



CITY OF  
**PALO  
ALTO**

**CITY OF PALO ALTO  
CITY COUNCIL  
Special Meeting  
Monday, April 15, 2024  
Council Chambers & Hybrid  
5:30 PM**

<b>Agenda Item</b>
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11. Approval of: (1) Contract No. 4524000393 with StarChase, LLC for GPS Vehicle Tracking Implementation for a three-year term in an amount not to exceed \$224,657; and (2) StarChase GPS Vehicle Tracking Technology Surveillance Use Policy; CEQA status – categorically exempt.



CITY OF  
**PALO  
ALTO**

## City Council Staff Report

**From: City Manager**  
**Report Type: CONSENT CALENDAR**  
**Lead Department: Police**

**Meeting Date: April 15, 2024**

Report #:2401-2504

### **TITLE**

Approval of: (1) Contract No. 4524000393 with StarChase, LLC for GPS Vehicle Tracking Implementation for a three-year term in an amount not to exceed \$224,657; and (2) StarChase GPS Vehicle Tracking Technology Surveillance Use Policy; CEQA status – categorically exempt.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve and authorize the City Manager to execute Contract No. 4524000393 (Attachment A) with StarChase LLC, for 3 years, not to exceed \$224,657 to implement GPS tracking technology; and
2. Approve the StarChase GPS Vehicle Tracking Technology Surveillance Use Policy to enable the use of GPS technology to track and apprehend wanted vehicles and suspects (Attachment B).

### **EXECUTIVE SUMMARY**

This report contains a surveillance evaluation of StarChase GPS vehicle tracking technology, as required by PAMC section 2.30.620, describing the uses and benefits of fixed GPS vehicle tracking technology, associated privacy considerations and applicable law. Staff is recommending Council approve a three-year contract for the purchase, installation and support of GPS vehicle tracking devices which can be deployed from a patrol vehicle and affixed to a fleeing suspect vehicle, as well as a GPS vehicle tracking technology surveillance use policy. A suspect vehicle tagged with a GPS vehicle tracking device can be monitored remotely, enabling officers to identify a safer location for later contact and apprehension, as opposed to engaging in a vehicle pursuit. The use of GPS vehicle tracking technology provides several potential benefits, including reduced risk to the public and officers due to police pursuits, increased likelihood of suspect apprehension and recovery of stolen vehicles and property, crime deterrence, and improved regional police collaboration. This contract is entirely grant-funded by the State of California Board of State and Community Corrections (BSCC).

## **BACKGROUND**

On December 4, 2023 the Council approved<sup>1</sup> the City's execution of a grant agreement with the State of California Board of State and Community Corrections (BSCC), pursuant to which the Police Department would receive State funds over a period of three years to be spent combatting organized retail theft and vehicle theft. The BSCC grant award included an allocation of funding to cover the purchase, installation and training costs associated with the deployment of StarChase GPS vehicle tracking technology. This staff report brings forward a contract with StarChase, LLC for the deployment of this technology, as well as the associated Surveillance Use Policy.

Global Positioning System (GPS) technology allows for an equipped device's geographic location to be ascertained and tracked remotely. Law enforcement already utilizes this technology to locate and recover stolen property equipped with GPS capability (e.g., vehicles, mobile telephones) or to which a GPS tag has been affixed (e.g., AirTags). The StarChase Guardian is a different application of the same technology. Using the device, an officer inside of a patrol vehicle can launch a small GPS tracking device using compressed air, affixing it via adhesive to the rear of a fleeing (or potentially-fleeing) suspect vehicle. Once deployed, instead of engaging in a potentially dangerous pursuit of the vehicle, the officer can remotely track the vehicle's location and identify a safer and more advantageous location to attempt contact and apprehension.

GPS vehicle tracking devices have existed for more than a decade but, prior to the StarChase Guardian, required manual installation on a stationary vehicle. StarChase is the only product on the market that enables a tracker to be remotely applied to a moving (or potentially moving) suspect vehicle.

## **ANALYSIS**

The addition of GPS vehicle tracking technology will provide officers with a viable alternative to engaging in potentially dangerous vehicle pursuits of fleeing suspects and increase the chances of apprehending fleeing suspects and recovering stolen property. This technology is being used widely by many local police agencies to apprehend suspects, locate stolen vehicles, and solve crimes where a vehicle has been used.

This report recommends the Council approve the following:

- A three-year contract with StarChase, LLC (4524000393) for GPS vehicle tracking technology implementation, and
- StarChase GPS Vehicle Tracking Technology Surveillance Use Policy and Surveillance Evaluation

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<sup>1</sup> City Council, December 4, 2023; Agenda Item #4; SR #2309-2066,

<https://portal.laserfiche.com/Portal/DocView.aspx?id=69071&repo=r-704298fc&searchid=cdf196f0-aa7d-44f9-936f-901e178e9868>

### Three Year Contract with StarChase, LLC

The proposed three-year contract calls for StarChase, LLC to deliver and support twenty StarChase Guardian patrol-vehicle-mounted GPS launchers. StarChase, LLC will complete the installation and setup of four Guardian launcher units; the remaining sixteen units will be installed by the Police Department's existing fleet outfitting vendor. The proposed contract also calls for StarChase, LLC to provide the Department with introductory training and browser-based access to its StarChase data platform, and to securely store the Department's data for 30 days unless it is specifically identified as evidence in a specific criminal investigation.

An exemption to competitive solicitation was approved by the City Manager, pursuant to Palo Alto Municipal Code section 2.30.360 (d), allowing for a sole source purchase where there is no comparable competitive product except that provided by the equipment manufacturer. No other manufacturer produces a launcher that can be mounted onto a patrol vehicle and is capable of launching a GPS device from a moving patrol vehicle onto a moving suspect vehicle and provide real-time GPS tracking.

### StarChase GPS Vehicle Tracking Technology Surveillance Use Policy

Palo Alto's Surveillance Technology ordinance (No. 5420), codified at PAMC § 2.30.620, *et seq.* sets criteria and procedures to protect personal privacy in the acquisition and use of surveillance technology, and provide for ongoing oversight. GPS vehicle tracking technology is "surveillance technology" as defined by the ordinance. The ordinance requires Council approval of the acquisition of new surveillance technology and of a Surveillance Use Policy specific to each new approved technology. In approving new surveillance technology, the Council must determine that its benefits outweigh the associated costs and concerns.

The ordinance sets forth specific elements that must be present in a Surveillance Use Policy, including limitations on access, use, and retention, as well as a description of compliance procedures. The Department has prepared and attached a Surveillance Use Policy, which addresses each of these elements.

In addition, prior to the approval by the Council of a new surveillance activity, the ordinance requires the completion of a Surveillance Evaluation, consisting of the five specific elements below.

### Surveillance Evaluation

*(1) A description of the surveillance technology, including how it works and what information it captures;*

Global Positioning System (GPS) technology allows for an equipped device's geographic location to be ascertained and tracked remotely. The StarChase Guardian is a law enforcement application of GPS technology. The Guardian launcher is mounted to the front of a patrol vehicle

and activated via a small panel inside the cabin. The device uses compressed air to launch a small GPS tracking device (“tag”) toward a suspect vehicle which is fleeing or expected to flee. The tag affixes to the target vehicle via adhesive and begins transmitting a GPS signal, which can be tracked using StarChase’s browser-based platform. Once deployed, instead of engaging in a potentially dangerous pursuit of the vehicle, the officer can remotely track the vehicle’s location and identify a safer and more advantageous location to attempt contact and apprehension.

The tag does not capture any information other than the geographic location of the vehicle to which it is affixed.

*(2) Information on the proposed purpose, use and benefits of the surveillance technology;*

Purpose: Recent years have seen regional increases in catalytic converter thefts, auto burglaries, vehicle thefts and organized retail thefts. The community has also experienced several brazen robberies and residential burglaries. Those responsible for such crimes commonly use a vehicle to flee from the crime scene and frequently utilize a stolen vehicle, or a vehicle bearing stolen plates, which can frustrate efforts to identify and apprehend suspects who elude initial capture. Suspects commonly flee from police, forcing officers to choose between allowing a suspect to elude capture or engaging in a potentially dangerous vehicle pursuit. The StarChase Guardian system allows officers to launch a small GPS tracking device from a patrol vehicle and affix it to a fleeing suspect vehicle. The suspect vehicle can then be tracked remotely, in lieu of a vehicle pursuit, and contacted later at a safer, more advantageous location.

