

## AGREEMENT

# 34946

THIS AGREEMENT is made and entered, in duplicate, as of May 16, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 15, 2018, by and between AXON ENTERPRISE, INC., a Delaware corporation, ("Contractor") with a place of business at 17800 North 85<sup>th</sup> Street, Scottsdale, Arizona 85255, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services to be performed and equipment and products to be provided in connection with Request For Proposals Number PD18-090, incorporated herein by this reference, for a Long Beach Police Department pilot program utilizing Body Worn Camera equipment; and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these services; and

WHEREAS, City desires to have Contractor perform these services, and Contractor is willing and able to do so on the terms and conditions in this Agreement, at no cost to City;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

### 1. SCOPE OF WORK OR SERVICES.

1.1 Project Work. Contractor shall furnish specialized services and equipment, including providing up to 200 body worn cameras at the discretion of City, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference, and shall perform all other terms and conditions of this Agreement, in accordance with the standards of the profession, at no cost to the City ("Project").

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1                   1.2    Project Delivery and Schedule. Contractor shall plan, design,  
2   develop, configure, test, document, procure, integrate, deliver, install, make  
3   operational, implement and support the Project more particularly described in  
4   **Exhibit "A"** in accordance with the requirements of this Agreement, as it may be  
5   amended from time to time hereunder. Without limiting the generality of the  
6   foregoing, Contractor shall itself or through the use of approved subcontractors  
7   provide all labor, facilities, equipment, accessories, tools, and other items and do all  
8   work required for the Project unless expressly identified in this Agreement as being  
9   provided by City. Contractor must adhere to the implementation and training  
10   schedule more particularly described in **Exhibit "B"**, attached hereto and  
11   incorporated herein by this reference.

12                   1.3    Project Training. Contractor agrees to provide City with  
13   Training as required by this Agreement. Contractor shall provide technical training  
14   for all Project users, administration, and technology personnel. Contractor shall  
15   further provide technical training for key City personnel including, at minimum,  
16   equipment use, basic troubleshooting skills, and familiarization with the software  
17   used for the Project. Contractor shall provide end-user go-live training and  
18   support; administrator training; and Axon Instructor training as detailed in **Exhibits**  
19   **"A"** and **"B"**. Upon City's request, Contractor shall provide in-person support  
20   during training conducted by City's in-house trainers. Contractor shall further  
21   ensure smooth transitions during the various phases of the Project, as outlined in  
22   **Exhibit "B"** and that all relevant employees, users, and other City representatives  
23   are trained and sufficiently knowledgeable for the Project and its maintenance. If  
24   City, in its reasonable discretion, has determined trainees are not capable of  
25   properly and efficiently operating and maintaining the Body Worn Camera system  
26   or any portion of the Project, as the case may be, without the support of  
27   Contractor, the City may request reasonable, additional training and Contractor  
28   shall adhere to such request.

1.4 Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted, or will conduct prior to contract performance, site visits and site and system assessments.

1.5 Contractor shall be liable for any damage caused to City property and/or Contractor's equipment or products during Contractor's installation, maintenance, or removal of equipment or products. The City shall not be liable for any damage to and/or destruction of the equipment or products provided by Contractor during the course of this Agreement, including but not limited to damage occurring as a result of a vehicle crash.

1.6 CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.

2. TERM. Unless sooner terminated as provided for herein, this Agreement shall be for a term of twelve (12) months commencing at midnight on June 8, 2018, and ending at 11:59 p.m. on June 7, 2019. This Agreement may be extended for three (3) additional six (6) month periods, as approved by the City. The parties agree that Contractor shall provide all services herein at no cost to the City.

3. COORDINATION AND ORGANIZATION.

3.1 Contractor shall coordinate its performance with City's representative named in **Exhibit "C"**, attached hereto and incorporated herein by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, and shall perform any other tasks as may be required herein.

3.2 The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key

1 employee, named in **Exhibit "D"**, attached hereto and incorporated herein by this  
2 reference. City shall have the right to approve any person proposed by Contractor  
3 to replace that key employee.

4 4. INDEPENDENT CONTRACTOR. In performing its services,  
5 Contractor is and shall act as an independent contractor and not an employee,  
6 representative or agent of City. Contractor shall have control of Contractor's work and the  
7 manner in which it is performed. Contractor shall be free to contract for similar services to  
8 be performed for others during this Agreement; provided, however, that Contractor acts in  
9 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
10 and agrees that (a) City will not secure workers' compensation or pay unemployment  
11 insurance to, for or on Contractor's behalf, and (b) City will not provide and Contractor is  
12 not entitled to any of the usual and customary rights, benefits or privileges of City  
13 employees. Contractor expressly warrants that neither Contractor nor any of Contractor's  
14 employees or agents shall represent themselves to be employees or agents of City.

15 5. INSURANCE.

16 5.1 As a condition precedent to the effectiveness of this  
17 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
18 duration of this Agreement, from insurance companies that are admitted to write  
19 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
20 Company or from authorized non-admitted insurance companies subject to Section  
21 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
22 by A.M. Best Company, the following insurance:

23 5.1.1 Commercial general liability insurance (equivalent in  
24 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
25 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
26 This coverage shall include but not be limited to broad form contractual  
27 liability, cross liability, independent contractors liability, and products and  
28 completed operations liability. City, its boards and commissions, and their

officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

5.1.2 Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

5.1.3 Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

5.1.4 Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

5.2 Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

5.3 Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage

1 maintained by City shall be excess to and shall not contribute to insurance or self-  
2 insurance maintained by Contractor. Contractor shall notify City in writing within five  
3 (5) days after any insurance has been voided by the insurer or cancelled by the  
4 insured.

5 5.4 If this coverage is written on a "claims made" basis, it must  
6 provide for an extended reporting period of not less than one hundred eighty (180)  
7 days, commencing on the date this Agreement expires or is terminated, unless  
8 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
9 continuing coverage for a period of not less than three (3) years, commencing on  
10 the date this Agreement expires or is terminated.

11 5.5 Contractor shall require that all subcontractors or contractors  
12 that Contractor uses in the performance of these services maintain insurance in  
13 compliance with this Section unless otherwise agreed in writing by City's Risk  
14 Manager or designee.

15 5.6 Prior to the start of performance, Contractor shall deliver to City  
16 certificates of insurance and the endorsements for approval as to sufficiency and  
17 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
18 insurance, furnish to City certificates of insurance and endorsements evidencing  
19 renewal of the insurance; however, a Notice of Cancellation endorsement will not  
20 be required for the Professional Liability policy. City reserves the right to require  
21 complete certified copies of all policies of Contractor and Contractor's  
22 subcontractors and contractors, at any time. Contractor shall make available to  
23 City's Risk Manager or designee all books, records and other information relating to  
24 this insurance, during normal business hours.

25 5.7 Any modification or waiver of these insurance requirements  
26 shall only be made with the approval of City's Risk Manager or designee. Not more  
27 frequently than once a year, City's Risk Manager or designee may require that  
28 Contractor, Contractor's subcontractors and contractors change the amount, scope

1 or types of coverages required in this Section if, in his or her sole opinion, the  
2 amount, scope or types of coverages are not adequate.

3 5.8 The procuring or existence of insurance shall not be construed  
4 or deemed as a limitation on liability relating to Contractor's performance or as full  
5 performance of or compliance with the indemnification provisions of this Agreement.

6 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
7 contemplates the personal services and equipment of Contractor and Contractor's  
8 employees, and the parties acknowledge that a substantial inducement to City for entering  
9 this Agreement was and is the professional reputation and competence of Contractor and  
10 Contractor's employees. Contractor shall not assign its rights or delegate its duties under  
11 this Agreement, or any interest in this Agreement, or any portion of it, without the prior  
12 approval of City. Any attempted assignment or delegation shall be void, and any assignee  
13 or delegate shall acquire no right or interest by reason of an attempted assignment or  
14 delegation. Furthermore, Contractor shall not subcontract any portion of its performance  
15 without the prior approval of the City Manager or designee, or substitute an approved  
16 subcontractor or contractor without approval prior to the substitution. Nothing stated in this  
17 Section shall prevent Contractor from employing as many employees as Contractor deems  
18 necessary for performance of this Agreement.

19 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
20 certifies that, at the time Contractor executes this Agreement and for its duration,  
21 Contractor does not and will not perform services for any other client which would create a  
22 conflict, whether monetary or otherwise, as between the interests of City and the interests  
23 of that other client. Contractor further certifies that Contractor does not now have and shall  
24 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
25 other source of income, interest in real property or investment which would be affected in  
26 any manner or degree by the performance of Contractor's services hereunder. And,  
27 Contractor shall obtain similar certifications from Contractor's employees, subcontractors  
28 and contractors.

1           8.     MATERIALS. Contractor shall furnish all labor and supervision,  
2 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
3 necessary to or used in the performance of Contractor's obligations under this Agreement,  
4 except where otherwise stated in this Agreement.

5           9.     OWNERSHIP OF DATA. All materials, information and data  
6 prepared, developed or assembled by Contractor, for the City's sole and exclusive use, or  
7 furnished to Contractor in connection with this Agreement, including but not limited to  
8 documents, estimates, calculations, studies, maps, graphs, charts, computer disks, digital  
9 media, computer source documentation, samples, models, reports, summaries, drawings,  
10 designs, notes, plans, information, material and memorandum ("Data") shall be the  
11 exclusive property of City. Data shall be given to City, and City shall have the unrestricted  
12 right to use and disclose the Data in any manner and for any purpose without payment of  
13 further compensation to Contractor. Copies of Data may be retained by Contractor but  
14 Contractor warrants that Data shall not be made available to any person or entity for use  
15 without the prior approval of City. This warranty shall survive termination of this Agreement  
16 for five (5) years.

17           10.    TERMINATION.

18               10.1 Termination for Convenience. City may, by written notice,  
19 terminate this Agreement with at least thirty (30) calendar days' written notice for  
20 any reason at any time. City's termination of this Agreement for convenience shall  
21 not preclude the City from taking any action in law or equity against Contractor for:  
22 improperly submitted claims; any failure to perform the work in accordance with the  
23 terms of this Agreement; any breach of any term or condition of this Agreement; any  
24 actions under any warranty, express or implied; any claim of professional  
25 negligence; or any other matter arising from or related to this Agreement, whether  
26 known, knowable, or unknown before, during, or after the date of termination.

27               10.2 Termination for Default. Either party may terminate this  
28 Agreement for cause by giving the other party a written notice of any material default



1 or breach. The defaulting party will have fifteen (15) calendar days from the date of  
2 the notice of breach to cure, or diligently commence to cure, such breach. The notice  
3 of breach must include a time and location (in person or telephonically) to meet and  
4 discuss the notice of the breach. Such meeting must be scheduled within seven (7)  
5 calendar days of the date of the notice of breach. If the defaulting party is unable or  
6 unwilling to cure, or diligently commence to cure, such breach, or meet within the 7-  
7 day timeframe, the other party may terminate this Agreement on five (5) calendar  
8 days' notice.

9 In the event that performance on the part of either party is delayed or  
10 suspended as a result of circumstances beyond the reasonable control and  
11 without the fault and negligence of said party, none of the parties shall incur any  
12 liability to the other parties as a result of such delay. Circumstances deemed to be  
13 beyond the control of the parties hereunder include, but are not limited to, acts of  
14 God or of the public enemy; insurrection; acts of the Federal Government or any  
15 unit of State or Local Government in either sovereign or contractual capacity; fires;  
16 floods; earthquakes; epidemics; quarantine restrictions; strikes; and freight  
17 embargoes or delays in transportation, to the extent that they are not caused by  
18 the party's willful or negligent acts or omissions, and to the extent that they are  
19 beyond the party's reasonable control.

20 10.3 Termination and City Data and Footage. Contractor and City  
21 shall continue to perform any obligations under this Agreement until the effective  
22 termination date, except for any obligations that may continue as specified herein.  
23 On the effective date of termination, Contractor shall deliver to City all Data  
24 developed or accumulated in the performance of this Agreement, whether in draft  
25 or final form, or in process, and Contractor shall export all video and media files with  
26 meta data to a non-Contractor video storage solution for City access, until City has  
27 obtained all files, free of charge to City. All video and media files with meta data  
28 collected during the Project shall be the exclusive property of the City.

1                   10.4 Return of Hardware. In the event the City decides not to  
2                   continue its body worn camera program with the Contractor after the end of the  
3                   Term, the City agrees to return the hardware products to Contractor within 30 days  
4                   of the end of the Term. If the City does not return the hardware to Contractor,  
5                   Contractor will issue to an invoice for the MSRP of the unreturned items.

6                   11. CONFIDENTIALITY AND SECURITY. Contractor shall at all times  
7                   use its best efforts but in no event less than current industry best practices to protect the  
8                   security and privacy of the Project data and all City Data from unauthorized access and  
9                   manipulation, and from natural and human-caused hazards, to the extent possible.  
10                  Contractor shall assure integrity of data by establishing and maintaining safeguards against  
11                  the destruction, loss or unauthorized alteration of City's data. Contractor shall design the  
12                  Project to prevent, to the greatest extent possible, security and privacy breaches, to  
13                  address contingencies in the event of an unavoidable security or privacy breach, and to  
14                  provide recovery and backup operation.

15                  Unless otherwise required by applicable law, including but not limited to the  
16                  California Public Records Act, all material that either party makes available to the other in  
17                  connection with carrying out this Agreement and that is either marked with a restrictive  
18                  legend of the discloser or if not marked with such legend or is disclosed orally, is identified  
19                  as confidential at the time of disclosure ("Confidential Information") shall be protected by  
20                  the receiving party using the same care and discretion to avoid disclosure, publication, or  
21                  dissemination of the disclosing party's Confidential Information as the receiving party uses  
22                  with its own similar information that it does not wish to disclose, publish, or disseminate.

23                  The ideas, concepts, knowledge, or techniques developed during the course of  
24                  this Agreement by the Contractor, by the City, or jointly by the Contractor and the City, in  
25                  furnishing assistance under this Agreement can be used by either party in any way it may  
26                  deem appropriate. Nothing contained herein shall require either party to hold in  
27                  confidence any ideas, knowledge, concepts or techniques.

28                  Confidential Information shall be held in confidence for five (5) years from the date

1 of disclosure, or from the date of termination or expiration of this agreement, whichever is  
2 later, unless a longer time period is required by law or statute, without the possibility of  
3 contractual waiver. The recipient of Confidential Information may disclose the  
4 Confidential Information to the extent required by law. However, the recipient will give the  
5 other party prompt notice to allow such other party a reasonable opportunity to take any  
6 necessary measures, such as to obtain a protective order.

7 Contractor shall ensure that any item provided to City by it does not contain any  
8 virus, Trojan horse, worm, backdoor, shutdown mechanism, or similar software, code, or  
9 program which may have the effect of disabling, denying authorized access to, damaging,  
10 corrupting, or destroying any Project data or any portion of the Project or City's systems,  
11 networks, or software ("malicious programs"). If either Party becomes aware of the  
12 existence of such malicious program, it shall notify the other Party thereof and Contractor  
13 shall promptly remove the malicious program, repair the data, and repair any other damage  
14 done by the malicious program.

15 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
16 breach of confidentiality with respect to any Confidential Information or Data: (a) Contractor  
17 demonstrates Contractor knew prior to the time City disclosed it; or (b) is or becomes  
18 publicly available without breach of this Agreement by Contractor; or (c) a third party who  
19 has a right to disclose does so to Contractor without restrictions on further disclosure; or  
20 (d) must be disclosed pursuant to subpoena or court order.

21 13. RE-PERFORMANCE COSTS. Any costs incurred by City due to  
22 Contractor's failure to meet the standards required by **Exhibits "A" and "B"**, or  
23 Contractor's failure to perform fully the tasks described in **Exhibits "A" and "B"**, in either  
24 case, causes City to request that Contractor perform again all or part of **Exhibits "A" and**  
25 **"B"** shall be at the sole cost of Contractor and City shall not pay any compensation to  
26 Contractor for its re-performance.

27 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
28 amended, nor any provision or breach waived, except in writing signed by the parties which

1 expressly refers to this Agreement.

2           15.    LAW. This Agreement shall be construed in accordance with the laws  
3 of the State of California, and the venue for any legal actions brought by any party with  
4 respect to this Agreement shall be the County of Los Angeles, State of California for state  
5 actions and the Central District of California for any federal actions. Contractor shall cause  
6 all work performed in connection with construction of the Project to be performed in  
7 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
8 county or municipal governments or agencies (including, without limitation, all applicable  
9 federal and state labor standards, including the prevailing wage provisions of sections 1770  
10 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
11 marshal, health officer, building inspector, or other officer of every governmental agency  
12 now having or hereafter acquiring jurisdiction.

13           16.    PREVAILING WAGES.

14           16.1 Contractor agrees that all public work (as defined in California  
15 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
16 Work"), if any, shall comply with the requirements of California Labor Code sections  
17 1770 *et seq.* City makes no representation or statement that the Project, or any  
18 portion thereof, is or is not a "public work" as defined in California Labor Code  
19 section 1720.

20           16.2 In all bid specifications, contracts and subcontracts for any  
21 such Public Work, Contractor shall obtain the general prevailing rate of per diem  
22 wages and the general prevailing rate for holiday and overtime work in this locality  
23 for each craft, classification or type of worker needed to perform the Public Work,  
24 and shall include such rates in the bid specifications, contract or subcontract. Such  
25 bid specifications, contract or subcontract must contain the following provision: "It  
26 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
27 wages to all workers employed by the contractor in the execution of this contract.  
28 The contractor expressly agrees to comply with the penalty provisions of California

1 Labor Code section 1775 and the payroll record keeping requirements of California  
2 Labor Code section 1771."

3 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
4 constitutes the entire understanding between the parties and supersedes all other  
5 agreements, oral or written, with respect to the subject matter in this Agreement.

6 18. INDEMNITY.

7 18.1 Contractor shall indemnify, protect and hold harmless City, its  
8 Boards, Commissions, and their officials, employees and agents ("Indemnified  
9 Parties"), from and against any and all liability, claims, demands, damage, loss,  
10 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
11 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
12 in connection with (1) Contractor's breach or failure to comply with any of its  
13 obligations contained in this Agreement, including any obligations arising from the  
14 Project's compliance with or failure to comply with applicable laws, including all  
15 applicable federal and state labor requirements including, without limitation, the  
16 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
17 acts, errors, omissions or misrepresentations committed by Contractor, its officers,  
18 employees, agents, subcontractors, or anyone under Contractor's control, in the  
19 performance of work or services under this Agreement (collectively "Claims" or  
20 individually "Claim").

21 18.2 In addition to Contractor's duty to indemnify, Contractor shall  
22 have a separate and wholly independent duty to defend Indemnified Parties at  
23 Contractor's expense by legal counsel approved by City, from and against all  
24 Claims, and shall continue this defense until the Claims are resolved, whether by  
25 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
26 breach, or the like on the part of Contractor shall be required for the duty to defend  
27 to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
28 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,

1 in the defense.

2 18.3 If a court of competent jurisdiction determines that a Claim was  
3 caused by the sole negligence or willful misconduct of Indemnified Parties,  
4 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the  
5 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
6 percentage of willful misconduct attributed by the court to the Indemnified Parties.

7 18.4 The provisions of this Section shall survive the expiration or  
8 termination of this Agreement.

9 19. AMBIGUITY. In the event of any conflict or ambiguity between this  
10 Agreement and any Exhibit, the provisions of this Agreement shall govern.

11 20. NONDISCRIMINATION.

12 20.1 In connection with performance of this Agreement and subject  
13 to applicable rules and regulations, Contractor shall not discriminate against any  
14 employee or applicant for employment because of race, religion, national origin,  
15 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
16 disability. Contractor shall ensure that applicants are employed, and that employees  
17 are treated during their employment, without regard to these bases. These actions  
18 shall include, but not be limited to, the following: employment, upgrading, demotion  
19 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
20 or other forms of compensation; and selection for training, including apprenticeship.

21 20.2 It is the policy of City to encourage the participation of  
22 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
23 procurement process, and Contractor agrees to use its best efforts to carry out this  
24 policy in its use of subcontractors and consultants/contractors to the fullest extent  
25 consistent with the efficient performance of this Agreement. Contractor may rely on  
26 written representations by subcontractors and contractors regarding their status.  
27 Contractor shall report to City in May and in December or, in the case of short-term  
28 agreements, prior to invoicing for final payment, the names of all subcontractors and

1 contractors hired by Contractor for this Project and information on whether or not  
2 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
3 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

4 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
5 accordance with the provisions of the Ordinance, this Agreement is subject to the  
6 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
7 Long Beach Municipal Code, as amended from time to time.

8 21.1 During the performance of this Agreement, the Contractor  
9 certifies and represents that the Contractor will comply with the EBO. The  
10 Contractor agrees to post the following statement in conspicuous places at its place  
11 of business available to employees and applicants for employment:

12 "During the performance of a contract with the City of Long Beach, the  
13 Contractor will provide equal benefits to employees with spouses and its  
14 employees with domestic partners. Additional information about the City of  
15 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
16 Long Beach Business Services Division at 562-570-6200."

17 21.2 The failure of the Contractor to comply with the EBO will be  
18 deemed to be a material breach of the Agreement by the City.

19 21.3 If the Contractor fails to comply with the EBO, the City may  
20 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
21 to become due under the Agreement may be retained by the City. The City may  
22 also pursue any and all other remedies at law or in equity for any breach.

23 21.4 Failure to comply with the EBO may be used as evidence  
24 against the Contractor in actions taken pursuant to the provisions of Long Beach  
25 Municipal Code 2.93 et seq., Contractor Responsibility.

26 21.5 If the City determines that the Contractor has set up or used its  
27 contracting entity for the purpose of evading the intent of the EBO, the City may  
28 terminate the Agreement on behalf of the City. Violation of this provision may be

1 used as evidence against the Contractor in actions taken pursuant to the provisions  
2 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

3 22. NOTICES. Any notice or approval required by this Agreement shall  
4 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
5 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
6 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
7 to the Police Chief at 400 West Broadway, Long Beach, California 90802. Notice of change  
8 of address shall be given in the same manner as stated for other notices. Notice shall be  
9 deemed given on the date deposited in the mail or on the date personal delivery is made,  
10 whichever occurs first.

11 23. COPYRIGHTS AND PATENT RIGHTS.

12 23.1 Contractor shall place the following copyright protection on all  
13 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

14 23.2 To the extent that Contractor develops work solely on behalf of  
15 the City, City reserves the exclusive right to seek and obtain a patent or copyright  
16 registration on this data and Contractor will grant City a royalty-free, worldwide, and  
17 perpetual right to use such intellectual property rights and other proprietary rights.  
18 By executing this Agreement, Contractor assigns such ownership interest to City.

19 23.3 Contractor warrants that the Data does not violate or infringe  
20 any patent, copyright, trade secret or other proprietary right of any other party.  
21 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials  
22 and employees harmless from any and all claims, demands, damages, loss, liability,  
23 causes of action, costs or expenses (including reasonable attorney's fees) whether  
24 or not reduced to judgment, arising from any breach or alleged breach of this  
25 warranty. The provisions of this Section shall survive the expiration or termination  
26 of this Agreement.

27 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
28 that Contractor has not employed or retained any entity or person to solicit or obtain this



1 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
2 commission or other monies based on or from the award of this Agreement. If Contractor  
3 breaches this warranty, City shall have the right to terminate this Agreement immediately  
4 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
5 due under this Agreement or otherwise recover the full amount of the fee, commission or  
6 other monies.

7           25. WAIVER. The acceptance of any services or the payment of any  
8 money by City shall not operate as a waiver of any provision of this Agreement or of any  
9 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
10 Agreement shall not constitute a waiver of any other or subsequent breach of this  
11 Agreement.

12           26. CONTINUATION. Termination or expiration of this Agreement shall  
13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
14 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

15           27. TAX REPORTING. As required by federal and state law, City is  
16 obligated to and will report the payment of compensation, if any, to Contractor on Form  
17 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes  
18 resulting from payments under this Agreement. Contractor shall submit Contractor's  
19 Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor  
20 does not have an EIN, in writing to City's Accounts Payable, Department of Financial  
21 Management. Contractor acknowledges and agrees that City has no obligation to pay  
22 Contractor until Contractor provides one of these numbers.

23           28. ADVERTISING. Contractor shall not use the name of City, its officials  
24 or employees in any advertising or solicitation for business or as a reference, without the  
25 prior approval of the City Manager or designee.

26           29. AUDIT. City shall have the right at all reasonable times during the  
27 term of this Agreement and for a period of five (5) years after termination or expiration of  
28 this Agreement to examine, audit, inspect, review, extract information from and copy all

books, records, accounts and other documents of Contractor relating to this Agreement.

30. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

31. ADDITIONAL TERMS. The parties agree to abide by the Terms of Use for Evidence.com, as specified in **Exhibit "E"**, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

AXON ENTERPRISE, INC., a Delaware corporation

By [Signature]  
Name Robert Driscoll  
Title VP, Sales Operations

By [Signature]  
Name Isiah Fields  
Title VP + Associate General Counsel

"Contractor"

CITY OF LONG BEACH, a municipal corporation

By [Signature]  
City Manager

"City"

This Agreement is approved as to form on June 5, 2018.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A”

Project Work



City of Long Beach  
Purchasing Division  
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### **3. SCOPE OF PROJECT**

The City is seeking proposals from qualified contractors to furnish body worn cameras, related accessories, supporting software, digital video storage, an implementation plan, technology infrastructure assessment and solution, as well as training and technology support for a pilot program, at no cost to the City. More than one vendor may be invited to participate in the pilot program to field test body worn cameras, related accessories, and all technology/software support for up to one year. The City intends to use the pilot program to determine the value of the equipment, and whether the use of body worn camera equipment is compatible with the City's technological infrastructure, allowing the option to expand as an ongoing part of public safety operations. At the conclusion of the pilot program, the City will determine the final scale of a department-wide application of body worn cameras or return the equipment to the Contractor.

The City is seeking a "turn-key" body worn camera pilot program from an experienced Contractor(s). The City may award to a single Contractor but reserves the option to award to multiple Contractors to test various technologies during the pilot program.

The City is seeking a "turn-key" body worn camera pilot program and will require, but is not limited to, the elements identified below:

- Deploying up to 200 body worn cameras in the field (quantity is subject to change);
- A body worn camera that offers ease of use and is operationally efficient, compatible and secure;
- A battery life of 12 hours operating in continuous recording/buffering mode with a storage capacity of 32B or greater and resolution of 720p or higher with 30 Unique FPS without variability, and ability to input Meta data in real time;
- A mounting solution that is flexible, secure and compatible with a range of LBPD Standard uniforms and eliminates any opportunity for video obstruction caused by other body worn camera mounting or accessory equipment;
- A data transfer and device management solution that is efficient, secure and compatible with LBPD operations utilizing a high-capacity docking station and flexibility in managing throughput, simultaneous data offload, and remote management capabilities;
- A data storage solution on a cloud-based platform to maintain video of all officer interactions with the public for the duration of the pilot program with the ability to retain criminal evidence, use of force incidents and video related to potential liability indefinitely;



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- Presentation of redaction options included with the body worn camera solution;
- Access to stored video by officers, detectives, supervisors, District Attorneys and City Prosecutors;
- Immediate accessibility to review recorded video footage by the officer of the camera unit and LBPD system administrators;
- Presentation of the standard hardware warranty (camera, docks, accessories, batteries, etc.);
- Development of both an implementation plan and transition plan with milestones, activities, identification of the Contractor's key personnel, and planned coordination efforts between the Contractor and the City clearly defined. Any implementation or transition activities will be provided at no cost to the City and will require approval by the City prior to execution;
- Provides the City a detailed implementation project plan that includes a technology infrastructure assessment on the City's readiness for the implementation of the selected body worn camera solution, identifies any barriers to implementation, the vendor's proposed remediation of any identified barriers and all necessary information for implementation. Vendor will supply solutions to remediate any of the identified barriers at no cost to the City.
- Recommend and coordinate installation and integration of body worn cameras, related accessories, supporting software, digital video storage, and technology infrastructure. Any Contractor installation plan and activities require review, approval and coordination with the City's Technology and Innovation Department to ensure compatibility.
- Provide technical training for all pilot users, administration, technology personnel;
- Provision of body cameras, accessories, supporting software, data storage, a City technology infrastructure assessment, body camera implementation plan, training and software support at no cost to the City during the contract term of the pilot program;
- Reasonable cost based on an estimated cost rate sheet for LBPD department-wide full deployment of approximately 600 body worn cameras and a cloud-based digital storage solution.



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- Transition plan and support that meet the following requisites:
  - If the City elects to continue its use of the Contractor's body worn cameras at the conclusion of the pilot program, the awarded Contractor shall allow the option to retain the original camera equipment and furnish additional equipment at a negotiated price.
  - If the City elects to discontinue its use of the Contractor's body worn camera solution at the conclusion of the pilot program, at the cost of the selected vendor the Contractor shall remove, replace, restore, or leave (if the City agrees) any structural, vehicle or infrastructure changes accommodated to support use of Contractor's body worn camera product. The Contractor will have responsibility to restore City assets, equipment, and infrastructure to its original state prior to implementation of any changes needed to accommodate the Contractor's body worn camera solution. All video and media files will remain under ownership of the City. Contractor will export all video and media files with Meta data to a non-Contractor video storage solution at no cost to the City. Development of a transition plan and timeline, inclusive of all activities stated above, will be the responsibility of a vendor to prepare and present to the City. Any implementation of said activities will require approval by the City prior to implementation.



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## **7. PROJECT SPECIFICATIONS**

### **7.1 Equipment**

#### **7.1.1. Camera**

The City is seeking a body worn camera that offers ease of use and is operationally efficient, compatible, and secure. Proposed cameras must currently have functionality that meets or exceeds the following desired specifications.

7.1.1.1 A battery life of 12 hours operating in continuous recording/buffering mode.

7.1.1.2 Storage capacity of 32GB or greater.

7.1.1.3 A time configurable buffering mode with resolution of 720p or higher with 30 Unique FPS without variability.

7.1.1.4 Allows Meta data to be inputted in real time in the field via a software application.

7.1.1.5 A recording resolution of 720p or higher with 30 Unique FPS without variability.

7.1.1.6 Contains user configurable visual/audible indicators on camera.

7.1.1.7 Has an IPX4 or greater water resistance rating.

7.1.1.8 Can withstand a six-feet plus height drop on hard concrete surfaces.

7.1.1.9 Allows for simultaneous recording of video and audio using industry standard file formats.

7.1.1.10 Camera has a tamper proof camera design.

7.1.1.11 All necessary clips, cables, viewing devices and any other required accessories.



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### 7.1.2 Mounting Option

The City seeks a mounting solution that is flexible, secure and compatible with LBPB standard uniforms.

7.1.2.1 Camera unit and mounting design are free of any potential video obstructions caused by mounting or accessory equipment.

## 7.2 Technology

### 7.2.1 Data Transfer and Device Management

The City seeks a solution that is efficient, secure, and compatible with LBPB operations.

7.2.1.1 Data is transferred via a high capacity docking station.

7.2.1.2 Bandwidth and throughput for the docking station is configurable.

7.2.1.3 Data from multiple cameras can be simultaneously offloaded from a single docking station.

7.2.1.4 Docks can be managed remotely.

7.2.1.5 The system allows for Zero Touch remote Firmware upgrades for cameras and docking stations.

### 7.2.2 Data Storage and Management

7.2.2.1 Provides a secured facility where all recorded information is to be stored, backed up, and available for retrieval as needed. Secure data storage should be sufficient to maintain video of all officer interactions with the public for the duration of the pilot program. The City will retain ownership of all data during the pilot program and at the conclusion of the program.

