

**ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/15
FOR CITY COUNCIL MEETING OF 10/14/15**

ISSUE:

13. Request for Approval of Procurement Under Cooperative Price Agreement – Ninety (90) FirstVu HD Body Cameras for Police Department; Digital Ally, Inc. and Approval of Budget Increase in the Amount of \$42,741. (Patrick Gallagher)
(Postponed at September 15, 2015 Finance Committee Meeting)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 22227.572400/22252

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: September 17, 2015

TO: City Council
Finance Committee

VIA:  9/24/15
Robert Rodarte, Purchasing Officer

FROM: 
Patrick Gallagher, Interim Police Chief

RE: Approval to purchase 90 Body Cameras from Digital Ally and BAR authorizing the movement of funds to appropriate line item.

Background and Summary:

The Santa Fe Police Department has been testing and evaluating multiple body cameras over the last several months. The testing and evaluation phase has come to an end and the department has selected to purchase the body cameras from Digital Ally; which is the same company the department uses for video cameras in the vehicles/units. The reasoning behind the decision to purchase from this vendor is based on quality of the product, durability of the product, current technological infrastructure (the department already is setup with Digital Ally), and uniformity/compatibility.

Items Requested:

The police department is respectfully asking to purchase 90 FirstVu HD Body Cameras and 2 FirstVu Charging/Downloading Docks. These body cameras will be used to outfit the patrol division of the Santa Fe Police Department.

These Body Cameras are compatible with our current in-car camera systems. In other words, these two systems will be able to communicate with each other and/or record an event simultaneously. The 2 FirstVu Charging/Downloading Docks will be placed at the police station in a central and accessible location. They will be used to download the data from the officer's body camera to our data storage server. By purchasing 2 FirstVu Charging/Downloading Docks, it will allow multiple officers' to download their body cameras all at once. The officers will download their data either before or after their shift, depending on its current memory status or level.

The Police Department is also requesting approval to use the HGACBuy price agreement for additional parts and equipment if needed until 6/30/2016. This will allow for purchase of replacement equipment needed to support or improve on the deployment of body-cameras and/or the anticipated future purchase of body-cameras to outfit the remainder of the police department in the event all vacancies are filled.

Storage:

A concern when evaluating the decision to purchase these body cameras was the storage of video, by selecting Digital Ally, as the vendor, the police department minimizes the cost of storage by using the same server and storage used for the in-car cameras. The only foreseeable added cost comes in the potential need to purchase additional terabytes of storage to store video for a period of three years. At the direction of the City Attorney's office and based upon current practices, we are maintaining all digital evidence for 3 years. Although, today's affordability of these items makes it a minimal expense in comparison to cloud based storage, which comes with added concerns of transferring all the data once the subscription with the company is canceled or not renewed. Therefore, we are addressing the need for in house storage today; instead, of having to deal with it in the future.

Note: The police department presented its business plan detailing the purchase of body-cameras to the ITT Governance Committee during the August 2015 meeting, which was approved. (Refer to attached Body-Camera Business Plan.)

Policy:

The police department is currently in the final stages of completing a policy to guide the department in the use of the body cameras. The language related to body cameras, is being added to the existing in-car camera policy. This language and policy update is in compliance with the standard set by the International Association of Chiefs of Police (IACP) and the overview from the City of Santa Fe's Legal Department. Our current policy mandates officers to record the following calls for service:

- Arrests;
- Field Contacts;
- Pursuits;
- DWI Investigations;
- Domestic Violence calls;
- Other violent calls;
- Any other type of call at the discretion of the officer or as ordered by a commander/supervisor.

Inspection of Public Records Act (IPRA):

A growing concern related to body cameras is the encroachment into citizen's personal lives during sensitive or critical times. The department takes the privacy of citizens seriously and has the same concerns when it comes to incidents documented by body cameras, which may result in an IPRA request. For example:

- Domestic Violence calls;
- Child Abuse calls;
- Medical calls.

Given the concerns, the police department is and will continue to ask for guidance from the City Attorney's Office as we develop a policy and IPRA requests are submitted. Together, we will safeguard the privacy of our constituents within the allowable parameters of the law.

Police Executive Research Forum (PERF), with the support of the U.S. Department of Justice's Office of Community Oriented Policing (COPS Office) recommends:

“a broad disclosure policy to promote agency transparency and accountability. However, agencies must always take into account privacy considerations when determining whether to release footage.” Furthermore, the police department has requested formal legal opinion regarding IPRA matters and will provide such upon receipt from the City Attorney’s Office.

Funding Information:

The Police Department will be using two different business units for this purchase; the first is the Edward Byrne Grant (22227.572400) in the amount of \$29,156 and the Police Property Tax Fund (22252.572400) in the amount of \$41,729.

Requested Action:

Please approve the attached BAR and purchase of 90-Body Cameras in reference to Contract No.: EF04-15 from HGACBuy for Digital-Ally in the amount of \$70,885.00. The quote from HGACBuy is attached to this memorandum.

PGG/nlj

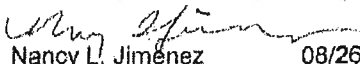



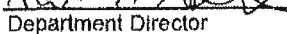
15-09-004-P0

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE	
Police / Edward Bryne Grant				08/26/2015	
ITEM DESCRIPTION	BU / LINE ITEM	--(Finance Dept Use Only)--		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Inventory Exempt	22227.572400			29,157	
Grants & services	22227.510400			13,585	
Revenue - 2014 Ed Bryne Grant	21214.490500			(42,741)	
JUSTIFICATION: (use additional page if needed)					
--Attach supporting documentation/memo				TOTAL	\$ - \$ -

Body camera purchase from 2 year grant received in 14/15 fiscal year that has not been spent.

 Nancy L. Jimenez Prepared By	08/26/15 Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	 Budget Officer	9/3/15 Date
 Division Director	9/2/15 Date		 Finance Director	9-9-2015 Date
 Department Director	Date		City Manager	Date



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permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.

3. Security Interest. Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally's security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.

4. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

5. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Lenexa, KS.

6. Force Majeure. Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. Limitation of Liability. You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

8. Warranty; Limitations on Remedies. Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

9. Indemnity. You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the "Indemnified Parties"), and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11. Acceptance; Claims for Shortage or Error. Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally



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will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt of goods.

12. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. Prevailing Party's Attorneys' Fees. In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

15. Cancelled Orders and/or Returns. All cancelled orders and/or product returns may be subject to a 20% restocking fee.

VuVault System Requirements

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. Our minimum requirements are higher on VuVault versus VideoManager to avoid issues for now and future released features to the program. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

Standalone Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)
- DVD+/- RW Drive



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- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection
- USB 2.0 CF/SD Card Reader

Recommended Specifications

- Intel® i-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

Server Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

Client/Viewer Software

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows XP Service Pack 3 or Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

Wireless Requirements and Recommendations

Minimum Requirements



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- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)
- 5 cars transferring simultaneously per Access Point
- WPA-PSK w/TKIP Encryption (WPA2-PSK w/AES preferred)
- DHCP Component (Can be integrated to AP or external)

Recommended Model Access Points

- DLINK DAP-3520
- Ubiquiti UniFi Outdoor
- Cisco Aironet 1300 Outdoor

**CONTRACT PRICING WORKSHEET**
For Standard Equipment PurchasesContract
No.:

EF04-15

Date
Prepared:

07-10-2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Santa Fe Police Department	Contractor:	Digital Ally, Inc.
Contact Person:	Mario Salbidrez	Prepared By:	Gregg Whipple
Phone:	505-216-8945	Phone:	913-890-8138
Fax:		Fax:	913-814-7775
Email:	mgsalbidrez@santafemn.gov	Email:	gregg.whipple@digitalallyinc.com
Product Code:	BD04	Description:	FirstVu HD Body Camera

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
(90 @ \$795.00) FirstVu HD Body Camera	\$71,550		0
		Subtotal From Additional Sheet(s):	
		Subtotal B:	71550

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
(1) Assy, 1st VU HD Charging Dock	\$2,995		
(1) Assy, 1st VU HD Charging Dock	\$2,995		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	5990

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

8%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	77540	=	Subtotal D:	77540
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
FirstVu HD Body Camera (Quantity Discount)	(\$6,750)		
Assy, 1st VU HD Charging Dock (Discount)	(\$600)		
** Freight **	\$695		
		Subtotal E:	-6655

Delivery Date:

F. Total Purchase Price (D+E):

70885

Attachment A
 Digital Ally, Inc
 Law Enforcement Speed Detection & Video Equipment
 Contract No. EF04-15

H-GAC Product Code	Item Description	Offered Price
BD01	<p>DVM-800-The Digital Ally DVM-800 is a complete digital in-vehicle video recording system integrated into a replacement vehicle rear-view mirror. The unit contains the digital video/audio recorder, solid state storage memory, 3.5" color monitor, microphone, speaker, battery backup and system controls. Includes: 2.4GHz wireless microphone kit, 12x zoom digital color camera, 32GB SDHC card, mounts, cables, lifetime firmware upgrade, operating manual and 5-year warranty</p>	\$ 3,995.00
BD02	<p>DVM-500 + A complete digital in-car video system integrated into a rear view mirror & easily installed in any brand, make or model of vehicle. Built-in ultra bright, sunlight-readable 3.5-inch Color TFT Monitor, covert back seat infrared camera, internal mic, speaker and GPS with "mark" button, electronic locking door with key code access, internal backup battery that provides up to 30 minutes of continuous operation in case of unexpected power loss. Ultra compact color camera with 120X Digital Zoom and special low light night mode and near focus mode. 900 MHz Audio Transceiver with auto activation/deactivation and automatically syncing. 60 Seconds Pre-event record. Records up to 16 hours on CF Flash Card. Light, sirens and other triggers for record activation. Radar interface, crash sensor, speedometer speed sensor. User friendly software for easy playback, file management and archiving to DVD's CD-Roms or hard drives.</p>	\$ 4,295.00
BD03	<p>DVM-750 - A complete digital in-car video system integrated into a rear view mirror & easily installed in any brand, make or model of vehicle. Built-in ultra bright, sunlight-readable 3.5-inch Color TFT Monitor, covert back seat infrared camera, internal mic, speaker and GPS with "mark" button, electronic locking door with key code access, internal backup battery. Ultra compact color camera with 120X Digital Zoom and special low light night mode and near focus mode for reading driver's license. 60 Seconds Pre-event record & the ability to connect up to three cameras and record from two cameras plus three audio channels simultaneously. New VoiceVault™ Advanced Wireless Microphone with On-Board Memory that can record audio evidence even when the officer is beyond the range of the in-car recording device, transmission range of up to one mile, bi-directional communication, GPS with "mark" feature, memo function to record audible notes, full digital audio transmission, true frequency hopping technology, embedded date/time and GPS coordinates, vibrating covert signals and button press confirmation, and an emergency call feature that will send a "help" message and GPS coordinates back to the vehicle. Records up to 32 hours on CF Flash Card. Light, sirens and other triggers for record activation. Radar interface, crash sensor, speedometer speed sensor. User friendly software for easy playback, file management and archiving to DVD's CD-Roms or hard drives.</p>	\$ 4,995.00

Attachment A
 Digital Ally, Inc
 Law Enforcement Speed Detection & Video Equipment
 Contract No. EF04-15

H-GAC Product Code	Item Description	Offered Price
BD04	<p>FirstVU HD™. The FirstVU HD is the latest product from Digital Ally and is the next generation unit of the FirstVU Body Worn Camera. The FirstVU HD is impact and weather resistant and utilizes solid state memory. The versatile design of the camera module, recording unit and multiple mounting options allow the system to be worn together or mounted separately. The unit is small and lightweight, weighing less than 4 ounces, with a user-replaceable battery and is fully compatible with our VuVault backend software. The FirstVU HD is impact resistant, has waterproof components and utilizes solid state memory that is unaffected by violent motion. The versatile design of the camera module and recording unit allow the system components to be worn together or mounted separately in a variety of locations.</p> <p>The Digital Ally FirstVU HD™ has a 130° wide-angle field of view which allows the officer to capture a wide range of activity. The battery is capable of operating 4.5 hours while continuously recording or while on standby with pre-event recording enabled, or 12 hours on standby with pre-event recording disabled. 2 field-changeable batteries and charger are included. The FirstVU HD DVR includes 32GB of secure internal memory. 1 hour of HD recording is the approximate equivalent of 1 GB of data.</p>	\$ 795.00
BD05	<p>DVF-500-A complete Digital Video System integrated into a Law Enforcement style flashlight. A portable Digital video/audio recording device that is completely portable and capture evidence exactly where it is. Evidence in the palm of your hand. Super Wide Angle color camera, integrated microphone, super bright LED lights and 2 GB of non-volatile SD memory providing up to 8 hours record time. 60 Seconds Pre-event record. Audio/Video output for playback on any standard television, monitor or computer. Li-ion rechargeable batteries. User friendly software for easy playback, file management and archiving to DVD's, CD-Roms or hard drives. Download onto any Windows XP or newer system, playback using standard Windows Media Player or any standard DVD player.</p>	\$ 795.00
BD06	<p>LaserAlly LIDAR Speed Gun -Laser Ally Speed Guns are ruggedized for heavy use and waterproof for harsh environmental conditions, amazingly fast and accurate with anti-jamming technology, and provide complete courtroom credibility. The gun's body is composed of a polycarbonate ABS blend for strength and chemical resistance. Critical alignment components are tied together by a second internal die cast metal structure to withstand a drop without requiring realignment</p>	\$ 2,495.00

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
DIGITAL ALLY, INC.
Lenexa, Kansas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027; AND, Digital Ally, Inc. hereinafter referred to as the CONTRACTOR, having its principal place of business at 9705 Loiret Boulevard, Lenexa, Kansas 66219.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a Law Enforcement Speed Detection & Video Equipment Contract to become effective as of April 1, 2015, and to continue through March 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Law Enforcement Speed Detection & Video Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Law Enforcement Speed Detection & Video Equipment through the H-GAC Contract to END USERS.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: EF04-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: EF04-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract.

Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control (example; a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS


CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

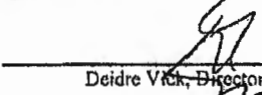
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steels, Executive Director

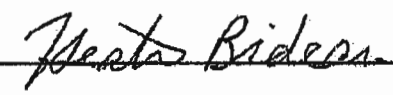
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services

Date: March 24, 2015

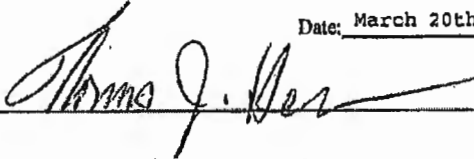
Signed for Digital Ally, Inc.
Lenexa, Kansas:



Printed Name & Title: Heath Bideau/Bid & Contract Specialist

Date: March 20th, 2015

Attest for Digital Ally, Inc.
Lenexa, Kansas:



Printed Name & Title: Thomas Heckman/CFO, Treasurer, and Secretary

Date: March 20th, 2015

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Digital Ally

Procurement Title: _____

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Police Nancy Jimenez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Nancy Jimenez Fiscal Administrator
Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included

[Signature]
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

*

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

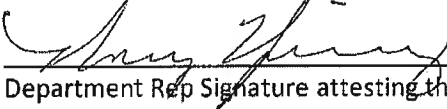
YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Nancy L Jimenez Fiscal Administrator
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included

City of Santa Fe – IT Project Business Case (Body Cameras)