Neighboring Agency Usage: Other local police departments are currently using StarChase GPS technology, including but not limited to San Mateo, South San Francisco, Daly City, and Fremont, with others in the process of acquiring the technology. Anecdotally, jurisdictions that have been using the technology for a meaningful period of time report experiencing a reduction in police pursuits and an increase in suspect apprehensions and the recovery of stolen property and stolen vehicles.

Benefits of Usage: The use of the StarChase system provides several potential benefits:

- *Community Safety:* Fleeing suspects commonly engage in erratic and unsafe driving behaviors (e.g., excessive speed, unsafe turns, violations of traffic signal, wrong-way driving). While police receive a great deal of training in safe emergency vehicle operations, pursuits still pose an inherent risk to the safety of officers as well as uninvolved pedestrians, cyclists, and motorists. A suspect vehicle that has been tagged with a GPS tracking device need not be actively pursued by police; officers can track it remotely and identify a safer location for contact and apprehension.
- *Apprehension:* Fleeing suspects who elude police apprehension present an on-going threat to the public and diminish the likelihood that stolen vehicles or stolen property will be recovered. The use of GPS tracking devices enhances the ability of police to safely

track, locate and apprehend suspects who would otherwise have avoided capture, and recover vehicles and property that would otherwise have remained outstanding.

- *Solving Crimes Already Committed:* Suspects involved in vehicle theft and organized retail theft frequently offend in multiple jurisdictions, often in the same day. When apprehended, they commonly possess property stolen on other dates or from other locations, and evidence of involvement in other offenses. An increased rate of apprehension is likely to result in solving other crimes.
- *Regional Coordination:* Fleeing suspects often enter other jurisdiction during flight, posing challenges for pursuing officers who may lack familiarity with other jurisdictions. Once a fleeing vehicle has been tagged with a GPS tracking device, Palo Alto officers can monitor the suspect vehicle's movements remotely and coordinate their response with other agencies, to ensure a timely response and identify the safest and most effective location for contact and apprehension.
- *Deterrence:* The mere presence of the StarChase GPS tracking devices – and any media reporting on their use to apprehend suspects– may act as a deterrent. Police personnel have reported to staff that some criminals will intentionally target jurisdictions where they believe officers are prohibited from pursuing them, while avoiding jurisdictions perceived as more likely to pursue. While the use of StarChase is intended to *reduce* the likelihood of a pursuit by the Police Department, it is anticipated to increase the likelihood of eventual apprehension.

One of the City Council's four priorities this calendar year is Community Health, Safety, Wellness and Belonging ("safety infrastructure and systems" was one of the included subtopics). Further, the 2030 Comprehensive Plan includes policies S-1.6 and S-1.7, which supports a balanced approach of utilizing safety technology with policy-driven safeguards. The Department believes that the deployment of a GPS vehicle tracking devices, with sound policies and training, would support crime prevention, criminal apprehension, stolen vehicle recovery, and criminal investigation.

*(3) The location or locations where the surveillance technology may be used;*

StarChase Guardian GPS launchers will be installed on twenty patrol vehicles, comprising most of the Department's patrol vehicle fleet. GPS tracking devices could be deployed at any location when a suspect vehicle has fled or is anticipated to flee.

*(4) Existing federal, state and local laws and regulations applicable to the surveillance technology and the information it captures; the potential impacts on civil liberties and privacy; and proposals to mitigate and manage any impacts;*

Physical surveillance by law enforcement of persons or vehicles in a public place (e.g., public roadways, sidewalks) or private property open to the public (e.g., shopping centers, retail

parking lots) is generally permissible under both California and federal law; however, the California Electronics Communications Privacy Act (CalECPA) places limitations on the use of GPS tracking technology by law enforcement. As a general rule, law enforcement is required to obtain a search warrant to access electronic data concerning a suspect or vehicle's location. Exceptions to this requirement include reported stolen vehicles or stolen property, suspects known to be subject to parole search terms, and emergency situations where the information is immediately necessary to prevent death or serious physical injury. In circumstances where obtaining a warrant is not feasible (e.g., a fleeing suspect vehicle), a warrant may be obtained retroactively. The Department's proposed surveillance use policy incorporates the requirements of CalECPA.

The American Civil Liberties Union (ACLU) has previously written about StarChase GPS vehicle tracking devices. The ACLU opined that their warrantless use to tag and contemporaneously track a vehicle fleeing from a lawful detention was lawful under federal law, while pointing out the public safety benefits of fewer high speed pursuits.<sup>2</sup>

Data captured by the StarChase GPS tracking device will be securely stored by StarChase for a period of 30 days, unless it has been identified as relevant to a specific criminal investigation, in which case it will be retained longer.

Internally, data will only be accessible via the StarChase browser-based platform to trained staff with a legitimate law enforcement need, and all queries will be logged and subject to audit. The Department will only share its data with other local law enforcement agencies subject to written requests articulating a case-specific need. Neither the Department, nor the third-party vendor, will share the Department's data with any non-law enforcement entities.

*(5) The costs for the surveillance technology, including acquisition, maintenance, personnel and other costs, and current or potential sources of funding.*

In year one, this contract will come at a total (grant-funded) cost of \$165,308, including the devices, initial installation and setup, 2-year warranty, user training, data storage, and tracking platform access. Year two will come at a total (grant funded) cost of \$26,400, for continued tracking platform access and data storage. Year three will come at a total cost of \$32,955, including continued tracking platform access, data storage, and a third year of warranty coverage.

## **TIMELINE**

The Department is informed that, following Council approval, StarChase anticipates being able to complete its delivery, installation and setup process within 60-90 days. Associated Department personnel training and policy implementation can also be accomplished during this timeframe.

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<sup>2</sup> <https://www.aclu.org/news/national-security/gps-bullets-allow-police-shoot-tracker-car>

## **FISCAL/RESOURCE IMPACT**

The Department is contracting for the purchase of twenty StarChase Guardian GPS launchers, as well as three years of access to StarChase's browser-based tracking platform. StarChase will warranty all of the launchers and GPS devices during the 3-year duration of the contract and will maintain or replace as needed. StarChase will complete the installation and setup of four Guardian launcher units; the remaining sixteen units will be installed by the Department's existing fleet outfitting vendor. All of these costs will be covered by the existing BSCC grant funding.

At the end of the grant term, continued use of the StarChase GPS devices would require an annual subscription cost (currently \$26,400) associated with continued data storage and tracking platform access. The Department will bring forward an associated request for funding at that time, as part of the annual budget process, if this cost cannot otherwise be absorbed in the Department's budget or funded via grant.

Data storage - other than specific data identified as evidence in a criminal investigation - will be the responsibility of StarChase, and the data will be accessed via a browser-based platform, requiring no new software.

In year one, this contract will come at a total (grant-funded) cost of \$165,308, including the launchers and GPS devices, initial installation and setup, 2-year warranty, user training, data storage, and tracking platform access. Year two will come at a total (grant funded) cost of \$26,400, for continued tracking platform access and data storage. Year three will come at a total cost of \$32,955, including continued tracking platform access, data storage, and a third year of warranty coverage.

## **STAKEHOLDER ENGAGEMENT**

Upon learning that its application for BSCC grant funding had been granted, the Department issued a news release on September 14, 2023, which detailed the intended uses of the funding, including the acquisition of GPS vehicle tracking devices. Several local media outlets published articles regarding the BSCC grant award and the Department's plan to purchase StarChase GPS devices.

The December 4, 2023 staff report, requesting Council approval to execute the BSCC grant agreement, detailed the intended uses of the funding, including the acquisition of StarChase GPS devices.

In preparing both its BSCC grant application and its deployment guidelines and procedures, the Department consulted multiple other local agencies already using the technology in order to learn industry best practices.