7.2.2.2 A contractor supplied web portal for authorized City employees, District Attorneys, City Prosecutors, and approved PRA requestors to access and download recorded video, including tiered access restrictions for specific internal investigations related files.

7.2.2.3 All media files shall be playable via non-proprietary software/format

7.2.2.4 Media files are accessible for immediate viewing by the officer operating the camera unit and system administrators.





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7.2.2.5 Contractor shall maintain video and audio data in accordance with the FBI's Criminal Justice Information Services (CJIS) Security Policy requirements and all other applicable State of California regulations. Contractor shall specify how their data security and storage proposal meets CJIS requirements.

7.2.2.6 The digital video storage system shall be cloud-based that offers ease of use and is operationally efficient, compatible and secure.

7.2.2.6.1 Ability to share media file content through use of a secure link.

7.2.2.7 Provide the City with video redaction options.

7.2.2.8 Support Software features:

7.2.2.8.1 Provides Native Active Directory Integration.

7.2.2.8.2 Provides complete auditing capabilities.

7.2.2.8.3 Provides web based system wide administration.

7.2.2.8.4 Provides web based client access.

7.2.2.8.5 Provides an API or web service interfaces (e.g. ability to interface with CAD, RMS, etc.).

7.2.2.8.6 Can securely stream the video via the browser.

7.2.2.8.7 Contains no local or offline caching of the video.

### 7.3 Implementation, Training, and Transition Support

#### 7.3.1 Implementation Project Plan

As part of the pilot program, Contractor must provide the City a detailed implementation project plan that includes a technology infrastructure assessment on the City's readiness for the implementation of the selected BWC solution, identifies any barriers to implementation, the vendor's proposed remediation of any identified barriers and all necessary information for implementation. Vendor will supply solutions to remediate any of the identified barriers at no cost to the City.

#### 7.3.2 Implementation and Training Schedule

The City is prioritizing an expedited implementation plan and aims to begin field testing of body worn cameras within one month of contract execution.

7.3.2.1. Provide a proposed implementation plan covering all elements of deployment of 200 body worn cameras. Include in the plan:



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- 7.3.2.1.1. A detailed description of key activities, milestones and deliverables.
- 7.3.2.1.2. A communication plan between the Contractor's organization, LBPd and City staff.
- 7.3.2.1.3. A clear timeline from contract award to "go live" field deployment.
- 7.3.2.1.4. The names, positions and project responsibilities of the implementation team to be assigned to this project.
- 7.3.2.1.5. The implementation plan will require approval by the City prior to execution.
- 7.3.2.2. Technical training for key personnel on, at minimum equipment use, basic troubleshooting skills, familiarization with the software used for the system.
- 7.3.2.3. A training schedule based on "train the trainer" model that includes sample literature and content as well as the names and responsibilities of the training team.
- 7.3.2.4. Provide expert witnesses as needed for testifying in court and/or depositions regarding the technical operation and accuracy of the system.

### 7.3.3 Transition Support

- 7.3.3.1 Confirmation to provide the hardware, software, support software services, technology assessment of the City's infrastructure, digital video storage, implementation/training schedule, and export to non-contractor video storage solution (if needed) free of charge over the contract term of the pilot program.
- 7.3.3.2 If the City elects to continue its use of the Contractor's body worn cameras at the conclusion of the pilot program, the awarded Contractor will allow the option to retain the original camera equipment and furnish additional equipment at a negotiated price
- 7.3.3.3 If at the conclusion of the pilot program, the contractor is not selected to supply a body worn camera solution to the City, Contractor shall remove, replace, restore, or leave (if the City agrees) any structural, vehicle or infrastructure changes accommodated to support use of Contractor's body worn camera product. The Contractor will have responsibility to restore City assets, equipment, and infrastructure to its original state prior to



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implementation of any changes needed to accommodate the Contractor's body worn camera solution at no cost to the City.

- 7.3.3.4 Contractor to export all video and media files with Meta data to a non-Contractor video storage solution, free of charge, should use of the Contractor's body worn camera solution be discontinued at any time.

## **8. WARRANTY/MAINTENANCE AND SERVICE**

Please specify in detail the Contractor's warranty/maintenance and service assuming a permanent body worn camera program including department-wide deployment of 600 body worn cameras:

- 8.1. The length and terms of the warranty/maintenance and service provided with each piece of equipment and/or software to be installed.
- 8.2. Contractors shall specify if subcontractors will perform warranty/maintenance, or service locations where warranty/maintenance/service will be performed, along with contact name(s) and phone number(s).
- 8.3. Specify service response time when a service technician will be on-site.
- 8.4. Specify additional charges, if any, for quicker response time.
- 8.5. Detail how a major component failure will be handled to ensure no or minimal loss of service.
- 8.6. Damaged equipment will be replaced by the contractor at no cost to the City within five (5) business days.

## COMPANY BACKGROUND AND REFERENCES

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The information requested in this section shall be submitted with the Statement of Qualifications proposal as a separate section and will not count towards any aforementioned page limit.

### 9.1 Subcontractor Information

#### 9.1.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No ☒ Initials SM

If "Yes", Contractor must:

9.1.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

9.1.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.

9.1.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.

9.1.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

9.1.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

## PROJECT UNDERSTANDING AND APPROACH

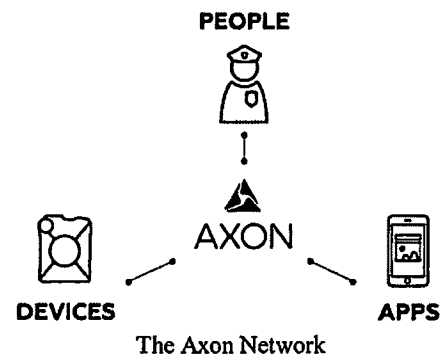
**Please note:** The pagination beginning in this section has restarted at page 1 of the 10-page maximum length. Per the RFP, the Cover Letter (Section 4.11.1 on page 11) and the Company Background and References portion (Section 9, page 19), will not count towards any aforementioned page limit.

### Project Understanding

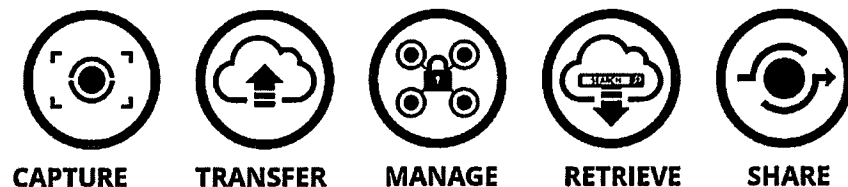
Axon's proposed body-worn camera and digital evidence management solution fully complies with the technical specifications in Section 7.0 Project Specifications.

#### The Axon Digital Evidence Workflow

In the following pages, we detail how Axon hardware and the Evidence.com technology platform can support your agency, increasing safety, efficiency, and transparency through our Digital Evidence Workflow (DEW). Axon's DEW ties together the people, devices, and applications that make up the Axon Network.



At Axon, we recognize how time-consuming, disorganized, and costly the current process is, and we've set out to solve these issues for our customers through the workflow outlined below. Our DEW is designed to move large amounts of data and media throughout an agency's ecosystem without the manual tasks, costs and inefficiencies typically associated with the process. We identified five DEW phases and correlated each phase to Axon technologies:



- **Capture:** Record video evidence and related metadata with your Axon camera device or Axon mobile app. (Digital content recorded by other systems can be integrated into the DEW as well – see the Transfer step, below.)
- **Transfer:** Upload content to Evidence.com in any file format, from any device. Automatically ingest content from Axon body-worn cameras using the Axon Dock and mobile applications. You can also upload evidence directly from your hard drive or computer using Axon's third-party upload solutions.
- **Manage:** Effectively organize your users, devices, and the data created in a central, scalable, secure system. Users can be easily managed through active directory integration and operational group permissions. Devices can be easily managed through bulk assignments and enterprise-level reporting. Every data file can be easily stored, indexed, reviewed, and tracked through cutting edge tools like RMS/CAD integration, mobile applications, smarter redaction tools, and dynamic audit trails.

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- **Retrieve:** Find evidence quickly with simple search features. Avoid paper pushing with simple online searches. Find evidence by date, title or key words. Group your evidence by case for easy lookup and effective collaboration.
- **Share:** Grant content access to specific people or share content with a secure link. Spend less time as a courier of evidence and more time on the street. Evidence.com allows you to securely share your evidence internally and externally to facilitate and expedite case management.

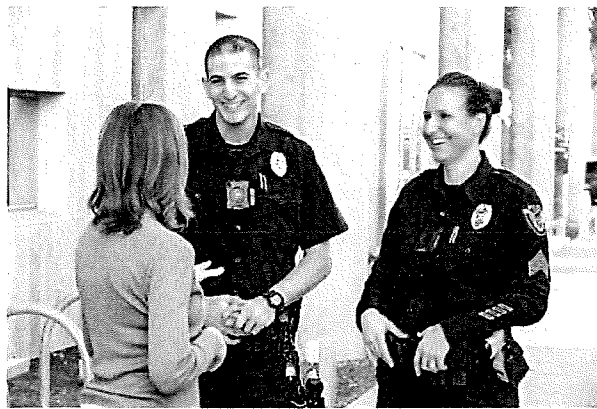
### Axon Body Camera Features, Benefits, & Added Value

The **Capture** phase is the most visible and generally best-understood stage of the DEW. Law enforcement is more complex than ever before. Axon uses technology to simplify the work you do every day throughout the criminal justice system. Our connected solutions help you be safer and more efficient, and enable greater transparency with the communities you serve.

Axon offers two body-worn camera models; the **Axon Body 2** and the **Axon Flex 2**. Axon cameras are proven to protect officers from false claims, enhance public trust, improve civilian behavior, decrease litigation, help keep officers safe and accountable and make communities safer.

#### Point-of-View Imaging

The **Axon Body 2** camera is designed to be mounted on an officer's uniform and provides an industry-leading 143° lens. The single-unit on-officer camera features a configurable pre-event buffer, versatile mounts and industry-leading video quality.



The Axon Body 2 camera attaches securely and comfortably to officers' uniforms, so they can focus on what's important

- **Pre-event Buffering** -It is crucial for an officer's camera to capture the events leading up to the incident, and not just the incident itself. The Axon's full-shift recording buffer feature automatically captures up to 120 seconds prior to camera activation, providing the proper context for an officer's actions.
- **12+ Hours of Battery Life** -Axon cameras are designed with a battery to last a typical 12-hour shift. If a critical event happens, not having enough battery life left to capture it could be devastating.
- **"Retina Low-Light" Imaging Technology** - Axon implemented in its technology a camera that mimics the light-perception of the human retina to capture exactly what the officer sees. Both the Axon Body 2 and Axon Flex 2 are equipped with "retina low-light" technology, which adjusts to changes in lighting just like the human eye.

