



Pima County Sheriff's Department

Chris Nanos, Sheriff

MEMORANDUM

TO: Honorable Chair Rex Scott
and Members of the Pima County
Board of Supervisors

FROM: Chris Nanos
Sheriff of Pima County

RE: *Board of Supervisors Axon Contract
Amendment Inquiry Responses*

DATE: December 31, 2025

This memorandum responds to questions raised during the Pima County Board of Supervisors meeting on December 16, 2025, regarding Agenda Item 29, Amendment No. 01 of Supplier Contract SC2400001268 with Axon Enterprise, Inc.

The Pima County Sheriff's Department (PCSD), Pima County Information Technology Department / Data Governance Council (Pima County ITD), Legal, and Procurement teams (Pima County teams) have reviewed Amendment No. 01 and supporting security / technical materials. Their review confirmed that the contract already addresses the Board's principal concerns surrounding data ownership, cloud residency/tenancy, encryption, administrative controls, AI governance, and Taser-Transformed Data handling. The following information articulates how each concern was anticipated and contractually addressed with the vendor.

As you know in 2024, Pima County transitioned to the new financial system – *Workday* and all active contracts received new contract numerations. Master Agreement MA-PO-22-22 with Vendor Axon Enterprise, Inc., was approved by the Board on September 21, 2021; however, was renumbered as Supplier Contract SC2400001268. All the terms and conditions of the contract remain in place and only the number changed and is the contract under consideration for amendment.

Several of the questions raised during the December 16, 2025, Board of Supervisors meeting pertain to data ownership and confirm that, under the existing agreement, ownership of all data remains with Pima County. These same data ownership provisions also apply to the Pima County Attorney's Office (PCAO), which executed a similar agreement in 2021.

Each question and its corresponding answer are presented below for clarity and ease of reference and summarize what the original contract and/or Amendment in the Axon technical documentation already require and what our Pima County teams have validated.

Question 1 from Supervisor Cano: What data does Taser collect, who owns it, where is it hosted, and can the Taser Data Science Program data be shared?

Answer: Taser Data Science Program is a data product for law enforcement agencies designed to improve outcomes for their Taser programs while enabling Axon to understand how Taser devices are used in the field – without identifying the subject, officer, or agency.

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The Taser Data Science Program ingests a select set of non-identifying fields (contract term = Provided Data), produces de-identified aggregated outputs (Transformed Data), and the Amendment already sets the rules: Pima County owns Provided Data, Axon owns Transformed Data for the Taser Data Science Program; all Taser Data Science Program processing and storage occur in Microsoft Azure Government (Azure Gov) under Criminal Justice Information Service controls (CJIS); Taser Data Science Program access is role-limited and audited; sharing identifying/raw evidence requires Pima County authorization or lawful process. Pima County ITD / Sheriff / Procurement / Legal have reviewed and confirmed these protections.

Supporting facts and technical clarity (terms defined inline):

- Provided Data / Transformed Data (contract terms): The Amendment defines these terms and assigns ownership (County = Provided Data; Axon = Transformed Data for the Taser program). The Taser Data Science Program language is explicit.
- What Taser Data Science Program collects and de-identifies: Taser Data Science Program ETL operates on the selected fields required for Taser analytics only — no Personally Identifiable Information (PII) about subjects or officers is collected for the Taser Data Science Program pipeline. Taser Data Science Program scrambles device identifiers (so serials are non-identifying) and rounds dates (e.g., to the nearest week) to reduce re-identification risk. These controls are part of the Amendment / Taser Data Science Program product design.
- Hosting & compliance: Taser Data Science Program and Axon Evidence are hosted in Azure Government (Azure Gov), and the Evidence/ Taser Data Science Program environment is documented as CJIS-aligned. Pima County ITD validated Azure Gov tenancy and CJIS alignment for the Pima County tenancy.
- Access & audit: Transformed Data is analyzed in Axon's restricted data-science workspace; access is Role-Based Access Control (RBAC), limited to the Taser Data Science team, and audited regularly (quarterly). Audit trails capture all accesses and sharing events.
- Operational choice: Taser Data Science Program is optional — Pima County may opt out if it chooses; the Amendment also provides a path to request deletion of Provided Data (privacy@axon.com) where feasible.

a. **Definitions:**

- i. **"Provided Data"** means de-identified, de-personalized, data derived from County's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- ii. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

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b. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If County purchases the TASER Data Science Program, County grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. County shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to County an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to County for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**

In the event County seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from County.