**ENVIRONMENTAL REVIEW**

Approval of this agreement and surveillance policy are categorically exempt under CEQA regulation 15321 for enforcement actions.

**ATTACHMENTS**

Attachment A: StarChase LLC, Contract No. 4524000393

Attachment B: PAPD StarChase GPS Vehicle Tracking Technology Surveillance Use Policy

**APPROVED BY:**

Andrew Binder, Police Chief



# City of Palo Alto

Purchasing and Contract Administration  
 P.O.Box 10250  
 Palo Alto CA 94303  
 Tel:(650)329-2271 Fax:(650)329-2468

## Purchase Order

**Vendor Address**

STARCHASE LLC  
 PO BOX 10057  
 VIRGINIA BEACH VA 23450  
 Tel: 9256955102

**P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE PERTAINING TO THIS ORDER**

<b>PO Number</b>	4524000393
<b>Date</b>	03/19/2024
<b>Vendor No.</b>	108202
<b>Payment Terms</b>	Payment Due 30 days
<b>FOB Point</b>	F.O.B Destination
<b>Ship via</b>	Vendor to ship best way
<b>Required Date</b>	04/08/2024
<b>Buyer/Phone</b>	Philip Mai / 650-329-2178
<b>Email</b>	Philip.Mai@cityofpaloalto.org

**Ship To:**  
 Police Department  
 City of Palo Alto  
 275 Forest Avenue  
 Palo Alto CA 94301

**Bill To:**  
 Police Department  
 City of Palo Alto  
 275 Forest Avenue  
 Palo Alto CA 94301

**DELIVERIES ACCEPTED ONLY BETWEEN 7:00 AM & 3:00 PM UNLESS OTHER ARRANGEMENTS ARE INDICATED HEREIN**

Item	Material/Description	Quantity	UM	Net Price	Net Amount
0010	PD GUARDIAN - VX (1) vEHICLE MOUNTED LAU  Catalog number: 23-SC-VML-BL	20	EA	5,990.00	119,800.00
0020	PD GUARDIAN - VX 12 MONTH EXTENDED WARRA  Catalog number: 23-SC-WARR-12-YR3	20	EA	327.75	6,555.00
0030	PD GUARDIAN - VX TOTAL SOLUTION PACKAGE  Catalog number: 23-SC-TSP-T3	20	EA	3,960.00	79,200.00
0040	PD GUARDIAN - VX VEHICLE INSTALLATION PE  Catalog number: 23-SC-INSTALL	4	EA	702.00	2,808.00
0050	PD GUARDIAN - VX ON-SITE DISPATCH AND OP  Catalog number: 23-SC-TRAIN	1	EA	3,500.00	3,500.00
0060	SHIPPING AND HANDLING	1	EA	1,862.20	1,862.20

*Cecilia Magana*

Chief Procurement Officer

THIS P.O. IS SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW AND ON THE LAST PAGE SPECIFICATIONS - Any specification and /or drawings referred to and/or attached hereto are expressly made a part of this Purchase Order. DELIVERY - Please notify the City promptly if delivery cannot be made on or before the date specified. If partial shipment is authorized, so indicate on all documents. Complete packing lists must accompany each shipment. INVOICE - A separate invoice is required for each order. Send to address indicated above.



# City of Palo Alto

Purchasing and Contract Administration  
P.O.Box 10250  
Palo Alto CA 94303  
Tel:(650)329-2271 Fax:(650)329-2468

## Purchase Order

### Vendor Address

STARCHASE LLC  
PO BOX 10057  
VIRGINIA BEACH VA 23450  
Tel: 9256955102

P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE PERTAINING TO THIS ORDER

**PO Number** 4524000393  
**Date** 03/19/2024  
**Vendor No.** 108202  
**Payment Terms** Payment Due 30 days  
**FOB Point** F.O.B Destination  
**Ship via** Vendor to ship best way  
**Required Date** 04/08/2024  
**Buyer/Phone** Philip Mai / 650-329-2178  
**Email** Philip.Mai@cityofpaloalto.org

**Ship To:**  
Police Department  
City of Palo Alto  
275 Forest Avenue  
Palo Alto CA 94301

**Bill To:**  
Police Department  
City of Palo Alto  
275 Forest Avenue  
Palo Alto CA 94301

DELIVERIES ACCEPTED ONLY BETWEEN 7:00 AM & 3:00 PM UNLESS OTHER ARRANGEMENTS ARE INDICATED HEREIN

Item	Material/Description	Quantity	UM	Net Price	Net Amount
	<p><i>This Purchase Order (PO) attaches and incorporates the following contract documents into this PO by reference as though fully set forth herein:</i></p> <ol style="list-style-type: none"> <li>1. StarChase Standard Terms and Conditions</li> <li>2. Scope of Service and Schedule of Performance</li> <li>3. StarChase Quotation No. 00015215</li> <li>4. Exhibit A - Insurance Requirements</li> <li>5. Exhibit B - Information of Privacy Policy</li> <li>6. Exhibit C - Cybersecurity Terms and Conditions</li> <li>7. Exhibit D - Surveillance Use Policy</li> </ol> <p>*** ORDERING VIA EMAIL *** **** PRICE HAS BEEN QUOTED ****</p>			<p>Sub-Total Sales Tax</p>	<p>----- 213,725.20 10,931.75</p>

**Total 224,656.95**

*Cecilia Magana*

Chief Procurement Officer

THIS P.O. IS SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW AND ON THE LAST PAGE SPECIFICATIONS - Any specification and /or drawings referred to and/or attached hereto are expressly made a part of this Purchase Order. DELIVERY - Please notify the City promptly if delivery cannot be made on or before the date specified. If partial shipment is authorized, so indicate on all documents. Complete packing lists must accompany each shipment. INVOICE - A separate invoice is required for each order. Send to address indicated above.



## Standard Terms and Conditions

### Article 1 PRICING AND ORDERING

#### 1.1 Pricing.

1.1.1 Products. Customer pricing is set forth as provided in a formal, enumerated quotation, by an authorized StarChase representative.

1.1.2 Services. Prices for additional engineering/installation services other than those needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates.

1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:

- (1) the Part Number and Product Name.
  - (2) the quantity ordered.
  - (3) the total purchase price.
  - (4) shipping instructions.
  - (5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and
  - (6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date").
- Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by the Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

1.4 StarChase's – Total Solutions Package (TSP / annual subscription) term begins 30 days upon acceptance of StarChase Hardware by customer (Please see **Article 3 ACCEPTANCE BY CUSTOMER**).

1.5 Total Solutions Package (TSP / annual subscription) provides allocated training rounds and a full complement of "live" GPS rounds per hardware unit (includes all data charges incurred by StarChase at no additional cost to agency) and access to CoreView real-time mapping platform with support.

### Article 2 SHIPMENT AND DELIVERY

2.1 Packing. Unless otherwise agreed in writing by the Parties, all Products shall be prepared, marked (bar coded where possible), and packed for shipment in accordance with StarChase's standard packing procedures.

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior approval from the Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

### **Article 3 ACCEPTANCE BY CUSTOMER**

3.1 In General. Unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedure set forth in this Article 3. The provisions of this Article 3 will also apply to all replacement Products.

3.2 If StarChase Installs. Acceptance of Products that StarChase is responsible to install shall occur upon the following:

- (1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
- (2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

3.3 If Customer Installs. With respect to Products which are Customer's responsibility to install, Customer will have a period of fifteen (15) days from receipt by Customer to test such Products to assure that they:

- (1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
- (2) successfully demonstrate that they meet the Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.

Unless StarChase has been notified by the Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by the Customer at the end of such fifteen (15) daytime period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair, or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

3.5 Installation of StarChase Hardware must be performed by a StarChase certified technician, StarChase certified customer agency technician, or StarChase certified third-party technician. Installation performed by any non-StarChase certified technician immediately voids original and or extended warranty of StarChase hardware.

3.6 Specific to Guardian-HX hand-held product, customer acceptance is defined by successful receipt of product in good working order notwithstanding any damage incurred during delivery transport (see **Article 2 SHIPMENT AND DELIVERY**)

### **Article 4 BILLING AND PAYMENT**

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)"):

- (1) the description and quantity of Products ordered
- (2) the quantity of Products shipped
- (3) the Delivery Destination and day/date confirming product delivery
- (4) the Purchase Order number
- (5) the Purchase Price for each Product
- (6) the total Purchase Price for the Purchase Order; and
- (7) any applicable taxes, freight charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the Invoice, therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by the Customer within fifteen (15) days of the Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one- and one-half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

## **Article 5 OBLIGATIONS OF CUSTOMER**

5.1 Customer agrees that it has a duty to become familiar with the operational and technical requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing.

5.2 Customer agrees to promptly notify StarChase of any transfer of hardware units to other vehicles and obtain the required transfer kit to maintain product warranty.

5.3 Customer agrees to comply with Guardian-HX Operating Manual. Failure to follow all safety precautions and handling requirements may result in forfeiture of warranty claims.

## **Article 6 LIMITED WARRANTY**

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) it is authorized:

- (1) to sell the StarChase Hardware and Third-Party Hardware; and
- (2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third-Party Software and Hardware to Customer.

(b) unless otherwise agreed to in an Order, all StarChase Hardware and Third-Party Hardware will be:

- (1) of genuine and authentic manufacture; and

(2) new and unused (but may contain some remanufactured components that will operate as new).

(c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel.

(d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's initial two-year warranty period for the StarChase Hardware (Guardian-VX) and one-year warranty period for (Guardian-HX); and

(e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades, which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available written specifications in effect at the time of Delivery during StarChase's initial two-year warranty period (Guardian-VX) and one-year warranty period (Guardian-HX). The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable (Guardian-VX) and receipt of delivery (Guardian-HX) (Please see: **Article 3 ACCEPTANCE BY CUSTOMER**). However, if upon installation (Guardian-VX) or customer acceptance (Guardian-HX) the StarChase Hardware and/or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost, and expense, promptly adjust, repair, or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

6.2 Extended Warranty. If applicable, Customer may purchase StarChase's Annual Post Warranty Service

6.3 Third-Party Products. All Third-Party Products are subject to the third party's warranty provisions, copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third-Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third-party warranty provisions applicable to Third-Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At Customer's option, Customer may engage StarChase for support of such Third-Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement of StarChase Hardware or part provided by StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or parts limited warranty period, of ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement of StarChase Hardware or parts:

(1) Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis.

(2) StarChase is responsible for the shipping and insurance charges associated with the replacement and replacement of StarChase Hardware and parts shipped to and from Customer as part of StarChase's limited warranty service.

(3) Service to StarChase Hardware must be performed by a direct StarChase certified technician, StarChase certified customer technician, or StarChase certified third-party technician

(4) Customer will not make any returns to StarChase without first obtaining a written Return Merchandise Authorization (RMA) number by emailing support@starchase.com, which shall be

promptly issued by StarChase upon request by customer. StarChase will ship out replacement(s) once it's been determined the current part(s) is defective or faulty. StarChase will provide customers with a prepaid shipping label to return defective part(s) associated with RMA. All Products for return shall be marked with a Return Merchandise Authorization number issued by StarChase to enable tracking.

(5) To avoid being billed for unreturned equipment, please return all your StarChase products related to this warranty within 60 days of the date your equipment was received.

(6) Customer agrees to pay StarChase the full purchase price in connection with any Products which the customer fails to return within the specified time period listed herein.

**6.5 Return / Refund Process:** Products purchased from StarChase, LLC. (StarChase) will be accepted for return without a restocking fee if received within thirty (30) days of receipt and subject to the terms herein. Products older than 30 days will be subject to a 35% restock charge. Note: custom and discontinued items are non-returnable unless return is due to an error by StarChase. **To submit a Return Request:**

(1) email [support@starchase.com](mailto:support@starchase.com) to obtain Return Authorization Number.

(2) original purchase order number must be provided along with a brief explanation for return / refund request.

(3) customers will receive acknowledgement of request and a Return Authorization Number within 24 hours of submission, from the StarChase Customer Support team.

**6.6 Return Material Handling:**

(1) Please include a copy of the Return Authorization form with the merchandise being returned

(2) Returns must be in original packaging and condition.

(3) Material must be packed in a manner that will protect it from damage in transit.

(4) Material received by StarChase that is not in its original condition may be subject to a restocking fee or deemed non-returnable.

**6.7 Return Shipping Costs:**

(1) Return shipping costs are the responsibility of the customer except in the case of defective material.

(2) Traceable shipping method is required such as UPS or FedEx. Always retain a record of the tracking number(s).

(3) Lost packages and freight claims are the responsibility of the customer.

**6.8 Credit:**

(1) Returned material is subject to inspection. After material confirmation, credit will be issued within 30-45 days.

(2) When possible, Credit will be issued in the same manner as the original payment method.

(3) If material arrives back with damage due to inadequate packaging, StarChase will not issue credit for the product.

(4) Materials returned outside the 90-day return window, not in original or unused condition, will be subject to a restock charge and/or deemed non-returnable.

6.9 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect, or damage.
- (2) interoperation with third party products which are not recommended or approved by StarChase.
- (3) Service to StarChase Hardware must be performed by a direct StarChase certified technician, StarChase certified customer technician, or StarChase certified third-party technician. Maintenance performed by any non-certified StarChase technician, without the expressed written consent and at the discretion of StarChase, will restrict and or void original/extended warranty of StarChase hardware.
- (4) use of StarChase Products in an environment or in a manner or for a purpose for which the StarChase Products were not designed; or
- (5) Customer's failure to implement all previously supplied software or physical hardware Updates.

6.10 Batteries; Charging Systems. Batteries and charging systems are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.11 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the contact information above, [support@starchase.com](mailto:support@starchase.com). Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container.

6.12 Disclaimer. STARCHASE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS, MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE DOES NOT MAKE, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS. STARCHASE MAKES NO OTHER WARRANTIES WITH RESPECT TO STARCHASE PRODUCTS, MAINTENANCE SERVICES OTHER STARCHASE SERVICES OR THIRD-PARTY PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

6.13 Any alteration of the Guardian-HX original manufactured product or third-party components (launcher, batteries, or accessories) or use of unauthorized internal and or external components and attachments without written consent and at StarChase's discretion will void the warranty.

## **Article 7 INDEMNIFICATION**

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. If Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become non-infringing and non-violative, without diminishing the usefulness of StarChase Products to Customer.
- (2) procure for Customer the right to make continued use thereof; or
- (3) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

7.3 Limitations. StarChase shall have no liability to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase.
- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed.
- (3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided infringement.
- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval.
- (5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments, settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are connected with or result from its acts, negligence or willful misconduct or that of its employees, agents, or subcontractors. In connection with each party's indemnification obligations pursuant to this paragraph, the Indemnified Party shall provide the other party with

- (1) prompt notification in writing of the claim.
- (2) sole control over the defense and settlement thereof; and
- (3) reasonable cooperation, at the other party's expense, in response to the other party's request for assistance.

7.5 Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g., patent; copyright, trade secret or other proprietary rights infringement indemnification) with respect to third party software embedded in the StarChase Software and

StarChase Hardware and Third-Party Products to the extent such indemnification may be passed through to Customer.

## **Article 8 FORCE MAJEURE**

8.1 General. StarChase shall not be liable for delays or lack of performance if the failure to fulfil this Agreement arises out of causes beyond the control and without the fault or negligence of StarChase. The Customer shall not be liable for any breach of Agreement if the breach arises out of causes beyond the control and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

## **Article 9 DISPUTE RESOLUTION**

Mindful of the cost in time, energy, and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. If such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Judicial resolution. If, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by a court of law.

Both parties waive punitive or exemplary damages; but may seek equitable relief and reasonable costs. Any judicial resolution of a dispute shall be held in Santa Clara County, California.

9.4 Specific Enforceability. The parties may prevent violations or enforce the provisions of this Agreement through all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply to any court of law or equity, which is of competent jurisdiction, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase shall therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph.