## Mobile Applications

Axon's mobile applications, Axon View and Axon Capture, are compatible with both Android and iOS devices.

**Axon View** automatically maps video with GPS data and allows real-time metadata tagging from your phone. Before you set foot in the office, your video is filed into the correct evidentiary category, and, has a title and ID. When you need it, evidence can be accessed quickly with a simple keyword search.

**Axon Capture** is a mobile app built specifically for law enforcement to capture digital evidence from the field. Axon Capture eliminates the need to carry three separate devices for photo, video, and audio recording. Instead, it builds upon the native capabilities of your smartphone with the security and organization needed to protect truth.

## The Axon Dock -Charge and Upload Data Simultaneously

During this phase, agencies must take the digital evidence they've captured and either ingest or transfer it into a management system. The most efficient way to deal with this is through automation, but many capture devices do not offer this capability.

With the Axon Dock, your camera charging station is also your automatic data uploader and firmware downloader. At end of a shift, the Dock syncs video from Axon cameras during routine charging and videos are uploaded directly to Evidence.com, eliminating manual or duplicative processes, freeing officers to focus on more important duties.

## Leave the Camera, Take Back Time

The demands of law enforcement mean that every minute of an officer's day must be used wisely. If they are not prepared with the right technology and infrastructure, agencies can become quickly overwhelmed by the tasks associated with managing digital evidence. The Axon Dock puts time back in the agency's hands by eliminating unnecessary manual processes.

After an officer's shift, they will place their Axon camera into the docking station. The multi-charging, multi-docking station allows for seamless upload of captured media.



Dock and walk. It's that simple.

## Axon Upload Workflow

- All communication will be conducted over 256-bit AES encryption.
- All associated metadata will be uploaded to Evidence.com. This includes the CAD or RMS incident numbers, categories, and video title, if applicable.
- A SHA-2 cryptographic hash function is applied to each MP4 video and serves as a digital fingerprint for each video captured.
- Once files are verified, they are deleted from the Axon camera.

## **Evidence.com**

The **Manage/Store** phase is the most hands-on part of the digital evidence workflow. While some law enforcement agencies do have a vendor supplied or in-house developed digital information management system, the cost of maintaining, securing and backing up the system is prohibitive. Evidence.com is a scalable, cloud-based system that consolidates all of your digital files, making them easy to manage, access and share while maintaining chain of custody.

- **Mobile Integration** – Store and manage files captured with mobile devices in the field
- **Case Management** – Quickly view and share all digital files related by case number
- **One Click Search** – Search by Officer name, incident ID, location, and other tags to find files quickly
- **Redaction Suite** – Save time with automated and bulk redaction and share files easily to fulfill FOIA requests
- **Configurable Retention** – Create automatic retention periods associated with each evidentiary category, based on type and severity of an incident
- **Analytics and Auditing** – Run reports and monitor system usage, from total videos uploaded, uncategorized, shared and deleted
- **Prosecutor Workflow** – Connect digitally with prosecutors using the most scalable sharing solution available
- **CJIS Compliant**: Evidence.com is fully CJIS compliant
- **Data Encryption**: All information is fully encrypted in transit and at rest
- **Customizable User Permissions**: Administrators can determine what files can be viewed by users and groups of users

## **Search Easily- Find Any File and Search by Title, Date, Keyword or Other Fields**

By enabling officers to annotate Axon video with metadata, Evidence.com turns what was once an overwhelming amount of information into one searchable database. The Evidence Search user interface consists of a simple layout, while still providing advanced searching capabilities, as well as additional controls for how search results are displayed. Search results are automatically updated as users enter filter information.

## **Native Redaction Suite**

Axon is focused on streamlining the redaction process. Because most video tools are not designed specifically for redaction, they can be difficult to use. Many tools force the user to undertake frame-by-frame editing for redaction, which is extremely time consuming. Additionally, agencies indicate they receive large requests for videos spanning decades.

- **Skin Blurring Redaction** -When using this feature, the user selects the level of skin blurring. Then, during processing, the redaction algorithm searches for skin tones throughout the video and blurs them to the selected level. With skin blurring, users can quickly redact all the faces and skin within a video - which is extremely useful when trying to redact crowds.
- **Bulk Redaction** -Complete redaction of each individual video frame within a video. This feature is designed to leverage the Evidence.com cloud infrastructure by allowing agencies to redact multiple, if not hundreds, of videos at once.



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- **Smart Tracker Redaction** - Object specific recognition algorithms to identify specific objects within a video frame such as an upper torso. The algorithm will then apply a blur effect over the specified object.
- **Manual Redaction** - Frame by frame application of a vector mask in order to obfuscate specific parts of a video. Optionally, audio redaction can be enabled during manually redacted video segments.
- **Real-Time Object Tracking** - Most redaction tools require users to send redaction jobs out to be processed before they can see the results. The problem with this workflow is that the tracking algorithms are not 100% accurate, and once they fall off the object, they almost always stay off. This can become extremely frustrating as a user sends a job off, then gets it back only to find that the object was not tracked and has to manually edit the file.
- **Manual and "Spray Paint" Redaction** - While the manual redaction techniques are generally more tedious than automated approaches, they are still extremely important, as they provide users with the ability to make very precise, granular redactions and edits. This is especially important during the review stages of redaction. The Redaction Studio workflow will allow users to manipulate a mask's position over time, and keep track of those changes so that the user doesn't have to create a new mask for every minor position and size edit.

**Additional Redaction Functionality**

- **Audio Only:** Complete removal of audio track for the duration specified.
- **Blackout:** Complete replacement of all video frames with color block for the duration specified. Optionally audio redaction can be enabled during video segments that have been blackout redacted.
- **Filter:** Complete application of various image-processing filters for the duration specified. Optionally audio redaction can be enabled during video segments that have been blackout redacted.

**Sharing**

Sharing is expedited through the electronic mechanisms available within Evidence.com. A single request for evidence can take hours to complete and the manual transport of copies wastes the time of numerous officers – time which could be better spent on the street. Finally, manual sharing of digital evidence frequently leads to lost copies, resulting in the entire process having to be repeated at additional costs.

**Evidence.com for Prosecutors**

Digital evidence is a tool with unprecedented potential for prosecution, but real implications for evidence management. That's why we've made a platform dedicated to prosecutors.

The same end-to-end evidence management solutions of Evidence.com now allow prosecutors to manage evidence of any type, from any agency, all in one place. Files can be shared during discovery, the complete chain of custody is maintained, and all evidence is encrypted. For prosecuting attorneys working with agencies using Evidence.com, standard licenses are free.

## **Conclusion**

Officers require reliable camera equipment that's ready to record when a critical moment is unfolding. Axon cameras provide best-in-class battery life and are easy to use, ensuring your officers never miss a critical moment, and our mobile apps save time on administrative work.

Location no longer impedes evidence upload – versatility makes transferring data easy. Videos captured on Axon devices can be securely uploaded from the car, from the officer's home, or from the precinct. Managing digital evidence effectively requires a secure, centralized, and feature-rich system that can handle all types of digital files. Evidence.com empowers agencies with industry-leading security and on-demand evidence management tools.

Evidence retrieval doesn't have to be difficult or time-consuming. Evidence.com's tagging and categorization capabilities coupled with intuitive online search tools simplify and speed up the process. Sharing evidence through the Evidence.com platform is cost-effective and secure. Agencies can access the evidence they need on-demand, without all the paper pushing.

## **Project Approach**

The implementation process begins with an on-site kickoff meeting. A project schedule will be created to outline the estimated timeline (including number of days necessary for each phase of the LBPD's implementation) and training specific to your program. Installations, registrations, configurations, set up of user accounts, assignment of roles and permissions, etc., will occur prior to user training sessions.

The LBPD should designate the Project Manager and an IT point of contact at your agency that will be overseeing the project to facilitate communication with Axon during implementation. The LBPD will also need to assign a staff member as your Evidence.com 'Super Administrator' – this role is created by Axon during the initial implementation cycle. This account does not differ from other administrator accounts setup within the agency. It is called Super Administrator only because it is the first account that is required to be set up for a new agency.

Typically, the 'Super Administrator' is the individual foremost responsible for the agency's Evidence.com account. The Super Administrator will be the first user account created and will serve as the starting point for Evidence.com configuration, including:

- Defining security settings
- Creating custom roles and setting permissions,
- Adding users (user, administrator, armorer or any other custom roles)
- Assigning and reassigning devices
- Creating categories and setting retention policies, and
- Several other administrative features of the Evidence.com services.

Axon's project team consists of individuals with experience in the law enforcement field, as well as experience supporting Axon's customer partners worldwide. Our most experienced and skilled personnel will be involved in the implementation, development, deployment, management, and support of your body-worn camera and digital evidence management program. The Axon Project Team for the LBPD's Pilot will consist of the following key personnel.

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**Doug Dirren, Strategic Project Manager**

Your Strategic Project Manager (SPM) will work alongside your Regional Support Manager to develop a project schedule and go-live checklist for your deployment of Axon cameras and docks, as well as assisting with Evidence.com account configuration, setup and training. The SPM will ensure that all integrations, configurations and trainings are completed or scheduled prior to deployment.

In 2010, Doug began working at Axon where he has been an instructor domestically and internationally, a Regional Sales Representative, Professional Services Senior Manager and is currently one of our Strategic Project Managers where he works with major agencies with planning, coordinating and deploying their Axon camera and Evidence.com programs. Prior to joining Axon, Doug spent 30 years with the Scottsdale, AZ Police Department, where he led his department's Axon program. Doug holds a Bachelor of Science degree in Public Administration as well as a Basic Peace Officer Certification from the Arizona Law Enforcement Academy.

**AJ Banda, Regional Support Manager**

Your Regional Support Manager (RSM) focuses on ensuring agencies have successful Axon product trial and evaluations. Your RSM will ensure a smooth Axon trial and evaluation period by coordinating the delivery, installation, setup and configuration for the trial period as well as conducting any applicable training. Using his or her knowledge and expertise, your RSM will develop an understanding of your agency's goals, pain points, and drivers during your trial and evaluation to ensure a positive experience.

AJ has been with Axon since 2010 and is based out of our Scottsdale headquarters. He is the Regional Support Manager for major agencies in the South, including Tennessee, Arizona, Arkansas, Louisiana, Mississippi Nevada, New Mexico, Oklahoma, and Texas.

**Joe Fiumara, Professional Services Senior Director**

Joe is in a management role will act as an additional resource assigned to LBPD. Joe served in a wide variety of assignments during his 26-year law enforcement career, retiring at the rank of Police Captain. He was an early adopter and advocate of body-worn video and a frequent contributor to model policy and best practice developments across the U.S. He was a member of the National Institute of Justice Less-Lethal and Pursuit Technologies technical working groups and a Subject Matter Expert (SME) for federal law enforcement product and grant reviews. Since joining Axon, he has overseen successful deployment of Axon on-officer video and Evidence.com at agencies ranging from in size from 10 to 10,000. Joe has a BS in Criminal Justice and is a graduate of the FBI National Academy, 230th Session.

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STATEMENT OF QUALIFICATIONS AND PROPOSAL (NARRATIVE/TECHNICAL PROPOSAL)

## Key Personnel Matrix

Role	Project Responsibility	Experience / Qualifications
<b>Doug Dirren,</b> Strategic Project Manager	Doug will act as the lead project manager and oversee all events leading to the LBPD's successful body camera pilot deployment. He will create a project plan (a preliminary project plan is included as appendix B). Doug will also manage coordination of equipment delivery, configuration and set-up and training. Doug will act as the LBPD's on-call project manager.	<p>Prior to joining Axon, Doug spent 30 years with the Scottsdale, AZ Police Department, where he led his department's Axon program. Doug holds a Bachelor of Science degree in Public Administration as well as a Basic Peace Officer Certification from the Arizona Law Enforcement Academy.</p> <p>Doug has worked with over 250 agencies across the nation managing and training their staff for a successful body camera program." In California alone, Doug has worked with a number of agencies of various sizes. Of them is Alameda County Sheriff, Santa Clara County Sheriff, San Diego County Sheriff, San Jose PD, Sacramento PD, Huntington Beach PD, Pasadena PD, Fresno PD, and many other smaller sized agencies.</p>
<b>AJ Banda,</b> Senior Regional Support Manager	AJ's role is to support agencies with equipment trials, including setup and post-deployment needs related to technical support. Due to the size of the LBPD's pilot, AJ will act as Doug's righthand man and assist with the tasks outlined above as needed.	AJ has been with Axon for over seven years. He served as the RSM for the following agencies: Honolulu, HI PD, San Mateo, CA CSO, Boston, MA PD, Dallas, TX PD, Austin TX PD, Albuquerque, NM PD, Fort Worth, TX PD, New Orleans, LA PD Denver, CO PD and Las Vegas, NV Metro PD.
<b>Joe Fiumara,</b> Professional Services Senior Director	Due to the size of the LBPD's pilot, and to ensure adequate support, Joe will assist with the activities outlined above.	Joe served in a wide variety of assignments during his 26-year law enforcement career, retiring at the rank of Police Captain. Since joining Axon, he has overseen successful deployment of Axon on-officer video and Evidence.com at agencies ranging from in size from 10 to 10,000.

## PRIMARY CONTRACTOR INFORMATION

### Company Ownership

Axon Enterprise first incorporated on January 5, 2001 in Delaware as TASER International, Inc. In the spring of 2017, TASER International, Inc. changed its name to Axon Enterprise, Inc. to reflect our expanded technology focus. Today, Axon is an active Delaware corporation with its headquarters and manufacturing facility located in Scottsdale, AZ. Our software engineering office is in Seattle, WA. Sales and Professional Services staff are based out of various locations across the United States and travel as necessary. Axon's Secretary of State Certification is included as Attachment F. The Long Beach Police Department (as well as all other California accounts) will be serviced from the following locations:

#### Axon Headquarters

17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255

#### Axon Washington

1100 Olive Way, Suite 1300  
Seattle, WA 98101

Axon has 949 full-time employees and 146 temporary employees. The breakdown of our full-time employees by department was as follows: 354 direct manufacturing employees, 600 administrative and manufacturing support employees and 141 employees within sales, marketing, communications and training. Of the 146 temporary employees, more than 91% worked in direct manufacturing roles. Neither full time nor part-time Axon employees residing in Long Beach. Resumes of each key staff member are included in Appendix A.

Axon Proposal Contacts	
Julia Leibelshon, Sr. Proposal Manger	Chad Kapler, Axon Senior Regional Manager
(P): 480-502-6249; (F):480-991-0791	(P): 602-750-2736; (F):480-991-0791
jleibelshon@axon.com; contracts@axon.com	Ckapler@axon.com; contracts@axon.com
17800 N. 85 <sup>th</sup> St., Scottsdale, AZ 85255	17800 N. 85 <sup>th</sup> St., Scottsdale, AZ 85255

### Company Background & History

Axon has literally thousands of customers in the United States and around the world. Axon has booked approximately 201,500 cumulative Evidence.com licenses for more than 7,500 agencies.

**Axon has been offering body-worn camera technology to law enforcement for well over a decade.** Our experience working with law enforcement agencies deploying our Conducted Electrical Weapon (CEW) solutions gave us insight into the current needs of our customers, and we used the knowledge we gained to design additional solutions for evidence capture and management. Our cameras are more than just tools, they're wearable technology, designed with a specific end in mind – safety and efficiency for your agency.

The Axon platform of connected video recording, cloud and mobile technologies is built around Evidence.com, a scalable, cloud-based system that centralizes all types of digital files. Evidence.com has been operating at scale since 2009.

## **STAFFING RESOURCES AND QUALIFICATIONS**

The resumes of key staff are included in **Appendix A** (each is under two pages in length).

### **Availability of Key Personnel**

**Doug** will be available for the entire duration of the project and directly accessible at any time. The only other project obligation is with Maricopa County Sheriff's Office in Phoenix, AZ (where Doug resides). **Joe Fiumara** is included as the key staff for the LBPD's pilot to provide program consistency and ensure the department will always have a resource available.

**AJ** travels routinely across the United States to conduct training sessions and high-level meetings with major city/county agencies, specific to their Axon evaluation. **AJ** be available for the entire duration of the project and directly accessible at any time.

**Joe** is in a management role with no current lead or direct delivery of service obligations. He will act as an additional resource for the primary project managers.

### **Joe Fiumara's References**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **Doug Dirren's References**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **AJ Banda's References**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## 1. PROJECT SUMMARY

This Statement of Work outlines the responsibilities of Axon and the LBPD for implementing the rollout of Axon body-worn cameras and Evidence.com within LBPD's organization.

### 1.1 Project Scope

The Axon Camera and Evidence.com deployment will be completed over <<numberofphases>> phases within one year, <<month>> <<year>> – <<month>> <<year>>. Axon will provide the following deliverables to help effectively deploy Axon Services and Products within the timeline set forth by LBPD:

- Evidence.com account set up
- Axon Mobile app installation
- Roles/Permissions set-up assistance
- Delivery of Axon hardware
- Evidence Dock configuration assistance
- Assistance with set up of Evidence.com user accounts
- Training
- Integration with CAD/RMS System (if applicable)

## 2. PROJECT MANAGEMENT

Axon will assign a Project Manager that will provide the expertise to execute a successful body camera deployment and implementation. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with LBPD's Project Manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

### 2.1 Project Management Reporting, Documentation and Communication Strategy

The attached Project Plan includes a comprehensive project plan outlining the tasks, responsibilities and schedule for the first phase of LBPD's body camera roll-out.

After obtaining agreement from LBPD on the project plan and rollout schedule, Axon's Project manager will ensure all team members from Axon and LBPD are continually updated on the status of the body camera program through:

- Development of a communication plan for implementation
- Weekly status meetings via conference call/webinar
- Project briefings to LBPD's Management team as requested
- Configuration manuals and best practices documentation

## 3. PROFESSIONAL SERVICES

Axon's professional services team consists of Customer Support Specialists, Sales Engineers, Trainers and Project Managers to help with all phases of LBPD's deployment.

### 3.1. Pre-Deployment Assistance

Prior to the go-live date for each phase of the deployment, Axon's Professional Services team will perform the following tasks:

- **Evidence.com account set up:** Axon will send an Evidence.com invite email to LBPB's designated administrator. The administrator must accept the Invitation to initiate access to Evidence.com. This task is completed prior to the initial launch of project but not for subsequent phases.
- **Axon Mobile app:** Axon will pre-download the Axon Mobile app on devices purchased through Axon. If using the app on personal or department-assigned devices, installation of the free app will be supported during training through the Apple/Android App stores.
- **Roles/Permissions set-up assistance:** Axon can provide a step-by-step explanation and assistance for LBPB's configuration of categories, custom roles and permissions within the Evidence.com Admin tab.
- **Delivery of Axon hardware:** Axon will send all equipment per contract requirements via FedEx and provide tracking information to LBPB.
- **Evidence Dock configuration:** Axon will provide 2 days of on-site assistance for configuring Evidence Docks. Axon can assist with dock configuration if requested.

### 3.2. Training

Axon will provide one week of on-site training to lead the first phase of the Axon deployment. The trainings include:

**End-user go-live training and support:** This training provides individual device set up and configuration assistance, pairing with viewers when applicable, and training on device use, Evidence.com and Evidence Sync. The training also includes policy overview by the agency leadership team. (average training time: 3 hours).

**Administrator training:** This training provides a deep dive into Evidence.com for staff members that will be using Evidence.com but not wearing a camera. It covers topics such as building cases, searching users and sharing data within and outside of the Agency. The training can be customized to the needs of the individual Agency (average training time: 2 hours).

**Axon Instructor training:** This training provides instruction to LBPB in-house trainers, with the goal of certifying instructors who can support LBPB's subsequent Axon camera and Evidence.com training needs (average training time: 4 hours).

### 3.3. Support and Maintenance.

Axon has a full Customer Support division. Customer Service is available 24/7 via email and live phone support Monday-Friday, 7:00AM – 5:00PM MST. For technical or Customer Service assistance, LBPB can contact 800-978-2737 or [cs@axon.com](mailto:cs@axon.com). Axon also has a dedicated line available for emergencies, with a live Support Specialist available 24/7.

In addition to Axon's Customer Service team, an experienced Support Manager will be assigned to LBPB. He/she will cover post-production needs related to maintenance and technical support on all hardware and software.

### 3.4. CAD/RMS integration (if applicable)

The CAD/RMS integration will consist of the development of an integration module that allows the Evidence.com services to interact with the LBPB's CAD/RMS. Licensees may use the integration module to automatically tag the Axon recorded videos with data already maintained in the Agency's CAD/RMS, including, but not limited to, a case ID, category, and location.



Projected completion of the integration is <<date>>. After completion acceptance by LBPd, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com services at no additional charge as long as LBPd maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because LBPd changes its RMS.