**Business Case for the Proposed Purchase of Body Cameras for the
City of Santa Fe Police Department**



Digital Ally FirstVu HD Body Camera System

Business Case Submission Date: June 2015

Submitted by: Chief Eric Garcia, Deputy Chief Mario Salbidrez, Captain Andrew Padilla and Mr. Rene Roque

City of Santa Fe – IT Project Business Case (Body Cameras)

1. Executive Summary

Implementation of body-worn cameras has and is gaining increased attention and use among law enforcement agencies. Police departments are using body-worn cameras to obtain evidence during investigations, to promote officer safety, improving law enforcement community relations, and as a form of accountability. The body-cameras will be deployed in the patrol division where the majority of interaction with the public occurs. This implementation of such a device will increase the quality of service the police department provides the city, and improve transparency. By choosing body-cameras from Digital Ally, the department limits the requirement of infrastructure; given, the department has already invested in a server for Digital Ally in-unit cameras. The added cost associated with this project is the potential need of expanding storage capacity and/or adopting an archiving system for old video files.

The police department intends to implement the use of body-cameras as soon as possible or by no later than the end of the 2015 calendar year.

2. Background

The Santa Fe Police Department has been testing and evaluating multiple body cameras over the last several months. The testing and evaluation phase has come to an end and the department has decided to purchase body cameras from Digital Ally, which is the same company the department uses for video cameras in the vehicles/units. The reasoning behind the decision to purchase from this vendor is based on quality of the product, current technological infrastructure (already setup for Digital Ally), and uniformity/compatibility.

3. Problem / Opportunity

Opportunities that come along with body-cameras include:

- Furthering law enforcement investigations by helping capture video/audio evidence for an investigation;
- Improving police accountability and professionalism;
- Improving citizen behavior;
- Increasing opportunities for police training;
- Expediting resolution of complaints against police; and

City of Santa Fe – IT Project Business Case (Body Cameras)

- Promoting transparency and trust in police departments.

An example of body-camera effectiveness can be referenced with Chief Tony Farrar of Rialto, California, who completed an extensive yearlong study to evaluate the effect of body-worn cameras on police use-of-force. Chief Farrar stated, "The findings suggest more than a 50% reduction in the total number of incidents of use-of-force compared to control-conditions, and nearly ten times more citizens' complaints in the 12-months prior to the experiment."

Currently, the police department has in-unit video cameras that only capture events when they occur within the frame of the in-unit camera. This will allow for increased opportunities to capture events that happen indoors and/or away from the unit.

4. Current Situation

As indicated above, the department currently is using in-unit cameras by digital ally, but body-cameras are few. The only units with body-cameras are investigations, motors team, and the bike team; given, these officers/detectives responsibilities differ from the first responders (patrol).

5. Proposed Solution & Approach

5.1 Objectives

Body-worn cameras provide another method to obtain evidence and information during an investigation and may supplement other forms of evidence-gathering such as photographs, forensics, and written reports. Among other unique attributes, body-worn cameras provide a form of recording information in real time and statements by individuals. Video footage of law enforcement activities could assist in ensuring more comprehensive evidence collection, preserving law enforcement and judicial resources, documenting uses of force, and reducing assaults on officers.

5.2 Alignment with City and Department Goals and Strategy

Given, we are the only police department in the city; overall project objectives of the city are not comparable to the police department's goals and objectives. Thus, the movement to body-cameras is currently a sole movement by the police department; for police functions and matters. This

City of Santa Fe – IT Project Business Case (Body Cameras)

action is in line with the long term goal of moving the department, as a whole, to a fully implemented body-camera policy.

5.3 Project Scope

Body-worn cameras provide another method to obtain evidence and information during an investigation and may supplement other forms of evidence-gathering such as photographs, forensics, and written reports. Among other unique attributes, body-worn cameras provide a form of recording information in real time and statements by individuals. Video footage of law enforcement activities could assist in ensuring more comprehensive evidence collection, preserving law enforcement and judicial resources, documenting uses of force, and reducing assaults on officers.