#### Article 10 **BSCC CA Grant Compliance**

10.1 Payment schedule: Customer agency is invoiced upon shipment of all goods ordered. Customer agency is invoiced for installation and training services, once satisfactorily completed.

10.2 Termination for cause/convenience: customer agency's right to terminate for cause/ convenience is at its' discretion and must be provided within 30 days of the termination date. Customer agency is responsible for payment of services in advance (annually) and may be credited any months in which services will not be utilized in the remaining period.

10.3 Audits/Examination: StarChase agrees to allow BSCC, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representative, access to any books, documents, papers and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts and transcriptions, for all contracts greater than \$100,000. Such requests must be formally made in writing by authorized person(s).

10.4 StarChase is and will remain in full compliance with all Equal Employment Opportunity requirements per Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60 (required on all CBO - July 2023 Page 41 BSCC Grant Administration Guide contracts, and on all governmental entity construction contracts awarded in excess of \$10,000).

## 10.5 IT & DATA STANDARDS

- All data transactions performed within the CoreView mapping platform and API integrations are hosted on/via AWS GovCloud Compliant infrastructure.
- Data is secured while in transition and at rest via SSL & TLS 2.0 encryption methodologies.
- Data is stored/encrypted in AWS GovCloud Compliant infrastructure with redundancy and failover mechanisms.
- Data is retained by default, for 3 years unless otherwise stated in writing. Specific terms of retention that deviate from this standard must be agreed upon in writing and executed by authorized signatures from customer agency and StarChase. Once the retention period has expired, agency data is deleted from all storage resources and services.
- StarChase's CoreView Mapping Platform is web-based. No proprietary software or plugins are required. CoreView is viewable on any internet accessible device.
- StarChase will provide upon request, certified copies of historical downloads for court admissibility purposes.

## 10.6 SCOPE OF WORK for Guardian-VX

1. **Vehicle Launcher System** (4 components):
  - a. launcher (either in-grille or on push bumper)
  - b. micro-compressor (under hood mount)
  - c. computer box (under hood mount)
  - d. control panel (interior console or other specified location inside the vehicle)
  
2. **Installation** – performed on-site by StarChase employed technicians. Agency fleet technicians or third-party upfitter on-site training and certification will be provided if requested prior to installation date. Customer agency is provided a Certificate of Insurance (COI) upon written request by customer agency with appropriate recipient/entity information, after receipt of purchase order. Vehicle Checklists, post-installation documents, and installation guide provided upon completion. Additional system specification sheets provided to the agency's designated StarChase Program Manager and fleet services manager or third party upfitter. The Guardian-VX system is designed to easily repair or replace individual components – individual component price list provided upon request.
  
3. **Train the Trainer** Module (2 components):
  - a. On-site training conducted by certified StarChase Trainers, this includes classroom and behind-the-wheel training which is pre-planned with agency designee (typically EVOC Instructor). Coordination includes review of agency training and safety guidelines, StarChase Operator Training Syllabus (classroom and practical on-track/controlled environment system use), and EVOC policy review to ensure conformity by StarChase trainers. Complete instruction of registering GPS tags, daily launcher inspections, effective system use, and CoreView mapping (view/administrative use, case analysis, and downloading). Evolution: 1 day (may be extended if number of operators exceeds 8 per session). Training rounds provided for entire evolution.

- b. Dispatch training: coordinated classroom review for dispatchers, communication managers, and RTCC personnel of CoreView mapping features and functions.  
Evolution: .5 day.

4. **Total Solutions Package** – per launcher, fixed-cost, annual service subscription which includes:

- a. Unlimited GPS rounds
- b. 2 training rounds per launcher system purchased.
- c. Tech Support
- d. Unlimited user licenses and administration (view and admin users)
- e. Unlimited Case analysis and downloads

Note: GPS data communication charges are included in fixed-cost annual TSP.

## SCOPE OF WORK

### **Goods**

CONTRACTOR (StarChase LLC) will deliver StarChase Guardian VX System to the CUSTOMER/CITY (City of Palo Alto), which shall include:

- Vehicle Launcher System (20 units): launchers (either in-grille or on push bumper);
- micro-compressor (under hood mount) & computer box (under hood mount);
- control panel (interior console or other specified location inside the vehicle); and
- Unlimited duty rounds; 2 training rounds per launcher.

CONTRACTOR will provide Documentation of Vehicle Checklists, post-installation documents, and installation guide provided upon completion. Additional system specification sheets provided to the Department's designated StarChase Program Manager and fleet services manager or third party upfitter.

### **Services**

Upon delivery of StarChase Guardian VX System, CONTRACTOR will schedule with CITY to provide Vehicle Launcher System Installation (up to 4 vehicles) to be performed on-site by StarChase employed technicians. Remaining systems to be installed by third party vendor identified by the Department.

CONTRACTOR will provide an Operator Training to train the Trainer Module consisting of on-site training conducted by certified StarChase Trainers, this includes classroom and behind-the-wheel training which is pre-planned with Department's designee. Coordination includes review of CITY Staff training and safety guidelines, StarChase Operator Training Syllabus (classroom and practical on-track/controlled environment system use), and EVOC policy review to ensure conformity by StarChase trainers. CONTRACTOR must complete instruction of registering GPS tags, daily launcher inspections, effective system use, and CoreView mapping (view/administrative use, case analysis, and downloading). Evolution: 1-day Evolution training (may be extended if number of operators exceeds 8 per session). Training rounds provided for entire evolution.

CONTRACTOR will provide Dispatch training: coordinated classroom review for dispatchers, communication managers, and RTCC personnel of CoreView mapping features and functions; including Evolution training: .5 day (half day/4-hour).

CONTRACTOR's will provide Total Solutions Package per launcher, fixed-cost, annual service subscription, which includes:

- Tech Support for three years;
- Unlimited user licenses and administration (view and admin users) for three years; and
- Unlimited Case analysis and downloads for three years



**Quote#** 00015215  
**Valid Until:** Apr 21, 2024

**Date:** Jan 24, 2024, 1:36 PM

**Sales Representative:** Dave Hartman  
**Phone:** (925) 695-5102  
**Email:** dhartman@starchase.com

**Bill To :**  
Palo Alto PD  
275 Forest Ave.  
Palo Alto, California, 94301  
United States

**Ship To :**  
Palo Alto PD  
275 Forest Ave.  
Palo Alto, California, 94301  
United States

Product Code	Product Description	Qty.	MSRP Unit Price	Extended Price	Total
23-SC-VML-BL	GUARDIAN - VX (1) Vehicle Mounted Launcher System - Black, (1) Interior Console, (1) Remote Key Fob and 24 Month Manufacturer Warranty.	20	\$5,990.00	\$5,990.00	\$119,800.00
23-SC-WARR-12-YR3	GUARDIAN - VX 12 Month Extended Warranty - Year 3	20	\$327.75	\$327.75	\$6,555.00
23-SC-TSP-T3	GUARDIAN - VX Total Solution Package: 36 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Annual Base Rate = \$1,320.00	20	\$3,960.00	\$3,960.00	\$79,200.00
23-SC-INSTALL	GUARDIAN - VX Vehicle Installation Per Unit (INCONUS).	4	\$702.00	\$702.00	\$2,808.00
23-SC-TRAIN	GUARDIAN - VX On-Site Dispatch and Operator Train the Trainer Module, (1) Shot Box 12 included (INCONUS).	1	\$3,500.00	\$3,500.00	\$3,500.00
				Subtotal :	\$211,863.00
				Shipping & Handling :	\$1,862.20
				Tax :	\$10,937.74

**Grand Total:**

**\$224,662.94**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

**CITY OF PALO ALTO**

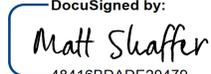
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Designee  
(Required on Contracts over \$25,000)

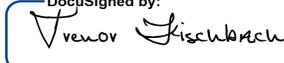
**STARCHASE LLC**

Officer 1

By:   
Name: 48416BDADE20479 Matt Shaffer

Title: vice president

Officer 2 (Required for Corp. or LLC)

By:   
Name: B1A96F023129491 Trevor Fischbach

Title: president

## EXHIBIT "A"

### INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS SPECIFIED HEREIN.

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION	STATUTORY		
YES	EMPLOYER'S LIABILITY	STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, PRODUCTS/COMPLETED OPERATIONS AND FIRE LEGAL LIABILITY	BODILY INJURY	\$2,000,000	\$2,000,000
		PROPERTY DAMAGE	\$2,000,000	\$2,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$2,000,000	\$2,000,000
YES	<p>TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE. THE POLICY SHALL AT A MINIMUM COVER PROFESSIONAL MISCONDUCT OR LACK OF REQUISITE SKILL FOR THE PERFORMANCE OF SERVICES DEFINED IN THE CONTRACT AND SHALL ALSO PROVIDE COVERAGE FOR THE FOLLOWING RISKS:</p> <p>(i) NETWORK SECURITY LIABILITY ARISING FROM UNAUTHORIZED ACCESS TO, USE OF, OR TAMPERING WITH COMPUTERS OR COMPUTER SYSTEMS, INCLUDING HACKERS, EXTORTION, AND</p> <p>(ii) LIABILITY ARISING FROM INTRODUCTION OF ANY FORM OF MALICIOUS SOFTWARE INCLUDING COMPUTER VIRUSES INTO, OR OTHERWISE CAUSING DAMAGE TO THE CITY'S OR THIRD PERSON'S COMPUTER, COMPUTER SYSTEM, NETWORK, OR SIMILAR COMPUTER RELATED PROPERTY AND THE DATA, SOFTWARE AND PROGRAMS THEREON. CONTRACTOR SHALL MAINTAIN IN FORCE DURING THE FULL LIFE OF THE CONTRACT.</p> <p>THE POLICY SHALL PROVIDE COVERAGE FOR BREACH RESPONSE COSTS AS WELL AS REGULATORY FINES AND PENALTIES AS WELL AS CREDIT MONITORING EXPENSES WITH LIMITS SUFFICIENT TO RESPOND TO THESE OBLIGATIONS.</p>	ALL DAMAGES	\$2,000,000	\$2,000,000

YES	CYBER AND PRIVACY INSURANCE. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR LIABILITY ARISING FROM COVERAGE IN AN AMOUNT SUFFICIENT TO COVER THE FULL REPLACEMENT VALUE OF DAMAGE TO, ALTERATION OF, LOSS OF, THEFT, DISSEMINATION OR DESTRUCTION OF ELECTRONIC DATA AND/OR USE OF CONFIDENTIAL INFORMATION, "PROPERTY" OF THE CITY OF PALO ALTO THAT WILL BE IN THE CARE, CUSTODY, OR CONTROL OF VENDOR, INFORMATION INCLUDING BUT NOT LIMITED TO, BANK AND CREDIT CARD ACCOUNT INFORMATION OR PERSONAL INFORMATION, SUCH AS NAME, ADDRESS, SOCIAL SECURITY NUMBERS, PROTECTED HEALTH INFORMATION OR OTHER PERSONAL IDENTIFICATION INFORMATION, STORED OR TRANSMITTED IN ELECTRONIC FORM.	ALL DAMAGES	\$2,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY EACH PERSON EACH OCCURRENCE  PROPERTY DAMAGE  BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000 \$1,000,000 \$1,000,000  \$1,000,000  \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000  \$1,000,000  \$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES		\$1,000,000
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, <b>NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
  
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:**

**<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>**

**OR**

**[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET\\_BIDS\\_HOW\\_TO.ASP](HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP)**



## INFORMATION PRIVACY POLICY

### POLICY STATEMENT

The City of Palo Alto (the “City”) strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City’s business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City’s rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City’s data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business with the City and receiving services from the City or a third party under contract to the City to provide services. The terms “Personal Information,” “Protected Critical Infrastructure Information”, “Personally Identifiable Information” and “Personally Identifying Information” (collectively, the “Information”) are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

### PURPOSE

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City’s website, and persons who access other information portals maintained by the City’s staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

## **POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City's applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City's staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

### **SCOPE**

The Policy will guide the City's staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

### **CONSEQUENCES**

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in employment and/or legal consequences.

### **EXCEPTIONS**

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception by submitting Security Exception Request. The exception request will be reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

### **MUNICIPAL ORDINANCE**

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

### **RESPONSIBILITIES OF CITY STAFF**

**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

**A. RESPONSIBILITY OF CIO AND ISM**

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall be guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy, (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

**B. RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE**

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.

**C. RESPONSIBILITY OF USERS**

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

**D. RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS**

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

**E. RESPONSIBILITY OF AUTHORIZATION COORDINATION**

The ISM will ensure that the City's employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City's approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

**GENERAL PROCEDURE FOR INFORMATION PRIVACY**

**A. OVERVIEW**

The Policy applies to activities that involve the use of the City's information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City's employees and third party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City's intranet or other networks, systems, or devices.

The term "information assets" also includes the personal information of the City's employees and any other related organizations while those assets are under the City's control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City's staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City's employees and authorized third parties.

**B. PERSONAL INFORMATION AND CHOICE**

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City's sharing of such information during the conduct of the City's business as a local government agency with third parties under contract to the City to provide services.

### C. METHODS OF COLLECTION OF PERSONAL INFORMATION

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such formation in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

### D. UTILITIES SERVICE

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

**E. PUBLIC DISCLOSURE**

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

**F. ACCESS TO PERSONAL INFORMATION**

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.

**G. SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE**

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and or third party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach, or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

**H. DATA RETENTION / INFORMATION RETENTION**

## **POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

### **I. SOFTWARE AS A SERVICE (SAAS) OVERSIGHT**

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

### **J. FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003**

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.

Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a "covered financial institution or creditor" which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers' Information.

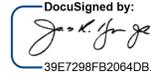
**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

NOTE: Questions regarding this policy should be referred to the Information Technology Department, as appropriate.

Recommended:	 <small>7914D9897578424...</small>	12/5/2017
	_____ Director Information Technology/CIO	_____ Date
Approved:	 <small>39E7298FB2064DB...</small>	12/13/2017
	_____ City Manager	_____ Date



## EXHIBIT "C"

### CYBERSECURITY TERMS AND CONDITIONS

In order to assure the privacy and security of the personal information of the City's customers and people who do business with the City, including, without limitation, vendors, utility customers, library patrons, and other individuals and companies, who are required to share such information with the City, as a condition of receiving services from the City or selling goods and services to the City, including, without limitation, the Software as a Service services provider (the "Consultant") and its subcontractors, if any, including, without limitation, any Information Technology ("IT") infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, described below, while it renders and performs the Services and furnishes goods, if any, described in the Statement of Work, Exhibit B, to the extent any scope of work implicates the confidentiality and privacy of the personal information of the City's customers. The Consultant shall fulfill the data and information security requirements (the "Requirements") set forth in Part A below.

A "secure IT environment" includes (a) the IT infrastructure, by which the Services are provided to the City, including connection to the City's IT systems; (b) the Consultant's operations and maintenance processes needed to support the environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

In the event that, after the Effective Date, the Consultant reasonably determines that it cannot fulfill the Requirements, the Consultant shall promptly inform the City of its determination and submit, in writing, one or more alternate countermeasure options to the Requirements (the "Alternate Requirements" as set forth in Part B), which may be accepted or rejected in the reasonable satisfaction of the Information Security Manager (the "ISM").

