

# RESOLUTION OF THE CITY COUNCIL

No. 142

Approved March 23, 2107

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Piggyback Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

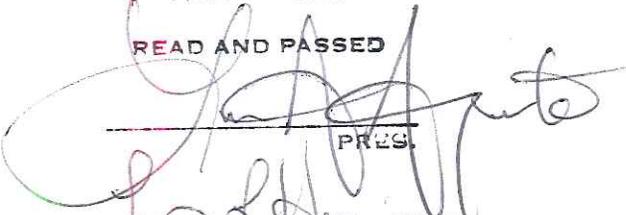
TASER International  
(Police Department)

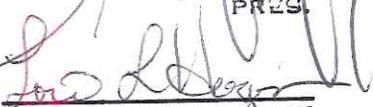
\$292,388.00

IN CITY COUNCIL

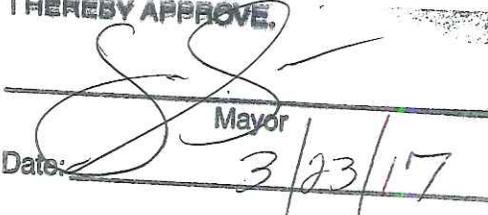
MAR 22 2017

READ AND PASSED

  
PRES.

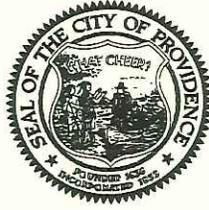
  
CLERK

I HEREBY APPROVE.

  
Mayor

Date: 3/23/17

City Hall, Room 310  
25 Dorrance Street  
Providence, RI 02903  
P: 401.421.7740, ext 577  
F: 401.351.1056



## Office of the Internal Auditor

December 9, 2016

Ms. Lori Hagen  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval.

- *Police Department* – Approval of a ~~sole source~~ <sup>Pissy back</sup> award in an amount of \$292,388 (year #1) to TASER International for the purchase of 250 body cameras, chargers, docking stations, licenses and video storage space <sup>MNC</sup>

Sincerely,

Matthew M. Clarkin, Jr.  
Internal Auditor

Cc: Alan Sepe, Director of Operations  
James Lombardi, City Treasurer

PROVIDENCE, RI  
RECEIVED  
DEC 15 10 53  
CITY CLERK

Jorge O. Elorza  
Mayor

Steven M. Paré  
Commissioner



Colonel Hugh T. Clements, Jr.  
Chief of Police

Providence Police Department  
325 Washington Street  
Providence, Rhode Island 02903

*"Building Pride in Providence"*

December 5, 2016

The Honorable Jorge O. Elorza  
Chairman, Board of Contract & Supply  
City Hall  
Providence, RI 02903

Dear Mayor Elorza:

The Providence Police Department respectfully requests to piggyback the *City of San Antonio's Body Camera Technology Solution's Master Price Agreement #6100005871* to purchase 250 body cameras, chargers, docking stations, licenses, and video storage space from Taser International at a first-year cost of **\$292,388.00**. The contract also enables the Department to participate in Taser's Officer Safety Plan Bundle Program which will provide 250 Conducted Electrical Weapons (CEWs) complete with batteries and holsters at no separate cost. It is the Department's intention to renew this contract pending available future funding. Taser International is located at:

**TASER International**  
17800 N 85<sup>th</sup> Street  
Scottsdale, Arizona 85255

Attached is quote Q-9252-1 which provides a breakdown of each item.

For your information, funding is available in account code **250-302-53500/250-1116-17**.

Respectfully Submitted,

  
Hugh T. Clements Jr.  
for Chief of Police

  
Finance Approval

Attachments

# TASER International

Protect Life. Protect Truth.

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

**Hugh Clements**  
 (401) 243-6401  
 1(401) 2436464  
 hclements@providenceri.gov



## Quotation

Quote: Q-92552-1  
 Date: 12/2/2016 2:23 PM  
 Quote Expiration: 12/23/2016  
 Contract Start Date\*: 1/1/2017  
 Contract Term: 5 years

**AX Account Number:**  
 107333

**Bill To:**  
 Providence Police Dept. - RI  
 325 WASHINGTON ST.  
 Providence, RI 02903  
 US

**Ship To:**  
 Hugh Clements  
 Providence Police Dept. - RI  
 325 WASHINGTON ST.  
 Providence, RI 02903  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Kam	480-532-6888	andrew@taser.com	Fedex - Ground	Net 30

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

Year 1 - Hardware and Evidence.com - Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
250	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 99,750.00	USD 43,490.00	USD 56,260.00
250	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
42	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 62,790.00	USD 37,632.00	USD 25,158.00
42	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 1,470.00	USD 0.00	USD 1,470.00
250	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 297,000.00	USD 102,500.00	USD 194,500.00
10,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 45,000.00	USD 45,000.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
<b>Year 1 - Hardware and Evidence.com - Due Net 30 Total Before Discounts:</b>						USD 521,010.00
<b>Year 1 - Hardware and Evidence.com - Due Net 30 Discount:</b>						USD 228,622.00
<b>Year 1 - Hardware and Evidence.com - Due Net 30 Net Amount Due:</b>						USD 292,388.00

Spare Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
12	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Spare Hardware Total Before Discounts:</b>						USD 0.00
<b>Spare Hardware Net Amount Due:</b>						USD 0.00

Year 2 - Officer Safety Plan Payment

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
250	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 297,000.00	USD 27,027.50	USD 269,972.50
10,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 45,000.00	USD 45,000.00	USD 0.00
<b>Year 2 - Officer Safety Plan Payment Total Before Discounts:</b>						USD 342,000.00
<b>Year 2 - Officer Safety Plan Payment Discount:</b>						USD 72,027.50
<b>Year 2 - Officer Safety Plan Payment Net Amount Due:</b>						USD 269,972.50

Year 3 - Officer Safety Plan Payment

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
250	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 297,000.00	USD 27,027.50	USD 269,972.50
10,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 45,000.00	USD 45,000.00	USD 0.00
<b>Year 3 - Officer Safety Plan Payment Total Before Discounts:</b>						USD 342,000.00
<b>Year 3 - Officer Safety Plan Payment Discount:</b>						USD 72,027.50
<b>Year 3 - Officer Safety Plan Payment Net Amount Due:</b>						USD 269,972.50

Year 4 - Officer Safety Plan Payment

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
250	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 297,000.00	USD 27,027.50	USD 269,972.50

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 45,000.00	USD 45,000.00	USD 0.00
<b>Year 4 - Officer Safety Plan Payment Total Before Discounts:</b>						USD 342,000.00
<b>Year 4 - Officer Safety Plan Payment Discount:</b>						USD 72,027.50
<b>Year 4 - Officer Safety Plan Payment Net Amount Due:</b>						USD 269,972.50

**Year 5 - Officer Safety Plan Payment**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
250	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 297,000.00	USD 27,027.50	USD 269,972.50
10,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 45,000.00	USD 45,000.00	USD 0.00
<b>Year 5 - Officer Safety Plan Payment Total Before Discounts:</b>						USD 342,000.00
<b>Year 5 - Officer Safety Plan Payment Discount:</b>						USD 72,027.50
<b>Year 5 - Officer Safety Plan Payment Net Amount Due:</b>						USD 269,972.50

**CEW Equipment**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
250	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
225	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
250	11015	XAPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>CEW Equipment Total Before Discounts:</b>						USD 0.00
<b>CEW Equipment Net Amount Due:</b>						USD 0.00

<b>Subtotal</b>	USD 1,372,278.00
<b>Estimated Shipping &amp; Handling Cost</b>	USD 911.77
<b>Grand Total</b>	USD 1,373,189.77

**Axon Body 2 Shipping**

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**Officer Safety Plan Includes:**

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

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

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

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

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

Quote: Q-92552-1

Please sign and email to Andrew Karn at [andrew@taser.com](mailto:andrew@taser.com) or fax to

THANK YOU FOR YOUR BUSINESS!