5.4 Project Approach

The police department is respectfully asking to purchase 90 FirstVu HD Body Cameras and 2 FirstVu Charging/Downloading Docks. These body cameras will be used to outfit the patrol division of the Santa Fe Police Department.

These Body Cameras are compatible with our current in-car camera systems. In other words, these two systems will be able to communicate with each other and/or record an event simultaneously. The 2 FirstVu Charging/Downloading Docks will be placed at the police station in a central and accessible location. They will be used to download the data from the officer's body camera to our data storage server. By purchasing 2 FirstVu Charging/Downloading Docks, it will allow multiple officers' to download their body cameras all at once. The officer will download their data either before or after their shift, depending on its current memory status or level.

5.5 Assumptions

No others beyond what has been stated previously.

5.6 Constraints

Storage:

A factor influencing police department's decision to purchase or not body cameras has been a concern with storage of the video. By selecting Digital Ally, as the vendor, the police department

City of Santa Fe – IT Project Business Case (Body Cameras)

minimizes the cost of storage by using the same server and storage used for the in-car cameras. The only foreseeable added cost comes in the potential need to purchase additional terabytes of storage to store video for a period of three years. Although, today's affordability of these items makes it a minimal expense in comparison to cloud base storage, which comes with added concerns of transferring all the data once the subscription with the company is canceled or not renewed. Therefore, we are addressing the need for in house storage today; instead, of having to deal with it in the future.

6 Cost / Benefit Analysis

a) Total Cost of Ownership	FY15 & Prev	FY16	FY16	FY18	FY19	Total
Non-Recurring Costs	\$64,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,800.00
• FirstVu HD system (Chest Camera) quantity, 90						
• Assy, 1 st Vu HD Charging Dock quantity 2	\$5,390.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,390.00
Recurring Costs (5 Years)	\$0.00	\$0.00	\$0.00	\$0.00	\$ 0.00	\$0.00
•						
Total	\$70,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,190.00

b) Benefits / ROI	
Tangible Benefits	•
Intangible Benefits	•

7 Potential Risks

Policy:

The police department is currently in the final stages of completing a policy to guide the department in the use of the body cameras. The added language, related to body cameras, is being added to the existing in-car camera policy.

Inspection of Public Records Act (IPRA):

City of Santa Fe – IT Project Business Case (Body Cameras)

A growing concern related to body cameras is the encroachment into citizen’s personal lives during sensitive of critical times. The department takes the privacy of citizens seriously and has the same concerns when it comes to incidents documented by body cameras, to name a few, like:

- Domestic,
- Child Abuse; or
- Medical calls.

Given the concerns, the police department is and will continue to ask for guidance from the City Attorney’s Office as these IPRA requests are submitted. Together, we will safeguard the privacy of our constituents within the allowable parameters of the law.

8 Alternatives

List any viable alternatives to completing this project. It may include outsourcing, a larger scope of the project, or even not proceeding at all. For each of these alternatives, provide a brief description of the solution, including people and processes, how they address the business problems and meet the objectives of the project. Identify potential impact to the business operations, project risks, benefits, and costs.

Alternative	Impact	Risk
ITT Support and Maintenance hours <ul style="list-style-type: none"> • Number of hours configuring and supporting hardware and software. • Ongoing support and troubleshooting 	Initial setup and configuration of servers and desktops for discoveries est. 24hrs of time Estimated 30hrs month of support /troubleshooting issues for initial deployment of cameras.	
Training <ul style="list-style-type: none"> • End-user Training on camera and software 	Estimated 40hrs	
Storage Recommended <ul style="list-style-type: none"> • Additional storage • Estimated server cost (\$14,650) 	Future storage and retention as well as recovery All data storage and archives will be on one system and need backup and archive server for data recovery and future growth and expansion	Vulnerability to all data for recovery

9 Summary Recommendation

City of Santa Fe – IT Project Business Case (Body Cameras)

Approval of 90-Body Cameras in reference to Quote: QUO-10307-S6C0N5 from Digital-Ally in the amount of \$70,885.00.