#### **Part A. Requirements:**

The Consultant shall at all times during the term of any contract between the City and the Consultant:

- (a) Appoint or designate an employee, preferably an executive officer, as the security liaison to the City with respect to the Services to be performed under this Agreement.
- (b) Comply with the City's Information Privacy Policy:
- (c) Have adopted and implemented information security and privacy policies that are documented, are accessible to the City, and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards. See the following:  
[http://www.iso.org/iso/home/store/catalogue\\_tc/catalogue\\_detail.htm?csnumber=42103](http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=42103)  
[http://www.iso.org/iso/iso\\_catalogue/catalogue\\_tc/catalogue\\_detail.htm?csnumber=50297](http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=50297)
- (d) Conduct routine data and information security compliance training of its personnel that is appropriate to their role.
- (e) Develop and maintain detailed documentation of the IT infrastructure, including software versions and patch levels.
- (f) Develop an independently verifiable process, consistent with industry standards, for performing professional and criminal background checks of its employees that (1) would permit verification of employees' personal identity and employment status, and (2) would enable the immediate denial of access to the City's confidential data and information by any of its employees who no



- longer would require access to that information or who are terminated.
- (g) Provide a list of IT infrastructure components in order to verify whether the Consultant has met or has failed to meet any objective terms and conditions.
  - (h) Implement access accountability (identification and authentication) architecture and support role-based access control ("RBAC") and segregation of duties ("SoD") mechanisms for all personnel, systems, and Software used to provide the Services. "RBAC" refers to a computer systems security approach to restricting access only to authorized users. "SoD" is an approach that would require more than one individual to complete a security task in order to promote the detection and prevention of fraud and errors.
  - (i) Assist the City in undertaking annually an assessment to assure that: (1) all elements of the Services' environment design and deployment are known to the City, and (2) it has implemented measures in accordance with industry best practices applicable to secure coding and secure IT architecture.
  - (j) Provide and maintain secure intersystem communication paths that would ensure the confidentiality, integrity, and availability of the City's information.
  - (k) Deploy and maintain IT system upgrades, patches and configurations conforming to current patch and/or release levels by not later than one (1) week after its date of release. Emergency security patches must be installed within 24 hours after its date of release.
  - (l) Provide for the timely detection of, response to, and the reporting of security incidents, including on-going incident monitoring with logging.
  - (m) Notify the City within one (1) hour of detecting a security incident that results in the unauthorized access to or the misuse of the City's confidential data and information.
  - (n) Inform the City that any third party service provider(s) meet(s) all of the Requirements.
  - (o) Perform security self-audits on a regular basis and not less frequently than on a quarterly basis, and provide the required summary reports of those self-audits to the ISM on the annual anniversary date or any other date agreed to by the Parties.
  - (p) Accommodate, as practicable, and upon reasonable prior notice by the City, the City's performance of random site security audits at the Consultant's site(s), including the site(s) of a third-party service provider(s), as applicable. The scope of these audits will extend to the Consultant's and its third-party service provider(s)' awareness of security policies and practices, systems configurations, access authentication and authorization, and incident detection and response.
  - (q) Cooperate with the City to ensure that to the extent required by applicable laws, rules and regulations, and the Confidential Information will be accessible only by the Consultant and any authorized third-party service provider's personnel.
  - (r) Perform regular, reliable secured backups of all data needed to maximize the availability of the Services. Adequately encrypt the City of Palo Alto's data, during the operational process, hosted at rest, and the backup stage at the Vendors' environment (including Vendor's contracting organization's environment).
  - (s) Maintain records relating to the Services for a period of three (3) years after the expiration or earlier termination of this Agreement and in a mutually agreeable storage medium. Within thirty (30) days after the effective date of expiration or earlier termination of this Agreement, all of those records relating to the performance of the Services shall be provided to the ISM.
  - (t) Maintain the Confidential Information in accordance with applicable federal, state, and local data and information privacy laws, rules, and regulations.
  - (u) Encrypt the Confidential Information before delivering the same by electronic mail to the City and or any authorized recipient.
  - (v) Provide Network Layer IP filtering services to allow access only from the City of Palo Alto's IP address to the Vendor environment (primarily hosted for the City of Palo Alto).
  - (w) Offer a robust disaster recovery and business continuity (DR-BCP) solutions to the City for the systems and services the Vendor provides to the City.



- (x) Provide and support Single Sign-on (SSO) and Multifactor Authentication (MFA) solutions for authentication and authorization services from the "City's environment to the Vendor's environment," and Vendor's environment to the Vendor's cloud services/hosted environment." The Vendor shall allow two employees of the City to have superuser and super-admin access to the Vendor's IT environment, and a cloud-hosted IT environment belongs to the City.
- (y) Unless otherwise addressed in the Agreement, shall not hold the City liable for any direct, indirect or punitive damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the City's IT environment, including, without limitation, IT infrastructure communications.
- (z) The Vendor must provide evidence of valid cyber liability insurance policy per the City's **EXHIBIT "D" INSURANCE REQUIREMENTS.**

**Part B. Alternate Requirements:**

**IT & DATA STANDARDS**

- All data transactions performed within the CoreView mapping platform and API integrations are hosted on/via AWS GovCloud Compliant infrastructure.
- Data is secured while in transition and at rest via SSL & TLS 2.0 encryption methodologies.
- Data is stored/encrypted in AWS GovCloud Compliant infrastructure with redundancy and failover mechanisms.
- Data is retained by default, for 3 years unless otherwise stated in writing. Specific terms of retention that deviate from this standard must be agreed upon in writing and executed by authorized signatures from customer agency and StarChase. Once the retention period has expired, agency data is deleted from all storage resources and services.
- StarChase's CoreView Mapping Platform is web-based. No proprietary software or plugins are required. CoreView is viewable on any internet accessible device.

## EXHIBIT D

### Surveillance Use Policy for StarChase GPS Vehicle Tracking Technology

In accordance with Palo Alto Municipal Code Section PAMC 2.30.680(d), the Surveillance Use Policy for the Police Department's use of StarChase GPS Vehicle Tracking technology is as follows:

1. **Intended Purpose.** The technology is used by the Palo Alto Police Department to remotely affix a GPS tracking device to a wanted vehicle, which is being pursued or is about to be pursued, for the purpose of remotely tracking the vehicle's movements and apprehending it later. This procedure provides officers with a potential alternative to engaging in, or continuing, a vehicle pursuit.
2. **Authorized Uses.** Department personnel may only access and use the StarChase system for official and legitimate law enforcement purposes consistent with this Policy.

The following uses of the StarChase system are specifically prohibited:

- a. Harassment or Intimidation: It is a violation of this Policy to use the system to harass and/or intimidate any individual or group.
- b. Personal Use: It is a violation of this Policy to use the system or data for any personal purpose.
- c. First Amendment Rights. It is a violation of this policy to use the system or associated data for the purpose or known effect of infringing upon First Amendment rights of any person.
- d. Invasion of Privacy: Except when done pursuant to a court order such as a search warrant or pursuant to specific exceptions (explained below), it is a violation of this Policy to utilize the system to record the geographic location of vehicles not exposed to public view (e.g., vehicles on a public road or street, or that are on private property but are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).

Based on the provisions of the California Electronic Communications Privacy Act (CalECPA) - SB 178, a search warrant must be obtained after a tag is affixed to a vehicle, unless specified exceptions apply. Such exceptions include a vehicle where the occupants/operator(s) have no standing (e.g., stolen vehicle, carjacked vehicle, embezzled vehicle), a vehicle driven by a person subject to parole supervision, and a vehicle which must be located immediately to prevent death or serious physical injury. See Cal. Penal Code § 1546 *et seq.*

3. **Information Collected.** The StarChase system captures only the device's geographic location from the time of deployment to the time of retrieval, or until the device's battery has discharged (whichever occurs first).

- 4. Safeguards.** All data will be closely safeguarded and protected by both procedural and technological means. The Palo Alto Police Department will observe the following safeguards regarding access to and use of stored data:
- a. All StarChase data shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
  - b. Persons approved to access StarChase data under this policy are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation.
  - c. Such StarChase data may only be released to other authorized and verified local enforcement officials and agencies for legitimate law enforcement purposes (e.g., assistance in locating and apprehending the vehicle).
  - d. Every StarChase deployment and system inquiry must be documented by either the associated case number or incident number.
- 5. Retention.** The City's vendor, StarChase, will store the data (data hosting) and ensure proper maintenance and security of data stored in their data centers. StarChase will purge the data 30 days after collection, unless it has been identified as evidence in a specific criminal investigation. Additionally, the Palo Alto Police Department will retain relevant data obtained from the system if it has become, or it is reasonable to believe it will become, evidence in a specific criminal investigation or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

Information gathered or collected, and records retained by StarChase will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

- 6. Access by non-City Entities.** The StarChase data may be shared only with other local law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise required by law, and as provided below:
- a. Requests
    - i. A law enforcement agency may make a written request for specific data, including the name of the agency and the intended official law enforcement purpose for access
    - ii. The request shall be reviewed by the Chief of Police or the authorized designee and approved before access is granted
    - iii. The approved request is retained on file
    - iv. Requests for StarChase data by non-law enforcement or non-prosecutorial agencies will be processed by the Department's custodian of records and fulfilled only as required by law.
  - b. The Chief of Police or the authorized designee will consider the California Values Act (Government Code § 7284.2 et seq.), before approving access to StarChase data. The Palo Alto Police Department does not permit the sharing of StarChase

data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement.