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# PROVIDENCE POLICE BODY WORN CAMERA PROGRAM

CITY OF PROVIDENCE FINANCE COMMITTEE  
PRESENTATION



## HISTORY OF PROGRAM

- 2015 Providence Police Department begins to research the deployment of Body Worn Cameras.
- The research focused on national best practices in the areas of equipment, training, and policy development.

*Providence Police Department  
Body Worn Camera Program*

## HISTORY OF PROGRAM BEST PRACTICES RESOURCES

- The Police Executive Research Forum (PERF)
- The Office of Community Oriented Policing Services (COPS)
- The International Association of Chiefs of Police (IACP)
- The Bureau of Justice Assistance (BJA)
- The New York City Police Dept. Office of the General Inspector (OIG-NYPD)

## HISTORY OF PROGRAM BEST PRACTICES RESOURCES

- The San Antonio Police Department
- The Charlotte Mecklenburg Police Department
- The Elizabeth New Jersey Police Department
- Roger Williams University
- City of Providence Solicitors Office
- State Attorney Generals Office
- Public Defenders Office
- ACLU
- NAACP

# HISTORY OF PROGRAM

## PILOT PROGRAM

- On Friday April 29<sup>th</sup>, 2016 the Providence Police Department became the first department in the State of Rhode Island to deploy body worn cameras. The program, which is referred to as the Body Worn Camera Pilot Program, (BWC) was an 8 week program designed to test the deployment of body cameras and to evaluate the effectiveness of a policy designed to regulate their use. Two companies were selected to provide equipment and technical support for the trial period. The companies, Taser and VieVu, were chosen because they are the two leading providers of body worn camera systems in the country. Also, they were sole source providers of Cloud government secured video storage, along with having the capacity to provide records management systems integration. Both companies provided free of charge, 10 body worn camera systems along with free access to the data collection and storage programs for the duration of the Pilot. The Pilot was divided into two-4 week periods. The Taser testing period was April 29<sup>th</sup>, 2016, to May 29<sup>th</sup>, 2016. The VieVu testing period was June 1<sup>st</sup> 2016, to July 1<sup>st</sup> 2016. The ten officers participating in the BWC Pilot were selected on a volunteer basis and were vetted by both the Department and the Fraternal Order of Police Union President. The Officers selected had varying degrees of experience, worked across all three shifts of the Department and consisted of uniform Officers from the Patrol and Traffic Divisions and plainclothes officers from the Violence Reduction Task Force.

## HISTORY OF PROGRAM TRAINING

- The officers participating in the program received 14 hours of classroom and scenario based training around the BWC policy (GO 320.02) through the Providence Police Training Division. As part of this training, officers were instructed in the use of BWC equipment and the downloading, tagging and accessing of video recordings. This portion of the training was provided at the beginning of each 4 week evaluation phase by onsite representatives from Taser and VieVu.

## HISTORY OF PROGRAM POLICY DEVELOPMENT

- The BWC policy (GO 320.02) was a non-punitive pilot policy created to guide the use and regulation of BWC during the trial period phase. The policy was based on nationally accepted best practices and input from community based organizations like the ACLU and Public Defenders Office. The policy is subject to change after evaluating post pilot input from the participating officers, community, command staff, and other best practice partners.

## HISTORY OF PROGRAM EVALUATION

The Providence Police Department used several measures to evaluate the following:

- usefulness of the BWC
- equipment tested
- effectiveness of the pilot policy
- Impact of the program on the community

These measures included an officer survey for each 4 week evaluation period, a community survey posted on the Department Twitter, Facebook and Web pages, frequent individual feedback discussions and a group debrief session consisting of the BWC Pilot participants.

# HISTORY OF PROGRAM EVALUATION FINDINGS

- The following is a summary of the findings of BWC Pilot Program;
- 80% of the pilot participants reported a positive experience in deploying BWC while 20% reported being neutral.
- 100% of officers participating felt that Taser equipment was superior to VieVu.
- 100% of the participant's felt that the BWC policy covered situations they experienced during the trial period.
- 100% of the participants felt that the training for the BWC Program was adequate.
- If given the choice 65% of the participants would wear body worn cameras while 20% are unsure. The remaining 15% would choose not to.
- 84% of citizens surveyed felt that that body worn cameras protected police from false allegations.
- 52% of citizens surveyed felt that all interactions with the public should be recorded and that police collecting video is to protect the public.
- 68% of citizens surveyed stated that they if they were a victim of a crime they would feel comfortable having their encounter with the police videoed.

The following is a summary of the findings of the BWC Pilot Program:

80% of the pilot participants reported a positive experience in deploying BWC while

20% reported being neutral.

100% of officers participating felt that Taser equipment was superior to VieVu.

100% of the participant's felt that the BWC policy covered situations they experienced during the trial period.

# HISTORY OF PROGRAM

## DEBRIEF SESSION FINDINGS

- During the debrief session all of the participating officers expressed an overall positive experience with BWCs. In fact, one veteran officer stated that he was now "more comfortable with the camera than without it." The suggested changes to the BWC Policy would be to allow officers the discretion weather or not to inform the public when they are being recorded. Also, to allow more discretion in turning the camera off during interviews with witnesses. Concerns were raised that having a BWC prohibited interactions with potential informants and limited police discretion during certain situations. Overall the Taser equipment was evaluated as far superior to VieVu. Officers experienced numerous occasions of the VieVu camera being turned on accidentally, the mounting hardware not operating properly and the camera itself being not very durable. The Tech Department expressed that back end systems operations were much more difficult with VieVu. None of these problems were expressed about the Taser product and every officer expressed the importance of having the best camera to use. In fact, the officers stated that while they enjoyed using the cameras from Taser, the VieVu product made them not wanting to wear a camera at all. The officers expressed that the cameras were very helpful in helping to deescalate situations and provided a control on both the public and police behavior. The public responded in an equally positive fashion as captured by the online community survey. Most expressed that BWC were a positive thing for the police and supported there use. They also stated that they were comfortable with police using the cameras during encounters and almost half the respondents have some interaction with the police during the last 12 months.

out of the participating officers expressed an overall positive experience with BWCs. In fact, one veteran officer stated that he was now "more comfortable with the camera than without it." The suggested changes to the BWC Policy would be to allow officers the discretion weather or not to inform the public when they are being recorded. Also, to allow more discretion in turning the camera off during interviews with witnesses. Concerns were raised that having a BWC prohibited interactions with potential informants and limited police discretion during certain situations. Overall the Taser equipment was evaluated as far superior to VieVu. Officers experienced numerous occasions of the VieVu camera being turned on accidentally, the mounting hardware not operating properly and the camera itself being not very durable. The Tech Department expressed that back end systems operations were much more difficult with VieVu. None of these problems were expressed about the Taser product and every officer expressed the importance of having the best camera to use. In fact, the officers stated that while they enjoyed using the cameras from Taser, the VieVu product made them not wanting to wear a camera at all. The officers expressed that the cameras were very helpful in helping to deescalate situations and provided a control on both the public and police behavior. The public responded in an equally positive fashion as captured by the online community survey. Most expressed that BWC were a positive thing for the police and supported there use. They also stated that they were comfortable with police using the cameras during encounters and almost half the respondents have some interaction with the police during the last 12 months.

# BODY WORN CAMERA PROGRAM MOVING FORWARD

- 1) Policy Highlights
- 2) Grant Specifics
- 3) Taser Demo

© 2014, Body Worn Camera Program

# BODY WORN CAMERA PROGRAM MOVING FORWARD

## POLICY HIGHLIGHTS

### A. BWC will be activated as soon as practicable under the following circumstances:

- 1. All enforcement encounters where there is at least reasonable suspicion that a person has committed, is committing, or may be involved in criminal activity. This includes, but is not limited to, self-initiated stops and dispatched calls for service.
- 2. All enforcement encounters where there is reason to believe that the individual is committing a violation for which a summons may be issued.
- 3. When initiating and conducting all vehicle pursuits.
- 4. When conducting all vehicle stops.
- 5. Taking or attempting to take an individual into custody (i.e. arrests, mentally ill persons/protective custody situations, etc.).
- 6. All incidents involving a reportable use of force, as soon as and whenever practicable.
- 7. Any public interaction, regardless of context, that escalates and becomes adversarial.
- 8. All building searches/entries made pursuant to criminal or investigatory purposes.
- 9. Whenever an officer judges that it would be beneficial to record an incident, but only when recording does not contradict Section "B", below.

### B. An authorized officer equipped with a BWC shall, as soon as practicable, report to his/her immediate supervisor both verbally and by documenting the facts and circumstances in a letter of information whenever his/her BWC is not activated under the circumstances prescribed in 1 through 8 of Section "A" above, regardless of whether or not the activation of the BWC was deemed practicable by the officer during the incident.

A. BWC will be activated in all of the following circumstances:  
1. All enforcement encounters where there is at least reasonable suspicion that a person has committed, is committing, or may be involved in criminal activity. This includes, but is not limited to, self-initiated stops and dispatched calls for service.  
2. All enforcement encounters where there is reason to believe that the individual is committing a violation for which a summons may be issued.  
3. When initiating and conducting all vehicle pursuits.  
4. When conducting all vehicle stops.  
5. Taking or attempting to take an individual into custody (i.e. arrests, mentally ill persons/protective custody situations, etc.).  
6. All incidents involving a reportable use of force, as soon as and whenever practicable.  
7. Any public interaction, regardless of context, that escalates and becomes adversarial.  
8. All building searches/entries made pursuant to criminal or investigatory purposes.  
9. Whenever an officer judges that it would be beneficial to record an incident, but only when recording does not contradict Section "B", below.

# BODY WORN CAMERA PROGRAM MOVING FORWARD

## POLICY HIGHLIGHTS

### When a BWC will be prohibited from activation:

- Unless circumstances 1 through 8 of Section "A" above are applicable, an authorized officer equipped with a BWC is prohibited from activating a BWC and/or continuing to record under the following circumstances:
- 1. Encounters not directly related to official activities in the proper performance of police duties.
- 2. Performance of non-enforcement functions or administrative duties within a Department facility.
- 3. Places where a reasonable expectation of privacy exists, such as, but not limited to, the interior portions of domiciles, hospital emergency rooms, locker rooms, and restrooms.
- 4. A potential witness who requests to speak to an officer confidentially or desires anonymity.
- 5. A victim or witness who requests that he or she not be recorded and the situation is not confrontational.
- 6. When dealing with victims of sex crimes or child abuse.
- 7. A victim who requests that he or she not be recorded as a condition of cooperation and the interests of justice require such cooperation.
- 8. To record any personal conversation of or between another Department member or employee without the recorded member's/employee's knowledge and permission.
- 9. When the identities and/or investigative techniques of undercover officers would be compromised.
- 10. When performing or present during a strip search of a detainee.
- Whenever a prohibited recording is made by an authorized BWC officer, he/she shall, as soon as practicable, make a request for deletion of the video file at issue by documenting the facts and circumstances in a letter of information and forwarding it to his/her immediate supervisor.
- An authorized officer equipped with a BWC shall, as soon as practicable and when consistent with ensuring officer safety, inform subjects that they are being recorded.
- It should be noted that this provision is not meant to imply that permission is required from a subject prior to initiating recording. RI law stipulates that consent to record is only required from one party in an interaction, and the BWC officer, acting as the consenting party, fulfills this requirement.
- Once a BWC has been activated the recording function shall not be terminated until all officer interactions have ceased or upon the determination that a prohibited recording is in progress.

# BODY WORN CAMERA PROGRAM MOVING FORWARD

## POLICY HIGHLIGHTS

1. The Commissioner of Public Safety, the Chief of Police, and the personnel of the City of Providence Law Department shall collaboratively ensure that BWC recordings are redacted as necessary prior to release so as to preserve any applicable privacy rights, and shall also ensure that such recordings are only released when in accordance with:
  - a. The parameters set forth in any applicable bona fide legal process or federal law; and/or
  - b. The parameters set forth in RIGL Chapter 38, Title 38-2, commonly known as the RI Access to Public Records Act "APRA"), which pertains to public records requests and delineates the types of records that are exempt from public disclosure.
2. In keeping with the current process pertaining to APRA requests, BWC-related requests shall be forwarded to the City of Providence Law Department for review and possible dissemination.

*The Commissioner of Public Safety, the Chief of Police, and the personnel of the City of Providence Law Department shall collaboratively ensure that BWC recordings are redacted as necessary prior to release so as to preserve any applicable privacy rights, and shall also ensure that such recordings are only released when in accordance with:*

## FY 2016 BODY WORN CAMERA GRANT

- Award Amount is \$375,000
- Grant Requires a city match (soft costs) of \$375,000 which can be met by allocating the time and salaries of those working on the program
- PPD was awarded under the large agency category which is between 250-1000 officers
- Time period is October 1, 2016 through September 30, 2018
- Grant allows six month to plan, develop policies, purchase cameras and train officers

Address: 11111 1st St, San Diego, CA 92161  
City: San Diego, CA 92161  
State: CA 92161  
Country: USA  
Phone: (619) 554-3100  
Fax: (619) 554-3100  
Website: www.sandiego.gov

## FY 2016 BODY WORN CAMERA GRANT

- The grant will allow the Providence Police Department to train and outfit 250 officers with a body camera.
- Funds will also be used to contract for services of an Administrative and Technical Support Person

This grant will allow the Providence Police Department to train and outfit 250 officers with a body camera.

## COST OF PROGRAM

- 250 BWC plus all supporting services, licensing and storage for 60 months \$1,373,189
- This price reflects a 25% discount for using the San Antonio Cooperative Contract.
- Discount Breakdown:
  - 44% discount to camera hardware (\$43,490 value)
  - 60% discount to dock hardware (\$37,632 value)
  - 100% discount to CAD/RMS integration licenses (\$225,000 value)
- Hardware upgrade cycle every 18 months as apposed to 30 months (\$80,000 value)
- One of the biggest benefits is the addition of 250 connective energy devices(Tasers) at no cost.
- Allowance to cancel contract for non-appropriation or cause.

250 BWC plus all supporting services, licensing and storage for

60 months \$1,373,189 (includes San Antonio)

# PROVIDENCE POLICE DEPARTMENT

COLONEL  
HEADQUARTERS  
COLONEL HUGH T. CLEMENTS, JR.  
CHIEF OF POLICE

TYPE OF ORDER	NUMBER/SERIES	ISSUE DATE	EFFECTIVE DATE
General Order	320.02	PENDING	PENDING
SUBJECT TITLE		PREVIOUSLY ISSUED DATES	
Body-Worn Camera (BWC) Program		Supersedes 320.02 - Body-Worn Camera (BWC) Pilot Program dated 4/7/2016	
REFERENCE		RE-EVALUATION DATE	
CALEA 41.3.8		PENDING	
SUBJECT AREA		DISTRIBUTION	
Law Enforcement Operations		All Sworn Personnel	

## PURPOSE:

The purpose of this policy is to establish procedures pertaining to the Providence Police Department's use of Body-Worn Cameras (BWCs).

## POLICY:

It is the policy of the Providence Police Department ("the Department") to utilize body-worn camera (BWC) equipment to record and document specific categories of law enforcement interactions with the public, and to institute parameters governing the viewing, storage, and dissemination of the associated audio-visual recordings.

## DISCUSSION:

Numerous studies have shown that the use of BWCs by police departments has significantly contributed to officer safety; provided evidence for criminal prosecutions; assisted in resolving complaints made against personnel; and fostered positive relationships with the community. In light of these findings, and with the goal of garnering similar positive outcomes, the Department is issuing BWCs to numerous sworn personnel for use in the field.

All sworn personnel who are issued and authorized to use BWC equipment by the Department (i.e. "BWC officers") shall wear and utilize the BWC equipment that has been issued to them whenever they are conducting "official activities" (i.e. regular tours of duty, detail assignments, special events, etc.). Under no circumstances shall any Department personnel utilize a non-Department issued BWC or any associated hardware devices, peripherals, or software, when conducting their official duties. Furthermore, and notwithstanding software and devices that are deployed for use by all

officers who have been authorized to use BWCs, said officers shall only utilize the BWC equipment that has been exclusively assigned to them.