### **3.5 Acceptance Checklist**

Axon will present LBPd with an Acceptance Checklist (Checklist) upon Axon's completion of the Services and Integrations. LBPd will sign the Checklist acknowledging completion of the Services and Integrations once the on-site service session has been completed.

If LBPd reasonably believes that Axon did not complete the Services and Integrations in substantial conformance with this SOW, LBPd will notify Axon in writing of its specific reasons for rejection of the Services within 14 calendar days from delivery of the Checklist to LBPd. Axon will address LBPd's issues and then will re-present the Checklist for approval.

### **3.6 Key Assumptions**

The Services, fees, and delivery schedule for this project are based on the following assumptions:

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

## **4. LBPd RESPONSIBILITIES**

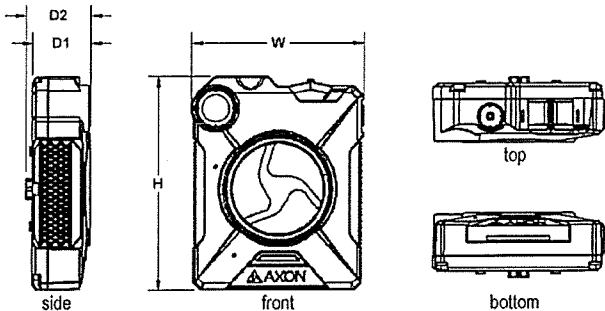
In order to fulfill the deliverables listed in this SOW, LBPd is responsible for contributing to project status reports, reporting project issues, and providing internal resources to assist with hardware and software set-up and configuration.


### **4.1 LBPd Tasks**

To ensure a successful deployment, LBPd will be responsible for completing the following pre-deployment configuration tasks:

- **Set up Evidence.com user accounts:** Within the Evidence.com Admin tab, LBPd can upload users to Evidence.com and invite users via email to sign into individual accounts.
- **Create video policy:** Before camera deployment, LBPd should define the agency video policy and create categories and evidence retention levels for videos. LBPd should also establish method for officers to add metadata to videos (e.g. Axon Mobile, Evidence.com).
- **Evidence Dock installation:** Determine ideal location of Dock setup, install docks, and set configurations on. Axon can assist with dock configuration if requested.
- **Download Evidence Sync:** Install Evidence Sync software on computers in the Report Writing Room(s) and on MDTs
- **Troubleshooting reporting:** Agency will alert Axon of any IT issues with Evidence.com or Dock access so Axon can remedy before live deployment.

# Axon Body 2 Camera Specifications

MODEL	MODEL NO.	COLOR															
Axon Body 2 Camera	AX1001	Black															
SPECIFICATIONS		FEATURES															
<ol style="list-style-type: none"> <li>Operating temperature range: -4 °F to 122 °F (-20 °C to 50 °C).</li> <li>Storage temperature range:<sup>1</sup> -4 °F to 95 °F (-20 °C to 35 °C).</li> <li>Charging temperature range: 41 °F to 95 °F (5 °C to 35 °C)</li> <li>Humidity: 95 percent non-condensing.</li> <li>Drop test: 6-foot (1.8-meter).</li> <li>IEC 60529 IP67 (6 dust, 7 water).</li> <li>Salt fog MIL-STD-810G.</li> <li>Up to 30 frames per second.</li> <li>Settings:<sup>2</sup> <table> <tr> <th>Resolution</th><th>File size/1 hour</th><th>Storage</th></tr> <tr> <td>Low SD 480p (640 x 480 VGA resolution)</td><td>0.8 GB</td><td>&gt;70 h</td></tr> <tr> <td>High SD 480p (640 x 480)</td><td>1.8 GB</td><td>~35 h</td></tr> <tr> <td>Low HD 720p (1280 x 720) (recommended)</td><td>2.7 GB</td><td>~23 h</td></tr> <tr> <td>High HD 1080p (1920 x 1080)</td><td>5.4 GB</td><td>~12 h</td></tr> </table> </li> <li>Specific absorption rate (SAR): 0.94 W/kg.</li> <li>Rechargeable, replaceable lithium-ion polymer battery. 3000 mAh capacity.<sup>3,4</sup></li> <li>Bluetooth 4.0.</li> <li>USB 2.0.</li> <li>Wi-Fi 802.11n at 5 GHz and 2.4 GHz.</li> <li>More than 12 hours of battery life under normal operation.<sup>3,5</sup></li> <li>Video format: MPEG-4 (.MP4).</li> <li>Video compression: H.264.</li> <li>Storage: 64 gigabyte solid-state non-removable embedded Multimedia Card (eMMC).</li> <li>Light sensor: CMOS.</li> </ol>		Resolution	File size/1 hour	Storage	Low SD 480p (640 x 480 VGA resolution)	0.8 GB	>70 h	High SD 480p (640 x 480)	1.8 GB	~35 h	Low HD 720p (1280 x 720) (recommended)	2.7 GB	~23 h	High HD 1080p (1920 x 1080)	5.4 GB	~12 h	<ul style="list-style-type: none"> <li>EVENT button to start and stop recording.</li> <li>Pre-event buffer of 0–120 seconds, configurable by agency in 30-second increments.</li> <li>On/Off slide switch to power the device.</li> <li>Battery button and battery LED to indicate remaining battery capacity.</li> <li>Operation LED on the top of the housing indicates camera status.</li> <li>Dual-channel microphone: Stereo microphone (two-channel) always recording two tracks).</li> <li>Haptic notification: Vibration feedback to accompany beep tones.</li> <li>Near field communication (NFC) chip.</li> <li>Several mounts are available.</li> <li>Full color audiovisual camera.</li> <li>143° diagonal field of view camera lens. 107° horizontal field of view, and 78° vertical field of view.</li> <li>Three-axis image stabilization.</li> <li>Retina Low-Light capability less than 0.1 lux.</li> <li>Playback and download via Axon software applications.</li> <li>GPS tagging capability available through Android and iOS Axon View applications via Bluetooth technology. Streaming capability is available through Android and iOS Axon View applications via Wi-Fi technology.</li> <li>Watermark: Date and time automatically embedded into the video.<sup>2</sup></li> <li>Compatible with the Axon Signal technology.</li> </ul>
Resolution	File size/1 hour	Storage															
Low SD 480p (640 x 480 VGA resolution)	0.8 GB	>70 h															
High SD 480p (640 x 480)	1.8 GB	~35 h															
Low HD 720p (1280 x 720) (recommended)	2.7 GB	~23 h															
High HD 1080p (1920 x 1080)	5.4 GB	~12 h															
PHYSICAL CHARACTERISTICS <sup>6,7</sup>																	
DIMENSIONS AND WEIGHT																	
Depth 1 (D1)	0.94 in [2.4 cm]																
Depth 2 (D2)	1.01 in [2.6 cm]																
Width (W)	2.76 in [7 cm]																
Height (H)	3.42 in [8.7 cm]																
Weight	5.0 oz [142 g]																
																	

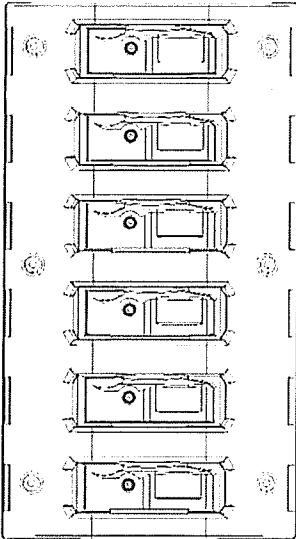
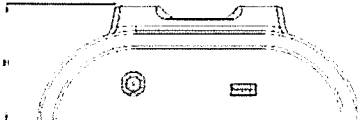
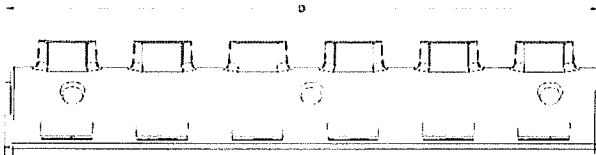
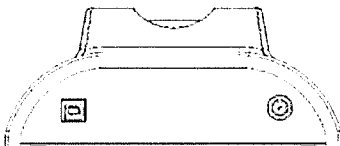
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- Device integrity may be affected if stored for more than 1 month at the high temperature. Long-term storage should be in a climate-controlled environment.
- Resolution and Watermark settings are agency-configurable.
- Rechargeable lithium-ion polymer batteries have a limited life of approximately 1 year. With age, batteries will gradually lose their capacity to hold a charge. This loss of capacity (aging) is irreversible. As the battery loses capacity, the length of time it will power your device (run time) decreases. Additionally, lithium-ion polymer batteries continue to slowly discharge (self-discharge) when not in use or while in storage. It is advised that you routinely check the battery's charge status. The device should be recharged regularly to maintain the internal chemistry of the battery. Axon product user manuals summarize how to check battery status as well as battery charging instructions. The latest product manuals are available at [www.axon.com](http://www.axon.com).
- The Axon Body 2 camera battery pack can be replaced. Please contact [www.axon.com](http://www.axon.com) to purchase a replacement.
- Temperature, other ambient conditions, and usage can affect battery life.
- Product specification may change without notice; actual product may vary from picture.
- Dimensions and weights are for reference only.



Title: Axon Dock 6-Bay for Axon Body 2 and Axon Fleet Cameras Specifications  
 Department: Research and Development  
 Version: 4.0  
 Release Date: 4/5/2017



Axon Dock Models			
Model		Model No.	Color
Axon Dock 6-Bay and Core <sup>1</sup>		74008	Black
Specifications <sup>2</sup>		Features	
<div>1. Input power requirements<sup>3</sup> Voltage: 12–18 V DC Current: up to 5 A DC Power: 60 W minimum Connector: Barrel power connector, inner diameter 0.08" (2.1 mm), outer diameter 0.22" (5.5 mm), length 0.39" (10 mm), inside positive</div> <div>2. Output specifications per port Voltage: 4.5 V DC to 5.5 V DC Current: 1 A (maximum) Power: 5.5 W (maximum)</div> <div>3. Operating Temperature: –4 °F to 122 °F (–20 °C to 50 °C)</div> <div>4. Humidity: 85 percent non-condensing</div> <div>5. One USB B input port, six 2.5 mm dock output ports, 1 USB A 2.0 output port</div>		<div>1. Modular design capable of managing 6 Axon Body 2 or Axon Fleet cameras.<sup>4</sup></div> <div>2. Status LED on Axon Body 2 camera docked in the bay indicates device status. Status can also be observed through web-based status screens.</div> <div>3. Provides power to Axon Body 2 device docked in the bay to enable battery charging.</div> <div>4. Uploads files to Evidence.com services when used with the Axon Dock core module.</div>	
Characteristics			
1. Attaches to Axon Dock core to connect to the Internet.			
Physical Characteristics <sup>2,5</sup>			
Width (W)	Height (H)	Depth (D)	Weight
6.4" (16.2 cm)	2.18" (5.5 cm)	11.25" (28.6 cm)	1.55 lb. (703 g)
<div><div><p>TOP VIEW</p></div><div><p>FRONT VIEW</p></div><div><p>SIDE VIEW</p></div><div><p>REAR VIEW</p></div></div>			

<sup>1</sup> This document only describes the bay. For information about the core, see the *Axon Dock Core Specifications*.