7. **Compliance Procedures.** The Investigative Services Captain (or other police administrator as designated by the Police Chief) shall be responsible for ensuring compliance with procedures, including, but not limited to:
- a. Ensuring only properly trained sworn officers, crime analysts, and police staff are allowed access to the StarChase system or StarChase data.
  - b. Ensuring that training requirements are completed for authorized users.
  - c. Ensuring the security of the information collected and compliance with applicable laws.

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**Certificate Of Completion**

Envelope Id: 35E90F0F4C424601A2526444F13FFFA5	Status: Sent
Subject: DocuSign: PO-4524000393 StarChase_Master Agrmnt_FINAL.pdf	
Source Envelope:	
Document Pages: 33	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Mai, Philip
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Philip.Mai@CityofPaloAlto.org
	IP Address: 199.33.32.254

**Record Tracking**

Status: Original	Holder: Mai, Philip	Location: DocuSign
3/21/2024 3:28:12 PM	Philip.Mai@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

**Signer Events**

Matt Shaffer  
 mshaffer@starchase.com  
 Vice President  
 Security Level: Email, Account Authentication (None)

**Signature**

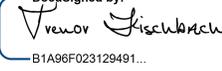
DocuSigned by:  
  
 48416BDAE20479...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 184.185.24.39

**Timestamp**

Sent: 3/21/2024 5:32:26 PM  
 Resent: 3/22/2024 7:04:13 AM  
 Viewed: 3/22/2024 9:57:41 AM  
 Signed: 3/22/2024 10:00:23 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Trevor Fischbach  
 tfischbach@starchase.com  
 President  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 B1A96F023129491...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 100.4.53.150  
 Signed using mobile

Sent: 3/22/2024 10:00:25 AM  
 Viewed: 3/22/2024 10:01:10 AM  
 Signed: 3/22/2024 10:01:44 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Philip Mai  
 Philip.Mai@CityofPaloAlto.org  
 Buyer  
 City of Palo Alto  
 Security Level: Email, Account Authentication (None)

Sent: 3/22/2024 10:01:45 AM  
 Viewed: 3/22/2024 10:02:09 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Ed Shikada  
 Ed.Shikada@CityofPaloAlto.org  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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James Reifschneider

James.Reifschneider@CityofPaloAlto.org

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ruth Carias Aguilar

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Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Priscilla Pineda

Priscilla.Pineda@CityofPaloAlto.org

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Vanessa Mejia

Vanessa.Mejia@CityofPaloAlto.org

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Dave Hartman

dhartman@starchase.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/21/2024 5:32:26 PM
Envelope Updated	Security Checked	3/21/2024 7:11:01 PM
Envelope Updated	Security Checked	3/21/2024 7:11:01 PM
Envelope Updated	Security Checked	3/21/2024 7:11:01 PM
Envelope Updated	Security Checked	3/21/2024 7:11:01 PM
Envelope Updated	Security Checked	3/21/2024 7:11:01 PM

Payment Events	Status	Timestamps
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## Surveillance Use Policy for StarChase GPS Vehicle Tracking Technology

In accordance with Palo Alto Municipal Code Section PAMC 2.30.680(d), the Surveillance Use Policy for the Police Department's use of StarChase GPS Vehicle Tracking technology is as follows:

- 1. Intended Purpose.** The technology is used by the Palo Alto Police Department to remotely affix a GPS tracking device to a wanted vehicle, which is being pursued or is about to be pursued, for the purpose of remotely tracking the vehicle's movements and apprehending it later. This procedure provides officers with a potential alternative to engaging in, or continuing, a vehicle pursuit.
- 2. Authorized Uses.** Department personnel may only access and use the StarChase system for official and legitimate law enforcement purposes consistent with this Policy.

The following uses of the StarChase system are specifically prohibited:

- a. Harassment or Intimidation: It is a violation of this Policy to use the system to harass and/or intimidate any individual or group.
- b. Personal Use: It is a violation of this Policy to use the system or data for any personal purpose.
- c. First Amendment Rights. It is a violation of this policy to use the system or associated data for the purpose or known effect of infringing upon First Amendment rights of any person.
- d. Invasion of Privacy: Except when done pursuant to a court order such as a search warrant or pursuant to specific exceptions (explained below), it is a violation of this Policy to utilize the system to record the geographic location of vehicles not exposed to public view (e.g., vehicles on a public road or street, or that are on private property but are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).

Based on the provisions of the California Electronic Communications Privacy Act (CalECPA) - SB 178, a search warrant must be obtained after a tag is affixed to a vehicle, unless specified exceptions apply. Such exceptions include a vehicle where the occupants/operator(s) have no standing (e.g., stolen vehicle, carjacked vehicle, embezzled vehicle), a vehicle driven by a person subject to parole supervision, and a vehicle which must be located immediately to prevent death or serious physical injury. See Cal. Penal Code § 1546 *et seq.*

- 3. Information Collected.** The StarChase system captures only the device's geographic location from the time of deployment to the time of retrieval, or until the device's battery has discharged (whichever occurs first).

4. **Safeguards.** All data will be closely safeguarded and protected by both procedural and technological means. The Palo Alto Police Department will observe the following safeguards regarding access to and use of stored data:
- a. All StarChase data shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
  - b. Persons approved to access StarChase data under this policy are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation.
  - c. Such StarChase data may only be released to other authorized and verified local enforcement officials and agencies for legitimate law enforcement purposes (e.g., assistance in locating and apprehending the vehicle).
  - d. Every StarChase deployment and system inquiry must be documented by either the associated case number or incident number.
5. **Retention.** The City's vendor, StarChase, will store the data (data hosting) and ensure proper maintenance and security of data stored in their data centers. StarChase will purge the data 30 days after collection, unless it has been identified as evidence in a specific criminal investigation. Additionally, the Palo Alto Police Department will retain relevant data obtained from the system if it has become, or it is reasonable to believe it will become, evidence in a specific criminal investigation or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

Information gathered or collected, and records retained by StarChase will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

6. **Access by non-City Entities.** The StarChase data may be shared only with other local law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise required by law, and as provided below:
- a. Requests
    - i. A law enforcement agency may make a written request for specific data, including the name of the agency and the intended official law enforcement purpose for access
    - ii. The request shall be reviewed by the Chief of Police or the authorized designee and approved before access is granted
    - iii. The approved request is retained on file
    - iv. Requests for StarChase data by non-law enforcement or non-prosecutorial agencies will be processed by the Department's custodian of records and fulfilled only as required by law.
  - b. The Chief of Police or the authorized designee will consider the California Values Act (Government Code § 7284.2 et seq.), before approving access to StarChase

data. The Palo Alto Police Department does not permit the sharing of StarChase data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement.

7. **Compliance Procedures.** The Investigative Services Captain (or other police administrator as designated by the Police Chief) shall be responsible for ensuring compliance with procedures, including, but not limited to:
  - a. Ensuring only properly trained sworn officers, crime analysts, and police staff are allowed access to the StarChase system or StarChase data.
  - b. Ensuring that training requirements are completed for authorized users.
  - c. Ensuring the security of the information collected and compliance with applicable laws.

It is the responsibility of the Investigative Services Captain (or other police administrator as designated by the Police Chief) to ensure that an audit is conducted of StarChase deployment and use at least once during each calendar year. The Department will audit a sampling of the StarChase system utilization from the prior 12-month period to verify proper use in accordance with the above authorized uses. This audit shall take the form of an internal Department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be filed and retained by the Department.