Additionally, Department members are reminded that at all times they shall comply with all applicable parameters of the Providence Police Department Rules & Regulations Part II, including those parameters referenced in Section 200, "General Conduct and Responsibilities", Paragraph 200.2, as follows:

**200.2 OBEDIENCE TO LAWS AND RULES**

- 1. Department members shall comply with all Federal and State laws, City Ordinances, and all orders, rules, oaths, procedures and policies (i.e., all directives) of the Department and the City of Providence.*
- 2. Verbal orders and written orders shall carry equivalent weight and authority.*
- 3. All lawful orders of a superior, including any order relayed from a superior by a member of the same or lesser rank, shall be followed.*
- 4. No superior officer shall knowingly or willingly issue any order that is in violation of any law, ordinance, or directive.*
- 5. No member is required to obey an order that is in violation of any law, ordinance, or directive. However, any member who refuses to obey any order shall be required to justify their refusal via a typewritten report, signed and dated by the member in question. The report shall be submitted, as soon after the refusal as practicable, through the chain of command to the Chief of Police.*

**PROCEDURE:**

**I. BODY-WORN CAMERAS, GENERALLY**

**A. BWC officers shall:**

1. Report to the Shift OIC at the beginning of each tour of duty to sign-out and retrieve the BWC that has been issued to him/her from the appropriate docking station located in the Patrol Bureau Office.
  - a. A BWC shall only be deployed by the authorized officer to whom it has been issued.
2. Inspect the BWC to ensure that the battery is fully charged and that the device is assembled correctly and is fully operational.
  - a. An officer shall, as soon as practicable, report to his/her immediate supervisor both verbally and by documenting the facts and circumstances in a letter of information whenever a BWC is not functioning properly, damaged, or missing.
  - b. BWCs that are not functioning properly, are damaged, or that require maintenance, and copies of any associated

documentation, shall be turned-over to a system administrator as soon as practicable for repair/replacement.

- i. Missing or lost BWCs shall be replaced either from existing hardware reserves or via the manufacturer, as soon as practicable.
  3. Position the BWC on the chest portion of the work clothing, in the location and manner communicated and demonstrated through Department-approved training, so as to facilitate obtaining an appropriate and unobstructed recording field of view.
  4. Report to the Shift OIC at the conclusion of each tour of duty to sign-in the BWC and re-insert it into the appropriate docking station located in the Patrol Bureau Office so as to initiate the uploading of video from and the recharging of the device.
    - a. All data recorded by BWCs shall be uploaded to and stored within the BWC vendor-related cloud storage service system commonly referred to as *Evidence.com*. External copies of BWC data extracted from this system may only be made in accordance with the restrictions delineated within this policy.
  5. Use the storage software to mark for automatic archival any portion of a BWC recording that captures an arrest and any related footage.
    - a. Tagging of videos shall be accomplished automatically via the proprietary Records Management System (RMS) Integration feature of the BWC manufacturer's software.
  6. Clearly state in writing within the following documents that a BWC activation occurred relative to an incident, arrest, or charge, whenever such documents are created in accordance with Department policy:
    - a. Within the narrative of the corresponding Aegis™ and/or RICRS™ electronic report.
    - b. As a notation on any summonses/citations that are issued.
    - c. In a witness statement.
- B. An officer who has not been issued a specific BWC for their exclusive use shall report to the Patrol Bureau Captain in Central Station prior to responding to any detail assignment, special event, or any other official activity, as deemed necessary by the Chief of Police.
  - a. The Patrol Bureau Captain or his/her supervisor designee shall issue to the officer a spare (i.e. unissued) BWC for the

officer's exclusive use during the duration of the official activity.

- b. The officer to whom the BWC is issued, and any supervisor involved in the issuance/return processes, shall comply with all applicable procedures contained within this policy.
  - c. A log shall be kept in the Patrol Bureau which documents the BWC issued; the officer to whom the BWC was issued; the date and time of issue; the supervisor issuer; the event for which the BWC was issued. This log shall also document the BWC that is returned to the Patrol Bureau by the officer; the date and time that the BWC was returned; the supervisor to whom the BWC was returned, and the condition of the BWC at the time of return. Furthermore, the log shall also include the signatures of the BWC officer and supervisor issuer, to be affixed at the time of BWC issuance; as well as the signatures of the BWC officer and the supervisor to whom the BWC is returned, to be affixed at the time of the return of the BWC to the Patrol Bureau.
- B. Personnel shall not remove, dismantle or tamper with any hardware and/or software component or part of the BWC system.
- C. BWC officers should continue to prepare reports in the same manner as prior to the implementation of this camera system. Officers should not substitute "refer to video" for a detailed and thorough report. Officers should avoid using exact quotes, but should represent statements in their reports as a summary of what is contained in the video, such as, "In summary the victim related..."

## II. **BODY-WORN CAMERA ACTIVATION PARAMETERS**

- A. An authorized officer equipped with a BWC shall activate its recording functions as soon as practicable under the following circumstances:
- 1. All enforcement encounters where there is at least reasonable suspicion that a person has committed, is committing, or may be involved in criminal activity. This includes, but is not limited to, self-initiated stops and dispatched calls for service.
  - 2. All enforcement encounters where there is reason to believe that the individual is committing a violation for which a summons may be issued.
  - 3. When initiating and conducting all vehicle pursuits.
  - 4. When conducting all vehicle stops.

5. Taking or attempting to take an individual into custody (i.e. arrests, mentally ill persons/protective custody situations, etc.).
  6. All incidents involving a reportable use of force, as soon as and whenever practicable.
  7. Any public interaction, regardless of context, that escalates and becomes adversarial.
  8. All building searches/entries made pursuant to criminal or investigatory purposes.
  9. Whenever an officer judges that it would be beneficial to record an incident, but only when recording does not contradict Section "C", below.
- B.** An authorized officer equipped with a BWC shall, as soon as practicable, report to his/her immediate supervisor both verbally and by documenting the facts and circumstances in a letter of information whenever his/her BWC is not activated under the circumstances prescribed in 1 through 8 of Section "A" above, regardless of whether or not the activation of the BWC was deemed practicable by the officer during the incident.
- C.** Unless circumstances 1 through 8 of Section "A" above are applicable, an authorized officer equipped with a BWC is prohibited from activating a BWC and/or continuing to record under the following circumstances:
1. During encounters not directly related to official activities in the proper performance of police duties.
  2. During the performance of non-enforcement functions or administrative duties within a Department facility.
  3. In places where a reasonable expectation of privacy exists, such as, but not limited to, the interior portions of domiciles, hospital emergency rooms, locker rooms, and restrooms.
  4. Whenever dealing with victims of sex crimes or child abuse.
  5. To record any personal conversation of or between another Department member or employee without the recorded member's/employee's knowledge and permission.
  6. Whenever the identities and/or investigative techniques of undercover officers would be compromised.
  7. Whenever performing or present during a strip search of a detainee.
  8. Whenever a potential witness requests to speak to an officer confidentially or desires anonymity.\*\*

9. Whenever a victim or witness requests that he or she not be recorded and the situation is not confrontational.\*\*
10. Whenever a victim requests that he or she not be recorded as a condition of cooperation and the interests of justice require such cooperation.\*\*

\*\*NOTE: Regarding the circumstances delineated in item #'s 8, 9, and 10 above, and whenever appropriate and practicable, any requests to have BWCs turned off that are made by members of the public should be captured by the BWC prior to deactivating the video recording function.

- D. Whenever a prohibited recording is made by an authorized BWC officer, he/she shall, as soon as practicable, make a request for deletion of the video file at issue by documenting the facts and circumstances in a letter of information and forwarding it to his/her immediate supervisor.
- E. An authorized officer equipped with a BWC shall, as soon as practicable and when consistent with ensuring officer safety, inform subjects that they are being recorded.
  1. BWC officers shall use the following phrase: "I am advising you that our interaction is being recorded."
  2. It should be noted that this provision is not meant to imply that permission is required from a subject prior to initiating recording. RI law stipulates that consent to record is only required from one party in an interaction, and the BWC officer, acting as the consenting party, fulfills this requirement.
- F. Once a BWC has been activated the recording function shall not be terminated until all officer interactions have ceased or upon the determination that a prohibited recording is in progress.
  1. An authorized officer equipped with a BWC shall, as soon as practicable, report to his/her immediate supervisor both verbally and by documenting the facts and circumstances in a letter of information whenever a recording is interrupted and/or prematurely terminated.

### III. **BODY-WORN CAMERA RECORDINGS/DATA**

- A. All access to the system is logged and subject to audit by system administrators at any time. Employee access to audio/video/image/data files on the BWC or its related systems is permitted on a right to know/need to know basis. Furthermore, employees authorized to view

BWC audio/video/image/data files may only do so in accordance with the provisions of this policy.

- B. In order to maintain the legal protections afforded to officers under *Graham v. Connor* {490 U.S. 386 (1989)}, which established the “objective reasonableness” standard for police use of force; and, to ensure the integrity of pursuant investigations; all officers and their Union/legal/other representatives or their designees shall be prohibited from accessing /viewing/possessing/disseminating/listening to any BWC audio/video/image/data file of any kind that pertains to a known or alleged serious use of force incident prior to the submission of all properly completed verbal and/or written statements/reports/field reports/documentation.
1. The Commanding Officer of OPR or his/her designee shall determine compliance with these reporting/documentation requirements prior to issuing a written approval lifting said prohibition for each serious use of force incident.
  2. Conducted Electrical Weapon discharge incidents that either do not involve a Force Investigation Team response or that do not appear to involve death/serious bodily injury are exempt from this prohibition, unless the incident was either reported or discovered in an untimely manner or as the result of an allegation of a serious use of force or a misuse of force.
  3. Barring either a potential conflict of interest or the direct participation in and/or the contemporaneous observation of a specific serious use of force incident, this prohibition shall not apply to the Chief of Police, the Commissioner of Public Safety, and/or their respective designees; the Commanding Officer of OPR and/or his/her designees; and personnel of the City of Providence Law Department.
- C. Unless any of the aforementioned prohibitions are applicable, an officer may be granted access to BWC recordings/data:
1. As they relate to the officer’s personal involvement in an incident or the official investigation of an incident, for the purposes of furthering the investigation and/or preparing official reports.
  2. When the officer is notified that he/she has an impending court or hearing date, for the purposes of providing testimony.
  3. Prior to being interviewed in a criminal, civil or administrative case or matter and/or providing a statement either to an investigating body or pursuant to an administrative inquiry.

- a. Under the circumstances delineated in (III)(C)(3) above, an officer's Union/legal/other representatives or their designees may also be granted access.
- D. The BWC is intended to record anything that the BWC Officer could have potentially heard and/or observed using his/her senses of hearing and sight. This does not mean that the BWC Officer is required or expected to have seen and/or heard everything documented in the footage. It is imperative for Department members to clearly distinguish and delineate the following information in any reports that are required per Department policy:
1. Facts that are recalled independent of a recording.
  2. Recollections that are refreshed by viewing a recording.
  3. Facts that were not previously known but that are learned by viewing a recording.
- E. Consistent with the responsibilities outlined in General Order 320.01, "Field Reporting", immediate supervisors shall review all recordings made by BWC officers under their respective commands that pertain to the commission of Uniform Crime Reporting (UCR) Part I crimes.

#### IV. **SUPERVISORY RESPONSIBILITIES**

- A. Immediate Supervisors shall:
1. Inspect uniformed members who are issued BWCs for their personally assigned BWCs and ensure that they are properly affixed to the uniform and functioning properly.
  2. Conduct an immediate investigation whenever notified that a BWC is not functioning properly, has become damaged, or is otherwise unaccounted for.
  3. Conduct an immediate investigation whenever notified that a recording was interrupted or an incident that is required to be recorded was not recorded.
  4. Document in a letter of information the facts and circumstances pertaining to any of the aforementioned BWC investigations, and forward that letter, the BWC officer's letter, and any investigatory documentation through the chain of command to the Chief of Police.
  5. Forward all letters requesting the deletion of prohibited recordings through the chain of command to the Chief of Police, who shall communicate his decision in writing back down the same chain of command as well as to the system administrators.

- B. BWC system administrators are designated by the Chief of Police and have oversight responsibilities including, but not limited to, the following:
1. Operation and user administration of the system.
  2. System evaluation.
  3. Training.
  4. Policy and procedure review and evaluation.
  5. Coordination with IT regarding system related issues.
  6. Ensuring that BWC files of evidentiary/investigative/probative value are securely archived.
    - a. Any time a video captures a reportable use of force, detention, or arrest; or anytime a video captures the topic of an internal affairs complaint and that complaint is known to police; that video will be flagged for archival automatically.
  7. Ensuring that requests for copies of any documents, data, records, files, or recordings relating to BWCs are reviewed and approved by the Chief of Police or the Commissioner of Public Safety, or their respective designees, in conjunction with the City Law Department, prior to release.
  8. Ensuring that written directives from the Chief of Police to edit, delete, or alter any BWC captured audio and/or video are carried out as stated and documented.
  9. Performing documented random audits of BWC images/audio/video/data on a monthly basis. These audits will focus on the following issues:
    - a. Customer service.
    - b. Adherence to directives and training pertaining to BWCs.
    - c. The functionality and effectiveness of BWCs.
    - d. Officer safety and related training.
    - e. Any other issues that could result in a citizen complaint; a hindrance to prosecution; or liability to Department personnel, the Department, or the City of Providence.

## V. PROVISIONS

- A. BWCs, as well as any image, video, audio and/or data captured by or pertaining to BWCs, irrespective of the nature or content, are at all times the property of the Department and the City of Providence. Members of the Department may not in any way copy, publish, share or disseminate any BWC audio/video/image/data files except as authorized by the Chief of Police or the Commissioner of Public Safety, or their respective designees. Furthermore, members of the Department may not edit, delete or alter any audio/video/image/data files either captured by or pertaining to BWCs or stored on the cloud server or other storage media devices, except as authorized by the Chief of Police or the Commissioner of Public Safety.
1. The Commissioner of Public Safety, the Chief of Police, and the personnel of the City of Providence Law Department shall collaboratively ensure that BWC recordings are redacted as necessary prior to release so as to preserve any applicable privacy rights, and shall also ensure that such recordings are only released when in accordance with:
    - a. The parameters set forth in any applicable bona fide legal process or federal law; and/or
    - b. The parameters set forth in Chapter 2 of Title 38 of the Rhode Island General Laws, commonly known as the RI Access to Public Records Act ("APRA"), which pertains to public records requests and delineates the types of records that are exempt from public disclosure.
      - i. In keeping with the current process pertaining to APRA requests, BWC-related records requests shall be forwarded to the Department from the City of Providence Law Department after being properly vetted.
- B. Whenever applicable, the Department's existing chain of custody procedures/ protocols will be followed in order to ensure the integrity of the BWC video footage.
- C. Unless otherwise prohibited by law, and except for recordings of an evidentiary nature or pertaining to actual or anticipated criminal, civil, or administrative proceedings, video captured by BWCs will be preserved for 90 days, at which time it will be automatically deleted unless it is otherwise designated for archival or ordered to be archived. Entities who may order the archival of video include the Commissioner of Public Safety, the Chief of Police, members of the Department Command Staff, the Commanding Officer of the Office of Professional Responsibility, and personnel of the City of Providence Law Department.

1. Recordings that are being stored for criminal, civil, evidentiary, or administrative purposes are to be tagged in *Evidence.com* with a permanent retention period and may be transferred to a DVD/CD and preserved as evidence. Transfer of BWC recordings to other media sources for these purposes shall be conducted by a system administrator upon the receipt of a written request from the Chief of Police, the Commissioner of Public Safety, or their respective designees. The system administrator is responsible for documenting the transfer and chain of custody within either *Evidence.com* or an incident report.
  - a. Recordings being stored for criminal, civil, evidentiary, or administrative purposes must be maintained until the conclusion of any associated legal case, at a minimum. Recordings maintained for these purposes shall be erased or destroyed in accordance with the retention schedule provided by the RI office of the Attorney General, if and whenever applicable, unless otherwise prohibited by law.
- D. Except as provided for in section IV(B)(9)(a-e), above, it shall be deemed a violation of this policy for recordings to be reviewed solely for the purpose of searching for instances of Department members committing violations of law or Department policy, unless such reviews are related to a specific complaint, allegation, or incident.
- E. All BWC officers and supervisors, regardless of rank, shall receive documented initial and ongoing training in this policy and in the use of BWCs at a level commensurate with their actual or anticipated involvement in the use and/or supervision of those officers who use BWCs, both prior to and throughout the duration of time that this Department may authorize their use and issue them, and as deemed appropriate by the Training Bureau.
- F. A documented review of the BWC program and this policy shall occur at least every six (6) months or sooner should circumstances so dictate. This review shall include the participation of the following entities and/or their respective designees:
  1. The Commissioner of Public Safety.
  2. The Chief of Police.
  3. The Commanding Officer of OPR.
  4. The City of Providence Law Department
  5. The Accreditation Manager.
  6. The BWC Systems Administrator.

**APPROVED:**

**APPROVED:**

STEVEN M. PARÉ  
COMMISSIONER  
DEPARTMENT OF PUBLIC SAFETY

HUGH T. CLEMENTS, JR.  
COLONEL  
CHIEF OF POLICE



**TASER**  
PROTECT LIFE

**MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**Providence Police Department**

## MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and Providence Police Department, (**Agency, Party** or collectively **Parties**) having its principal place of business at 325 Washington Street, Providence, RI 02908, is entered into as of March, 13, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-92552 (the **Quote**), which is hereby incorporated by reference. The Agency is utilizing San Antonio Police Department Contract No. 6100005871 for pricing and purchasing justification only. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

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

**1.1 Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15<sup>th</sup> of the following month. The Initial Term will terminate five (5) years after subscription services begin. Notwithstanding the above, the Agency may terminate this Agreement in the event that the City of Providence does not appropriate funding during the term of this Agreement, as further described in Section 14.2 of this Agreement. The parties may negotiate single-year extensions of the initial Term at the list price then in effect.

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

**2 Definitions.**

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

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

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

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

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

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

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

**"Quote"** is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect.

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

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

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

3 **Payment Terms.** Invoices are due to be paid within 45 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment or discovery of non-conformance with TASER's Product specifications. In the event of rejection for non-conformance of any Product under warranty, TASER will repair or replace the product as further described in Section 7. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

**7.1 Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace

with the same or like Product, at TASER's option.

## **7.2 Warranty Limitations.**

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

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

**7.2.3** TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed TASER's insurance policy limits. In no event will either Party be liable for any exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

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

**7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

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

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

**8 Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services, provided that the Agency is notified of any changes in the design of any of TASER's products and services that would negatively impact the Agency's ability to make use of the products and services that it currently possesses.

**9 Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request. The Agency shall be listed as an

additional named insured.

- 10** **Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency and the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 11** **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER regarding TASER Products and software.
- 12** **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 13** **Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

**14** **Termination.**

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

**14.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency.

The Agency agrees to deliver notice of termination due to non-appropriations as soon as reasonably practicable under the circumstances. The Agency also reserves the right to terminate this Agreement, if the products and services provided by TASER do not conform with TASER's Product specifications (and such faults cannot reasonably be cured within the cure period set forth in 14.1), are obsolete, are materially different from those set forth in the Quote, or are no longer satisfactory to the Agency.

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

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

**14.5 Post-Termination Assistance.** TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. At termination, TASER shall provide a structured data element similar to XML providing all data elements related to each individual video file. That data structure shall maintain the referential integrity of the data element relationships. The content will be available in a format compatible with the Agency for the Agency to retrieve. The Agency will receive the data in a storage device of their choosing or TASER will make it available and ready for transfer to the Agency's storage provider. The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during the 90-day period following termination. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

## 15 General.

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

**15.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

**15.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties'

reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

- 15.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 15.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 15.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 15.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Parties' employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, disability, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, disability, marital status, or political affiliation or belief.
- 15.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 15.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 15.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 15.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

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

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

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

TASER: TASER International, Inc.  
ATTN: Contracts  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
[contracts@taser.com](mailto:contracts@taser.com)

AGENCY:  
Captain Dean Isabella  
Commanding Special Projects Unit  
Providence Police Department  
325 Washington Street  
Providence, RI 02903

Jeffrey Dana  
City Solicitor  
444 Westminster Street, Suite 220  
Providence, RI 02903  
[jdana@providenceri.gov](mailto:jdana@providenceri.gov)

**15.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, the pricing and purchasing justification of San Antonio Police Department Contract No. 6100005871, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. To the extent the pricing and purchasing justification terms of the San Antonio Police Department Contract conflict with this Agreement, the terms of this Agreement will control. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

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

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

**TASER International, Inc.**

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

**Providence Police Department**

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

Title: Evidence.com Master Service Agreement with Exhibits  
Department: Legal  
Version: 11.0  
Release Date: 7/31/2015

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 17800 N. 85th Street Scottsdale, AZ 85255

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 325 Washington Street, Providence, RI,  
02908

Attn: Contracts

Email: [contracts@taser.com](mailto:contracts@taser.com)

Approved as to form and correctness:

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Jeffrey Dana, City Solicitor

## Evidence.com Terms of Use Appendix

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

if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

- 6** **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services and are bound by the requirements of Section 3 – Evidence.com Data Security, of this Appendix. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. The Agency will also receive 10TB of Evidence.com storage that may be used to store content that does not originate from a TASER device.
- 7** **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8** **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1.** The Termination provisions of the Master Service Agreement apply;
  - 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 8.3.** If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9** **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10** **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret

information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).

## Professional Services Appendix

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

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

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

**1.2.** Additional training days may be added on to any service package for additional fees set forth in the Quote.

Title: Evidence.com Master Service Agreement with Exhibits  
Department: Legal  
Version: 11.0  
Release Date: 7/31/2015

- 2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**
  - 3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.
  - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
- 6 **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 14 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 14 calendar days of delivery of the Checklist or, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.



## TASER Assurance Plan Appendix

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

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

- 5 TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 18 months after the Effective Date and once again 36 months after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

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

**5.1. TAP Axon Camera Upgrade Models.**

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

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

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

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

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

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

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

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

**6.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products

received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

## Axon Integration Services Appendix

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or a purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in the Quote.
4. **Delivery of Integration Services.**
  - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.
  - 4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
  - 4.3 **Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.
5. **Acceptance.** TASER will present Agency with a completed Checklist (**Checklist**) certifying TASER's completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection within 14 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and will re-present the Checklist for the Agency's review. If TASER does not receive a written notification of the reasons for rejection of the Checklist, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.
6. **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:
  - 6.1 Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
  - 6.2 Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;

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

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

8 **Definitions.**

"Integration Services" means the professional services provided by us pursuant to this SOW.

# PROVIDENCE POLICE DEPARTMENT

HEADQUARTERS  
COLONEL HUGH T. CLEMENTS, JR.  
CHIEF OF POLICE

TYPE OF ORDER	NUMBER/SERIES	ISSUE DATE	EFFECTIVE DATE
General Order	310.04	2/6/2017	2/6/2017
SUBJECT TITLE	PREVIOUSLY ISSUED DATES		
Conducted Electrical Weapons	4/7/2015; 1/21/2015; 11/15/2013; 1/31/2013; Supersedes: G.O. #25 Series 2004; G.O. #36 Series 2004; G.O. #41 Series 2004		
REFERENCE	RE-EVALUATION DATE		
CALEA Standards 1.3.4; 1.3.5; 1.3.6; 1.3.9 – 1.3.11	2/6/2018		
SUBJECT AREA	DISTRIBUTION		
Law Enforcement Operations	All Sworn Personnel		

## PURPOSE

The purpose of this policy is to provide Officers with procedures regarding the issuance, deployment, transport, and storage of Department-issued Conducted Electrical Weapons (CEWs).

## POLICY

The Providence Police Department issues Conducted Electrical Weapons (CEWs) to specially selected and trained officers as a less-lethal force option for use in the field.

These less-lethal weapons are not intended to replace verbal problem solving skills, self-defense techniques, firearms, or any other force options as outlined in the Providence Police Department Use of Force Continuum.

These weapons shall only be utilized in order to assist officers in bringing certain incidents under control, while protecting the safety of the officers and others, when deployment is deemed reasonable according to Department training. Under no circumstances shall these weapons, or any use of force option, be used as a means of interrogation, coercion, or punishment.

## DISCUSSION

For the purpose of this General order, the following definitions shall apply:

CEW Equipment: The Department-issued X26 and X26P TASER weapons, holsters and cartridges.

CEW Officers: Sworn Officers of the Providence Police Department who are in good standing with the Department; who have successfully passed all required training; and who have been selected and authorized by the Department to carry and use CEW equipment in the line of duty.

Anti-Felon Identification Device (AFID): Confetti-like tags that are printed with the serial number of the cartridge from which they are discharged.

Drive-Stun Mode: The method by which the TASER is activated against the body of a subject without the cartridge installed in order to affect surface tissues with electrical pulses in the direct vicinity of contact.

Probe Mode: The method by which probes conducting electrical impulses are discharged from a cartridge that has been installed onto the TASER.

This directive is an adjunct to General Order 300.01, "Use of Force". As such, this policy shall be considered within the context of the other.

## **PROCEDURE**

### **I. TRAINING**

- A. Only Department certified CEW instructors shall provide training for CEW Officers.
- B. No members of this Department may carry or discharge a CEW unless they have successfully passed all required CEW training courses.
- C. In-service training covering CEW usage/proficiency, and a thorough review of the Department's Use of Force and CEW policies, shall be conducted and completed annually by all CEW Officers.
  1. Training records shall be well documented, providing the date of attendance, persons in attendance, identity of instructor(s), pass/fail scores of all CEW Officers, and a copy of the lesson plan.
  2. CEW Officers who fail to meet the training requirements will be prohibited from carrying the TASER unless and until a remedial training course is successfully completed.
  3. Training records shall be maintained by the Weapons Bureau, and shall be made available to the Chief of Police or his designee(s), and to the Accreditation Unit.
- D. The Weapons Bureau Commanding Officer (WBCO) is responsible for ensuring that all CEW officers meet all stipulated requirements in order to carry, deploy, and/or use CEW equipment.

II. **CEW EQUIPMENT**

- A. The following Department-issued CEW equipment is the only such equipment authorized for field deployment and use:
1. The Model X26 and X26P TASER, manufactured by TASER International, Inc.
  2. TASER 25' XP cartridges, manufactured by TASER International, Inc.
  3. Blade Tech™ holster.
- B. Each CEW Officer will be issued one (1) X26 or X26P TASER, one (1) Blade tech™ holster, and three (3) cartridges.
- C. CEW Officers are responsible for the upkeep and security of the CEW equipment issued to them.
1. Officers are not allowed to swap, borrow, mix or trade any cartridge with any other CEW Officer, unless exigent circumstances exist.
  2. No cartridge will be replaced before proper documentation explaining a valid reason for replacement is submitted to the Department Armorer.
  3. Only under exigent circumstances in the field may CEW Officers deploy a CEW other than the one that has been issued to them.
- D. Prior to each instance of putting a CEW in service (i.e., at the beginning of a tour of duty):
1. The CEW Officer shall ensure that the CEW equipment is in a state of operational readiness.
  2. The CEW Officer will turn on the CEW and perform a battery check.
  3. The CEW Officer shall conduct a spark test in accordance with ISOP-001, "CEW Spark Test Procedure".
  4. The CEW will then be loaded with one (1) cartridge and secured in the department-approved holster.
- E. When taking a CEW out of service (i.e., at the end of a tour of duty):

1. The CEW Officer will ensure that the CEW is turned off.
  2. The cartridge will be removed from the CEW.
  3. The CEW Officer will inspect the CEW equipment, noting any deficiencies.
- F. Any deficiencies relating to CEW equipment are to be reported in writing to the Weapons Bureau as soon as practicable.
1. Any CEW equipment found to be deficient shall be immediately taken out of service by the CEW Officer and shall not be used.
  2. The Weapons Bureau shall be responsible for collecting, inspecting, evaluating, repairing, and/or replacing any such deficient equipment.
- G. Taser units will be inspected, function checked, and approved for use by a qualified Weapons Bureau TASER instructor prior to being issued to trained Department personnel. A log will be maintained by the Department Armorer listing CEW Officers and the CEW equipment that has been issued to them.

### III. CEW STORAGE AND TRANSPORT

- A. CEW equipment may be transported to and from work and home, and stored at the CEW Officer's home, provided that the following requirements are met:
1. Officers who store CEW equipment at home are required to store all firearms, including all CEW equipment, safely and responsibly. A lockbox or safe designed for the secure storage of firearms, which is bolted down in a stationary and immovable manner within the CEW Officer's home, is required.
  2. CEW equipment must be kept out of sight and inaccessible to children or unauthorized persons at all times.
  3. When traveling between home and work, CEW equipment shall be carried on the support side of the CEW Officer's duty belt.
    - a. Officers shall not store CEW equipment within the transporting vehicle.
    - b. When transporting CEW equipment, CEW Officers shall travel directly between home and work.

**B.** The designated secured locker in the weapons locker room located in the Patrol Bureau shall be utilized for the storage of CEW equipment whenever the Officer:

1. Does not elect to transport their assigned CEW equipment home.
2. Will be out of work for more than two consecutive days (i.e., furlough, sick), not including scheduled days off.
3. Is out of work in an IOD status for any length of time.
4. Will not be traveling directly between work and home.

**C.** CEW Officers will relinquish their CEW equipment whenever ordered to do so by proper authority. Situations requiring the immediate relinquishing of CEW equipment include, but may not be limited to:

1. Failure to successfully pass any required training.
2. Suspension.
3. A CEW discharge incident.

#### **IV. CEW DISCHARGE PARAMETERS**

**A.** Only Department-approved CEW Officers are authorized to carry and discharge the CEW as a less-lethal force option. The CEW may be used when any of the following scenarios exist AND deadly force is not justified:

1. A subject is exhibiting active resistance or active aggression, and any attempts to subdue the subject by lesser force options have been, or will likely be, ineffective in the situation at hand.
2. To prevent an individual from harming themselves or others.

**B.** Under no circumstances shall a CEW be displayed, drawn, or used as a dispersal device.

**C.** Under no circumstances shall a CEW be displayed, drawn, or used as a means of interrogation, coercion or punishment.

**D.** Alternative force techniques shall be considered in lieu of using a CEW when dealing with pregnant women, elderly persons, young children, and visibly frail persons, unless exigent circumstances warrant otherwise.

- E. CEW Officers should always be cognizant of a subject's location when evaluating the consequences of a CEW discharge (i.e., situations where a subject falling may cause substantial risk of injury or death).
- F. The CEW is an electrical device. As such, caution must be exercised so as not to ignite the surrounding area and/or subject(s) when discharge occurs in the proximity of flammable liquids, gases, or any other highly combustible materials.
- G. Unless exigent circumstances exist, CEW Officers shall refrain from discharging a CEW on subjects who are in physical control of any moving vehicle.
- H. The loaded, holstered CEW shall be carried in a cross-draw configuration on the support side of the CEW Officer's duty belt.
- I. A CEW Officer shall neither simultaneously draw nor have drawn their firearm and their CEW.
  - 1. This does not preclude other officers on scene from drawing a firearm should circumstances require it.
- J. Only One (1) CEW Officer should discharge a CEW upon a subject at any one time.
- K. When tactically feasible, CEW Officers shall:
  - 1. Notify the dispatcher and the officers in the surrounding area that a CEW discharge is imminent. The dispatcher shall then re-broadcast this information.
  - 2. Issue a warning to a subject prior to discharging the CEW, unless doing so would place any person at risk.
- L. Officers (other than the CEW Officer discharging the CEW) should be prepared to handcuff or control the suspect while the suspect is incapacitated by the electrical impulses produced by the CEW.
- M. As dictated by training, the CEW Officer will deploy the CEW for one standard cycle and then evaluate the situation.
  - 1. Subsequent cycles will be utilized for the sole purpose of gaining control over a subject only when deemed necessary.
  - 2. Only the minimum number of discharges necessary shall be deployed.
- N. The CEW's "Probe Mode" will be the primary setting option, with the "Drive-Stun Mode" used as a secondary option, as dictated by training.

