



Board Agenda Item 23

DATE: August 9, 2016

TO: Board of Supervisors

SUBMITTED BY: Lisa A. Smittcamp, District Attorney-Public Administrator

SUBJECT: Agreement with TASER International Inc.

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute Agreement with TASER International Inc., for access rights to police body camera video evidence, effective August 9, 2016 through June 30, 2021, with automatic successive one-year extensions \$(0).

There is no increase in Net County Cost associated with the recommended action. These access rights are provided at no cost. Body camera video recordings are used as evidence in various legal proceedings.

ALTERNATIVE ACTION(S):

If the agreement is not executed, the District Attorney-Public Administrator (DA-PA) will not have access rights to police body camera video evidence of other law enforcement agencies through TASER International Inc.'s web portal.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action. These access rights are at zero cost to the DA-PA for the full term of the five year agreement.

DISCUSSION:

The Fresno Police Department utilizes TASER International, Inc. AXON body-worn cameras to enhance public safety, boost accountability, and record important evidence. The digital video evidence from body-worn cameras is very powerful and can make the justice system as a whole more efficient by making evidence easier to capture, more secure, and significantly faster.

In order to facilitate an easy flow of digital evidence between law enforcement and prosecutor's offices, TASER International Inc. provides a standard license for video camera access at no cost to a jurisdiction wherein they provide AXON body-worn cameras to law enforcement. These licenses will be in the form of a subscription from TASER through Evidence.com for the storage and management of content.

The agreement with TASER International Inc. deviates from the County model contract as follows:

- Section 10.1 The term of the agreement is five years and will automatically renew for additional successive one year terms unless terminated by either party not less than 60 days prior to the end of a term period.
- Section 17 The agreement does contain a limitation of liability which would cap the damages resulting from claims, losses, liabilities, costs, and expenses at one million dollars (\$1,000,000).

- Section 20.9 Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party.
- Section 20.13 In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and taxable costs.
- Section 20.14 TASER International Inc. may provide notice under this Agreement by: (i) posting a notice on the specific agency Evidence.com site; or (ii) sending a message to the email address(es) then associated with the account.

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with TASER International, Inc.

CAO ANALYST:

Jeannie Z. Figueroa