<sup>2</sup> Product specification may change without notice; actual product may vary from picture.

<sup>3</sup> Required AC service specifications for provided external AC-DC power supply are 100–240 V AC, 1.6 A min, 47–63 Hz.

<sup>4</sup> This 6-bay is designed for the Axon Body 2 and Axon Fleet cameras. It will not work with Axon Body cameras or Axon Flex systems.

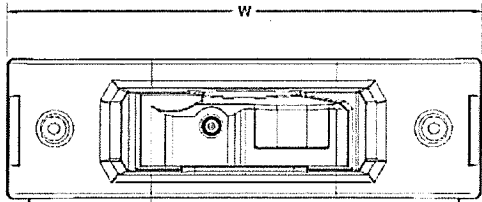
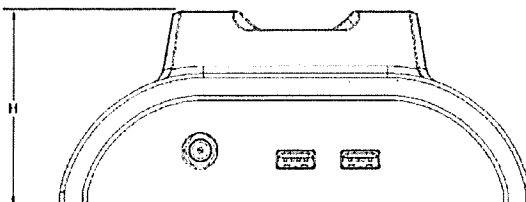
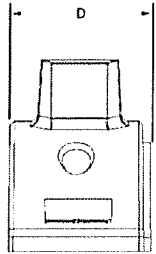
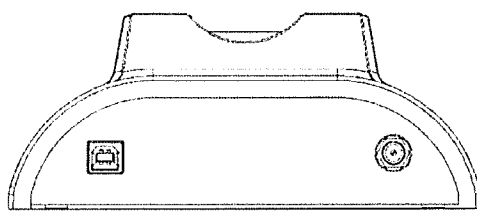
<sup>5</sup> Dimensions and weights are for reference only.

Axon Enterprise, Inc. reserves the right to change this specification without notice.

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Title: Axon Dock Individual Bay for Axon Body 2 and Axon Fleet Cameras Specifications  
 Department: Research and Development  
 Version: 3.0  
 Release Date: 4/5/2017



Axon Dock Models			
Model		Model No.	Color
Axon Dock Individual Bay and Core <sup>1</sup>		74009	Black
Specifications <sup>2</sup>		Features	
<div>1. Input power requirements<sup>3</sup> Voltage: 12–18 V DC Current: up to 5 A DC Power: 60 W minimum Connector: Barrel power connector, inner diameter 0.08" (2.1 mm), outer diameter 0.22" (5.5 mm), length 0.39" (10 mm), inside positive</div> <div>2. Output specifications per port Voltage: 4.5 V DC to 5.5 V DC Current: 1 A (maximum) Power: 5.5 W (maximum)</div> <div>3. Operating Temperature: –4 °F to 122 °F (–20 °C to 50 °C)</div> <div>4. Humidity: 85 percent non-condensing</div> <div>5. One USB-B input port, one 2.5 mm dock output ports, 2 USB-A 2.0 output ports</div>		<div>1. Modular design capable of managing one Axon Body 2 or Axon Fleet camera.<sup>4</sup></div> <div>2. Status LED on the device docked in the bay indicates device status. Status can also be observed through web-based status screens.</div> <div>3. Provides power to an Axon Body 2 camera docked in the bay to enable battery charging.</div> <div>4. Uploads files to Evidence.com services when used with the Axon Dock core module.</div>	
Characteristics			
1. Attaches to Axon Dock core to connect to the Internet.			
Physical Characteristics <sup>2,5</sup>			
Width (W)	Height (H)	Depth (D)	Weight
6.4" (16.2 cm)	2.65" (6.7 cm)	1.9" (4.9 cm)	5 oz. (144 g)
			
TOP VIEW		FRONT VIEW	
			
SIDE VIEW		REAR VIEW	

<sup>1</sup> This document only describes the bay. For information about the core, see the *Axon Dock Core Specifications*.

<sup>2</sup> Product specification may change without notice; actual product may vary from picture.

<sup>3</sup> Required AC service specifications for provided external AC-DC power supply are 100–240 VAC, 1.6 A min, 47–63 Hz.

<sup>4</sup> This individual bay is designed for use with the Axon Body 2 and Axon Fleet cameras. It will not work with Axon Body cameras or Axon Flex systems.

<sup>5</sup> Dimensions and weights are for reference only.

Axon Enterprise, Inc. reserves the right to change this specification without notice.



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Title: TASER Axon Dock Core Specifications  
 Department: Research and Development  
 Version: 8.0  
 Release Date: 11/22/2016



Axon Dock Core Models			
Model		Model No.	Color
Axon Dock Core Module		70027	Black
Specifications <sup>1</sup>		Features	
<div>1. Input power requirements<sup>2</sup> Voltage: 12–18 V DC Current: up to 5 A DC Power: 60 W (minimum) Connector: Barrel power connector, inner diameter 0.08" (2.1 mm), outer diameter 0.22" (5.5 mm), length 0.37" (9.5 mm), inside positive</div> <div>2. Output specifications per USB Port Voltage: 4.5 V DC to 5.5 V DC Current: 500 mA (maximum) Power: 2.75 W (maximum)</div> <div>3. Operating Temperature: –4 °F to 122 °F (–20 °C to 50 °C)</div> <div>4. Humidity: 85 percent non-condensing</div> <div>5. Two CAT5E<sup>3</sup> Ethernet ports (one 100BASE-TX local area network [LAN<sup>4</sup>], one 1000BASE-T wide area network [WAN])</div> <div>6. Two USB A 2.0 ports</div>		<div>1. Can be combined with all Axon Dock individual bay and 6-bay modules.</div> <div>2. Provides secure connection to the Evidence.com<sup>5</sup> website from the device during transfer.</div> <div>3. Device status can be observed through web-based status screens.</div> <div>4. Diagnostic LEDs indicate power, LAN, WAN, and USB activity.</div> <div>5. Dynamic and static IP capable network connection.</div> <div>6. TASER web-based configuration interface.</div> <div>7. Automatic firmware updates for TASER devices.</div>	
Characteristics			
<div>1. Internet connection requirement: Ethernet 10BASE-T (LAN or WAN), 100BASE-TX (LAN or WAN), or 1000BASE-T (WAN)</div>			
Physical Characteristics <sup>1,6</sup>			
Width (W)	Height (H)	Depth (D)	Weight
6.4" (16.2 cm)	1.8" (4.6 cm)	3.31" (8.4 cm)	8.24 oz. (233.6 g)

TOP VIEW

FRONT VIEW

SIDE VIEW

REAR VIEW

<sup>1</sup> Product specification may change without notice; actual product may vary from picture.

<sup>2</sup> Required AC service specifications for provided external AC-DC power supply are 100–240 V AC, 1.6 A min, 47–63 Hz.

<sup>3</sup> CAT5E cables must be used with the core.

<sup>4</sup> LAN is used for configuring the core. The LAN cannot be used to route network traffic.

<sup>5</sup> Subscription required.

<sup>6</sup> Dimensions and weights are for reference only.



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# EXHIBIT “B”

## Project Implementation Schedule

**LONG BEACH POLICE DEPARTMENT – PILOT BWC PROGRAM**

<b>Pre-Deployment</b>	<b><u>Start</u></b>	<b><u>Finish</u></b>	<b><u>Duration</u></b>
<b>On Site planning session</b>	<b>6/8/18</b>	<b>6/8/18</b>	<b>4 hours</b>
Amend and formalize MS Project Plan			
Establish PD workflow needs			
Coordinate equipment need and delivery			
Axon Dock Locations Established			
Review creation of categories and retention values			
Review creation of roles and permissions			
Discuss Axon camera settings			
<b>Evidence.com configuration &amp; Dock installation</b>	<b>6/18/18</b>	<b>6/22/18</b>	<b>5 days</b>
<i>South Division</i>			
Role and permissions, categories and retention			
Users entered in Evidence.com			
Security settings			
Axon Dock Installation			
<b>Evidence.com configuration &amp; Dock installation</b>	<b>9/24/18</b>	<b>9/28/18</b>	<b>5 days</b>
<i>North Division</i>			
Role and permissions, categories and retention			
Users entered in Evidence.com			
Security settings			
Axon Dock Installation			
<b>Equipment set up and assignment</b>	<b>6/25/18</b>	<b>6/26/18</b>	<b>2 days</b>
<i>South Division</i>			
Cameras assigned to users			
<b>Equipment set up and assignment</b>	<b>10/1/18</b>	<b>10/2/18</b>	<b>2 days</b>
<i>North Division</i>			
Cameras assigned to users			
<b>Department Gear Fit and Training Schedule</b>			
<b>Wave 1 – 100 Personnel</b> (South Field Personnel)	<b>7/9/18</b>	<b>7/13/18</b>	<b>5 days</b>
50 Personnel (Supervisors; training only)			
<b>Wave 2 – 150 Personnel</b> (Detectives; training only)	<b>7/16/18</b>	<b>7/20/18</b>	<b>5 days</b>
<b>Wave 3 – 100 Personnel</b> (North Division Personnel)	<b>10/8/18</b>	<b>10/12/18</b>	<b>5 days</b>
<b>Go Live Deployment</b>			
<b>Wave 1 – 100 Units</b> (South Field Personnel)	<b>7/16/18</b>	<b>7/16/218</b>	<b>1 day</b>
<b>Wave 2 – 100 Units</b> (North Field Personnel)	<b>10/15/18</b>	<b>10/18/18</b>	<b>5 day</b>
<b>Post Deployment Meeting</b>	<b>10/16/18</b>	<b>10/16/18</b>	<b>4 hours</b>
LBPDPilot Program Deployed			

# EXHIBIT “C”

City’s Representative:

Jason Campbell, Bureau Chief

Administration Bureau

Long Beach Police Department



# EXHIBIT “D”

Contractor’s Representative:

Doug Dirren

Strategic Project Manager

Axon Enterprise, Inc.

# EXHIBIT “E”

Terms of Use – Evidence.com

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## Evidence.com Terms of Use

- 1 **Access Rights. "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 Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. 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 except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service 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 Service will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
  - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login 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 that 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 that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
  - 3.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

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5     **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6     **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.

7     **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

8     **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may 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 with the intent 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 Axon's or Axon's 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

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