- 
- O. At the discretion of the CEW Officer, the CEW may be discharged to control animals, such as vicious dogs, when circumstances warrant such usage.

**V. PRONG REMOVAL**

- A. Prongs that have impacted a body will be treated as biohazards.
- B. No officer shall remove the prongs of a deployed CEW cartridge when the prongs have been embedded into the skin.
- C. To avoid further penetration into the skin, only the CEW Officer may remove any prongs stuck on or clinging to the suspect's clothing.
- D. Only medical or rescue personnel shall remove embedded prongs.

**VI. MEDICAL ATTENTION**

- A. Any suspect who has been subjected to a CEW discharge will be transported as soon as practicable by an EMS vehicle to a medical facility for evaluation by trained medical personnel.
- B. Detention personnel will be notified by the transporting officer whenever a detainee has sustained a CEW discharge, and shall increase physical observations of the detainee while the detainee is in custody.

**VII. POST INCIDENT REQUIREMENTS**

- A. A supervisor not involved in the CEW discharge incident shall be notified of and shall respond to the scene of the discharge as soon as practicable. This includes responding to accidental discharges of any nature.
- B. The Officer-In-Charge of the Patrol Bureau (OIC) shall report all CEW deployments to the Commanding Officer of the Uniform Division, who shall in turn notify the Chief of Police.
- C. The Force Investigation Team (FIT) will be notified of the incident by the OIC, and shall respond to the scene of CEW discharges when summoned, in accordance with General Order 310.02, entitled "*Investigations of Serious Use of Force Incidents*".
  - 1. The Weapons Bureau Commanding Officer or his/her designee (usually the FIT's Weapons Bureau representative) shall seize the CEW and shall ensure that the CEW data pertaining to the incident is downloaded and tuned-over to the Office of Professional Responsibility

(OPR) for analysis and inclusion in the FIT investigative report.

- D. The Bureau of Criminal Investigation shall be notified and respond to the scene, and shall collect and process as evidence three (3) AFID tags from each discharged cartridge.
- E. Documentation and further investigative actions shall be completed in accordance with the following written directives:
  - 1. General Order 300.01, entitled "Use of Force".
  - 2. General Order 310.02, entitled "Investigations of Serious Use of Force Incidents".

**VIII. AUDITS**

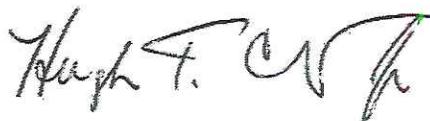
- A. An audit of all CEW equipment, including but not limited to an accounting of all assigned cartridges and the downloading of port data from all CEWs, shall be conducted at least biannually by the Commanding Officer of the OPR or his designee, with the assistance of the Weapons Bureau Commanding Officer or his designee. Audit results shall be forwarded to the Chief of Police.

APPROVED:



STEVEN M. PARÉ  
COMMISSIONER  
DEPARTMENT OF PUBLIC SAFETY

APPROVED:



HUGH T. CLEMENTS, JR.  
COLONEL  
CHIEF OF POLICE

Associated Costs of Free Tasers - Five Year Proposal (3 Options)

		Option 1: Premium Plan (\$29,970/year)				
		2017	2018	2019	2020	2021
Training*		175,059.55	45,077.83	45,979.39	45,979.39	45,979.39
3 Training Cartridges						
Duty Cartridges						
Batteries (3rd Yr)						
Additional Duty Cartridge						
	Included in plan	29,970.00	29,970.00	29,970.00	29,970.00	29,970.00
	32.60	8,150.00	8,394.50	8,646.34	8,905.73	9,172.90
	Unit Price	213,179.55	83,442.33	84,595.73	84,855.12	85,122.29
	Extended Total	404,982.50				551,195.01
Taser	250	1,116.55				
Holster	250	71.39				
Signal	250	91.07				
Warranty (4 Yr)	85,230.00					85,230.00
		213,179.55	83,442.33	84,595.73	84,855.12	170,352.29
						636,425.01

OR

		Option 2: Basic Plan (\$20,970/year)				
		2017	2018	2019	2020	2021
Training*		175,059.55	45,077.83	45,979.39	45,979.39	45,979.39
2 Training Cartridges						
Duty Cartridges						
Batteries (3rd Yr)						
Additional Training						
Additional Duty Cartridge						
	Included in plan	20,970.00	20,970.00	20,970.00	20,970.00	20,970.00
	34.14	8,535.00	8,833.73	9,142.91	9,458.34	9,789.38
	Unit Price	212,714.55	83,276.06	84,738.63	85,313.45	85,911.66
	Extended Total	404,982.50				551,954.35
Taser	250	1,116.55				
Holster	250	71.39				
Signal	250	91.07				
Warranty (4 Yr)	85,230.00					85,230.00
		212,714.55	83,276.06	84,738.63	85,313.45	171,141.66
						637,184.35

OR

		Option 3: No Plan (3.5% price increase)				
		2017	2018	2019	2020	2021
Training*		175,059.55	45,077.83	45,979.39	45,979.39	45,979.39
3 Training Cartridges						
Duty Cartridges						
Batteries (3rd Yr)						
Additional Duty Cartridge						
	Included in plan	24,450.00	25,305.75	26,191.45	27,108.15	28,056.94
	34.14	8,262.50	8,535.00	8,810.00	9,087.50	9,367.50
	Unit Price	225,114.55	96,884.76	122,367.06	101,476.26	103,418.65
	Extended Total	404,982.50				649,261.28
Taser	250	1,116.55				
Holster	250	71.39				
Signal	250	91.07				
Warranty (4 Yr)	85,230.00					85,230.00
		225,114.55	96,884.76	122,367.06	101,476.26	188,648.65
						734,491.28

\* The initial training course is 16 hours per officer. There is an annual recertification course of 4 hours.

The shaded items consist of the free hardware and warranty provided by Taser.

\* Does not include 500 free cartridges

Internal Auditor

March 17, 2017

Colonel Hugh T. Clements, Jr.  
Chief of Police  
Providence Police Department  
325 Washington Street  
Providence, Rhode Island 02903

**RE: TASER INTERNATIONAL'S OFFER OF FIVE HUNDRED FREE TRAINING CARTRIDGES**

Dear Colonel Clements:

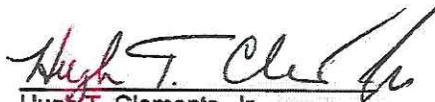
This letter serves to memorialize an offer extended by TASER International, Inc. (TASER) to the City of Providence (City). In the event that the Master Services Purchasing Agreement (MSPA), attached hereto as Exhibit A, is executed by the City on or before March 31, 2017, TASER will provide the City 500 Conducted Electrical Weapon (CEW) training cartridges at no charge to the City, as further described in quote #Q-106351-1, which is attached to this letter as Exhibit B.

If you have any questions or concerns, please reach out to Andrew Karn at [andrew@taser.com](mailto:andrew@taser.com) or 480-532-6888.

Best Regards,

  
Joshua Isner  
EVP, Global Sales

Approved and Accepted By:

  
Hugh T. Clements, Jr.

CC: Council Honorable Luis A. Aponte President, Providence City Council

17800 N 85th St, Scottsdale, AZ 85255 | [www.taser.com](http://www.taser.com)

