On July 31, 2018, the Davis City Council, in accordance with the Surveillance Technology Ordinance, adopted the following Care Trak System Use Policy (26.07.030 Davis Municipal Code)

**Surveillance Use Policy**

(a) **Purpose:** The specific purpose(s) that the surveillance technology item is intended to advance.
   This technology is specifically intended to assist in determining the physical location of an at-risk individual so that they may be brought to safety.

(b) **Authorized Use:** The uses that are authorized, and the rules and processes required prior to such use.
   Personnel are permitted to use this technology only when a locate request is made by a participant (or their family/care taker). Only trained operators are permitted to use the technology.

(c) **Data Collection:** The information that can be collected by the surveillance technology, including “open source” data.
   None.

(d) **Data Access:** The category of individual who can access or use the collected information, and the rules and processes required prior to access or use of the information.
   Any Davis Police Department employee who is a trained operator may use the technology.

(e) **Data Protection:** The general safeguards that protect information from unauthorized access, including encryption and access control mechanisms. Nothing in this subsection shall be construed to require the disclosure of information that could reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the City.
   The participant list is only accessible by police employees. To access the list in electronic format, employees must use the records management system which is password protected and includes an audit trail for each user. The physical, hard-copy list may only be accessed by the program administrator and is kept in a secure, locked location.
(f) Data Retention: The time period, if any, for which information collected by the surveillance technology will be routinely retained, the reason such retention period is appropriate to further the purpose(s), the process by which the information is regularly deleted after that period lapses, and the specific conditions that must be met to retain information beyond that period.

Information retained as part of this technology includes a participant list, in both hard copy and digital formats. The participant list is updated when/if a participant notifies the police department that they are no longer interested in participating in the program.

(g) Public Access: How collected information can be accessed or used by members of the public, including criminal defendants.
N/A

(h) Third Party Data Sharing: If and how other City or non-City entities can access or use the information, including any required justification or legal standard necessary to do so and any obligations imposed on the recipient of the information.
N/A

(i) Training: The training required for any individual authorized to use the surveillance technology or to access information collected by the surveillance technology.
Prior to obtaining authorization to use this technology, the operator must complete a training program which is currently facilitated by a Davis Police Department employee.

(j) Auditing and Oversight: The mechanisms to ensure that the Surveillance Use Policy is followed, including internal personnel assigned to ensure compliance with the policy, internal record keeping of the use of the technology or access to information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority, and the legally enforceable sanctions for violations of the policy.

The facility administrator is responsible for tracking/auditing all components of the program annually.

The subscriber Agreement is attached. (Attachment 1)

**Attachments**

1. Subscriber Agreement

Darren Pytel
Police Chief
July 31, 2018
DAVIS POLICE DEPARTMENT

Care Trak Agreement

This agreement is made on the ____________ day of 20 __________, by and between the Davis Police Department (hereafter, DPD) and ____________________________
______________________________________________ (hereafter, RESPONSIBLE PARTY)
whose address is ____________________________
City _________________ State ____ Zip_______
for the care of _________________________________________________ (hereafter, CLIENT)
whose address is ____________________________________________________________________________________
City _________________ State ____ Zip_______

Whereas, DPD is voluntarily undertaking a program for search using electronic signaling devices (the Care Trak device) as an aid in searching for lost persons who suffer in one form or another from diminished mental capacity or other disability; and,

Whereas, DPD is under no legal or other duty to provide such a search system to persons suffering from diminished capacity or disability; and,

Whereas, DPD does not act as an agent, representative, or surrogate for any other person, body or legal entity in undertaking the program, and neither obligates nor is able to obligate any other person, body or legal entity by undertaking a program; and,

Whereas, the RESPONSIBLE PARTY named herein is empowered, able and authorized to act in the name of and on the behalf of the CLIENT named above; and,

Whereas, the RESPONSIBLE PARTY desires to participate for the benefit of the CLIENT in the program being undertaken:

Therefore, IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN, the above parties agree as follows:

1. DPD agrees to furnish the CLIENT named above the use and benefit of a tracking system consisting of a transmitter wristband and tracking services appropriate and necessary for the use of such equipment.

2. The RESPONSIBLE PARTY agrees to pay a one-time equipment fee of $_______________ for the purchase of the transmitter wristband and testing device and a maintenance fee of $_______________ per month for a transmitter battery and attaching band.
Purchase will be made directly by the **RESPONSIBLE PARTY** to Care Trak. The cost may increase at the sole discretion of Care Trak.

3. It is the duty of the **RESPONSIBLE PARTY** to immediately notify DPD at: (530) 758-3600, 2600 Fifth St. Davis, CA 95618 in the event the designated **CLIENT** of the tracking bracelet is discovered missing from the **RESPONSIBLE PARTY**'s care. **RESPONSIBLE PARTY** must call if **CLIENT** is not located within five (5) minutes of searching.

4. In the event the transmitter wristband is no longer needed by the **CLIENT**, **RESPONSIBLE PARTY** is to notify DPD immediately so that said bracelet can be removed and the **CLIENT**'s frequency can be re-assigned.

5. If the transmitter wristband is lost or otherwise rendered unusable, the **RESPONSIBLE PARTY** shall immediately notify DPD. Any re-purchase or replacement cost is the sole responsibility of **RESPONSIBLE PARTY**. Replacement parts and equipment can be purchased through Care Trak.

6. It is expressly understood and agreed that the **RESPONSIBLE PARTY** is responsible for the routine maintenance of the equipment provided hereunder. DPD is not responsible in any respect for any technical failure due to manufacturing or material defects of the equipment herein provided. It is expressly understood and agreed that the DPD makes no warranties of any kind with regard to the equipment described herein, the operation or effectiveness of the equipment described herein, the fitness or suitability of the equipment described herein for a particular purpose, or the merchantability of the equipment described herein.

7. It is specifically agreed and understood that the **RESPONSIBLE PARTY** shall retain ownership in said equipment.

8. This agreement may be terminated at the option of either party upon thirty (30) days written notice to the other party.

9. The **RESPONSIBLE PARTY** specifically acknowledges and agrees that the tracking system is **NOT** intended to replace the direct care, monitoring, attention and oversight to be provided by the **RESPONSIBLE PARTY** to the **CLIENT** named above. The **RESPONSIBLE PARTY**, on behalf of the **CLIENT**, accepts the use of the equipment and the services described above with the understanding that the equipment and services are intended to be merely an additional and ancillary (supplementary) tool providing an extra means of locating the **CLIENT** in the event the **CLIENT** is discovered missing. The **RESPONSIBLE PARTY** further agrees to check the operation of the tracking bracelet a minimum of **two times per day at 12 hour intervals** and log the times checked on the **Transmitter Tester Log** for examination by DPD. The **RESPONSIBLE PARTY** also agrees to keep and maintain Transmitter Tester Log readings each day.

10. The **RESPONSIBLE PARTY**, hereby releases DPD from any and all liability arising from early failure of the equipment or any failure of whatever sort, kind, or nature,
regarding the performance and fulfillment of the monitoring, response and tracking services described, or any other ends for which this agreement is made. DPD shall not be held responsible for any failure, delay, default, interruption, stoppage or interference of any other failure of any kind, manner, or nature regarding the performance of the equipment of services under this contract.

The RESPONSIBLE PARTY hereby releases and holds harmless DPD for all action and interaction on its part and indemnifies DPD against all claims, actions, lawsuits, or causes of action brought against DPD whether by RESPONSIBLE PARTY, or on RESPONSIBLE PARTY’S behalf, or by others even if such claim is false or fraudulent, and regardless of who the parties may be.

11. The RESPONSIBLE PARTY understands and agrees that the DPD makes no warranties, guarantees, assurances, or promise of any kind as to the effectiveness or success of the tracking services provided herein or of any search or searches undertaken utilizing the system or other electronic equipment used during the term of this contract or program.

12. The RESPONSIBLE PARTY specifically agrees and promises not to rely upon the equipment or services herein for the safety, security, welfare, finding or retrieval of the CLIENT wearing the transmitter wristband.

The RESPONSIBLE PARTY agrees and understands that the equipment and services provided under this contract may be ineffective and unavailing for the purpose provided. Therefore, the RESPONSIBLE PARTY specifically disclaims any reliance, expectation of success, or dependence upon the equipment or services for the health, safety, welfare, finding, rescue, or retrieval of the CLIENT named above.

By signing below; I, the RESPONSIBLE PARTY, affirm that I have read and understood this contract, including the waiver and release of liability and the non-reliance provisions, and that it is my desire and intention to enter into this agreement. By affixing my signature below, I hereby agree to the terms and provisions of this contract.

_______________________________          ________________________________
RESPONSIBLE PARTY                  DAVIS POLICE DEPARTMENT

_______________________________
Street Address / P.O. Box

_______________________________
City, State, Zip

_______________________________
Street Address / P.O. Box

_______________________________
City, State, Zip