



Staff Report

Meeting Date: February 14, 2022

Prepared By: Miranda Doll

Subject: Resolution 2022-E

Summary: Substitute House Bill 1223 ([“HB1223”](#)) requires any custodial interrogation of an adult for a felony offense, or a juvenile of any offence, to be electronically recorded starting January 1, 2022.

Due to this requirement, The Town Council of Town of Eatonville approved the purchase of body cameras for the Eatonville Police Department on July 26th 2021, according to Resolution 2021-Z.

Why do we need a body worn camera redaction program? Body worn camera recordings are records subject to the Public Records Act. In 2016, the Legislature passed Engrossed House Bill ([“EHB2362”](#)), which established public disclosure and other requirements relating to body worn camera recordings under the Public Records Act (PRA).

The PRA requires state and local government agencies to make all public records available for public inspection and copying upon request unless the records fall within certain statutory exemptions.

If information falls under an exemption, an agency must determine whether the exempt information can be deleted so that the remaining portions of the record may be released. An agency must describe why each withheld record or redacted portion of a record is exempt from disclosure. For the Town to comply with PRA requirements, we must have a program that provides the ability to redact video and audio records, while ensuring CJIS (Criminal Justice Information Systems) requirements are met.

The VERITONE program captures comprehensive reporting of all actions taken against redacted video and audio evidence to support compliance with chain of custody requirements. All actions are downloaded as audit logs in Excel and with the redacted video and/or audio files.

Recommendation: Staff recommends approval of Resolution 2022-E, Veritone License Agreement.

Attachments: Resolution 2022-E, Veritone License Agreement.

RESOLUTION 2022-E

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH
VERITONE FOR POLICE BODY CAMERA REDACTION SOFTWARE**

WHEREAS, the Eatonville Town Council approved Resolution 2021-Z on July 26, 2021 for bodycams for the Eatonville Police Department; and

WHEREAS, the Eatonville Police Department does not currently have the ability to apply redaction to bodycam footage; and

WHEREAS, the Town of Eatonville needs redaction software to be compliant with public records requests and evidentiary requirements in cooperation with Bonney Lake Court, the Town's contracted court system; and

WHEREAS, the license agreement, attached hereto as Exhibit A, outlines the terms and conditions of the Services included with the License; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute the license agreement with Veritone for bodycam redaction software, attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 14th day of February 2022.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) by and between Veritone, Inc. (for itself and/or its subsidiaries), having a principal office located at 575 Anton Boulevard, Suite 100, Costa Mesa, CA 92626 (“Veritone”) and the entity listed under Licensee Information below (“Licensee”), with respect to license(s) to Veritone’s aiWARE Platform and related Services.

LICENSEE INFORMATION				
Agency Name:	Eatonville Police Department		Billing Contact Information	
Agency Address:	201 Center St. W/PO Box 309, Eatonville WA 98328		Contact Name:	
Contact Name:	Kendra Morrison		Contact Phone:	
Phone:	360-832-6111		Contact Email:	
Email:	kmorrison@epdeatonville.org		Email for Invoices:	
LICENSE AND SERVICES DETAILS				
Term:	Start Date:	February 15, 2022	End Date:	February 14, 2023
No. of Users:	Unlimited Users		License Fee:	2,400
Services:	<div><div>-</div>Veritone aiWARE™ Platform Access<div>-</div>Veritone Redact Application<div>-</div>Cognitive Processing (detailed below)<div>-</div>Standard webinar training and onboarding; standard technical support via email</div>			
Cognitive Processing:	License includes cognitive processing of up to 24 hours of media uploaded by Licensee through the Redact Application during the Term. Additional processing over 24 hours will be charged at a rate of \$100.00 per hour of media uploaded to the Redact Application (“Additional Processing Fees”).			
TERMS AND CONDITIONS				

- Master License Terms and Conditions.** This Agreement is governed by the Veritone Master License Terms and Conditions (GLC) at <https://unlock.veritone.com/license-terms-glc> (the “Terms and Conditions”), which are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions contained in the Terms and Conditions, the provisions of this Agreement shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms and Conditions.
- Redact Application and Cognitive Processing.** During the Term, Veritone will provide Licensee with access to the Redact Application and the cognitive processing specified above. Cognitive processing will be via an automated process within the Platform. Licensee will be responsible for uploading media in a format reasonably required by Veritone in order to ingest and process the media through the Redact Application. Licensee represents and warrants that it has the right to furnish to Veritone and to use such media in connection with Licensee’s use of the Platform and Services.
- Limitations.** Licensee acknowledges that the Redact Application is intended to be used by Licensee only as a tool to support review and redaction of audio files and/or video footage, and the Redact Application and the results generated therefrom should not be considered or relied upon as a substitute for Licensee’s customary review and redaction procedures. Licensee acknowledges that there are inherent limitations in artificial intelligence technologies, and Veritone makes no representations or warranties as to the accuracy, quality, sufficiency or usefulness of the results generated by the Redact Application. Licensee is solely responsible for verifying all results generated by the Redact Application as part of its customary review and redaction procedures.
- Users.** Veritone will establish user accounts for up to the number of users specified in the table above. Licensee will be permitted to designate personnel of Licensee and/or Licensee’s authorized third party service providers, including the City of Bonney Lake, as authorized users hereunder. Licensee shall ensure that all such users understand and agree in writing to comply with the terms and conditions of this Agreement and shall be responsible for any breach of this Agreement by such users.
- Payment Terms.** The License Fee will be invoiced upon execution of this Agreement and will be due and payable upon receipt of invoice. Thereafter, subject to credit approval, Veritone will submit invoices on a monthly basis for the Additional Processing Fees incurred during the previous month (if any), and such invoices will be due and payable by the first day of the month following the invoice date. Notwithstanding the foregoing, if the total Additional Processing Fees incurred during a calendar month are less than \$50.00, Veritone may, in its sole discretion, delay invoicing of such Additional Processing Fees until the total Additional Processing Fees incurred but not yet invoiced exceed \$50.00. All amounts are payable in U.S. dollars.

6. **Authority.** The person executing this Agreement on behalf of each party represents and warrants that he or she has full authority to execute the same on behalf of such party, and that no other actions or approvals are required for such party to enter into this Agreement and perform its obligations hereunder.

ACCEPTED AND AGREED BY:	
VERITONE, INC.	LICENSEE
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: