (b) the breach of the County's security policies or standards.
- i. User shall not make modifications of any kind to operating system configurations implemented by County on the device for security purposes, or to any hardware or software installed on the device by County.
- j. User shall treat the device and the work-related or County-owned communications, information or files it contains as County property. User shall not allow access to or use of any work-related or County-owned communications, information, or files by individuals who have not been authorized by County to access or use that data.
- k. User shall immediately report to County any incident or suspected incident of unauthorized access and/or disclosure of County resources, data, or networks that involve the device, including loss or theft of the device.

## 7. MISCELLANEOUS

- a. Ambiguities: Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this URS.

- b. Assignment: User shall not assign this URS or its attachments. Any attempted assignment is void.
- c. Authorization: An individual signing the URS on behalf of an entity represents and warrants that he/she is duly authorized to execute and deliver this URS on the entity's behalf, has authority to bind the entity, and that the URS shall bind all employees, agents and/or representatives of that entity.
- d. Compliance with all laws: User shall comply with all applicable laws, codes, and regulations.
- e. County Confidential Information: Contractor shall not use or disclose County Confidential Information other than in the performance of its obligations for County. All County Confidential Information shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Confidential Information.
- f. Entire Agreement: This URS and its attachments constitute the final, complete and exclusive statement of the terms of the agreement between User and County. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this URS.
- g. Governing Law, Jurisdiction and Venue: This URS shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.
- h. Indemnity: User shall defend, indemnify and hold harmless County against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), arising out of or in connection with performance of this URS and its attachments, excepting only Claims caused by County's sole negligence or willful misconduct.
- i. Modification: This URS may be supplemented, amended, or modified only by the mutual agreement of the parties.
- j. Non-Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this URS shall be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing signed by County so specifies.

- k. Severability: Should any part of this URS be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the URS which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- l. Survival: All representations, warranties, and covenants contained in this URS and its attachments shall survive the termination of this URS.

**8. ACKNOWLEDGEMENT AND RECEIPT**

- a. This Acknowledgement hereby incorporates the URS. Attachments A and B are additional signature pages that apply only to those individuals that have been granted either remote access privileges (Attachment A) or permission to use a personally-owned device (Attachment B).
- b. *By signing below, I acknowledge that I have read and understand all sections of this URS. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of my relationship with County and/or criminal prosecution.*

User Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

Print User Name:

\_\_\_\_\_

County Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

**Attachment A – Remote Access Signature Page**

*I have read and understand the contents of the URS regarding Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of my relationship with the County and/or criminal prosecution. I received approval from County for remote access for legitimate County business, as evidenced by the signatures below.*

User Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

Print User Name:

\_\_\_\_\_

County Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)

**Attachment B – Personally-Owned Device Signature Page**

*I have read and understand the contents of the URS regarding the use of Personally-Owned Devices. I understand that violation of these provisions may result in disciplinary action, up to and including termination of my relationship with the County and/or criminal prosecution. I own the following device(s), which I shall use for legitimate business reasons in compliance with County policies:*

Manufacturer	Model Number	Serial Number	Operating System

*I received approval from County to use the device(s) listed above for legitimate County business, as evidenced by the signatures below.*

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

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

Print User Name:  
\_\_\_\_\_

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

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

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

Attachment: 5500002840 TASER Agreement (83832 : Body Worn Cameras and Evidence Management System)