Summary: Taser Data Science Program gives benchmarking value without identifying officers or subjects; Pima County retains the raw evidence and its control; Axon receives optional, limited, de-identified analytics outputs under the narrow Taser program license. Pima County has validated how Taser Data Science Program is implemented and audited.

Question 2 from Supervisor Cano: Precisely where is Pima County's data stored?

Answer: All Pima County data is stored in Axon Cloud tenants in Azure Gov with per-tenant isolation (one tenant + storage account per customer), AES-256 at-rest encryption, TLS 1.2 + RSA-2048 + Perfect Forward Secrecy (PFS) in transit, and multi-site active/active replication for availability. Data is saved on Azure storage and database services (e.g., Azure Storage, Azure SQL, Cosmos DB) and protected using encryption at rest and in transit, role-based access controls, logging/auditing, and network security controls. Microsoft operates and safeguards the underlying cloud infrastructure, while the agency (and its authorized service providers) controls data classification, access permissions, retention, and sharing in accordance with applicable laws, CJIS requirements, and agency policy. Pima County ITD reviewed and validated the tenancy and encryption configuration.

Supporting facts and technical clarity (terms defined inline):

- Azure Gov: Microsoft's U.S. government cloud region for sensitive workloads (CJIS compatibility). Axon Evidence/TREND operates in Azure Gov to maintain the required gov-cloud posture. Pima County ITD validated residency.
- Tenant isolation: Axon provisions a dedicated tenant and storage account per agency (tenant = logical container). This logical separation prevents other customers from sharing Pima storage. Pima County ITD verified the architecture.
- Encryption & integrity: AES-256 (FIPS-validated where required) at rest; TLS 1.2 + RSA-2048 + PFS in transit; SHA-2 hashing for file integrity and chain-of-custody verification — these controls are documented in Axon's security materials.

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- Authentication and access controls: Evidence supports SSO (SAML 2.0 / Azure AD), RBAC (granular roles), and default MFA (Multi-Factor Authentication); admin/emergency access requires step-up MFA and is fully logged. Pima County ITD reviewed these features.
- Availability and Disaster Recovery (DR): Active/active multi-site replication, synchronous writes for low recovery point objective (RPO), backups and cryptographic verification after failover (documented in Axon materials). Pima County ITD validated the DR posture.

Summary: Pima County's data remains in a U.S.gov-grade cloud, logically isolated for Pima County, encrypted end-to-end, and protected with enterprise identity and DR controls that Pima County owns and Pima County ITD accepted.

Question 3 from Supervisor Allen: If a federal agency asks AXON for Pima County video, what happens?

Answer: Axon cannot voluntarily turn over Pima County data because Pima County is the Data Controller and Axon is the Data Processor; Axon must comply with lawful legal process (subpoena/warrant) if served. The Amendment documents this legal-process exception and mandates the operational safeguards (restricted administrative access and audit logs). Pima County ITD, Legal, and the Sheriff reviewed and accepted this approach.

Supporting facts and technical clarity (terms defined inline):

- Controller / Processor: The Amendment designates Pima County as the Data Controller and Axon as Data Processor; that legal model frames data ownership and processing obligations.
- Lawful process: The Agreement expressly allows Axon to comply with lawful legal process when compelled; this is standard cloud provider practice and was reviewed by Pima County Legal Advisor.
- Operational protections: Axon staff do not have routine evidence access; emergency/administrative access is tightly controlled under multi-factor authentication, with all activity logged into tamper-resistant audit trails accessible to Pima County administrators. Pima County ITD validated these controls.
- The statement below highlights what was agreed upon between Pima County and Axon in 2021. This language in statement A is Axon language agreed to by Pima County and statement B is Pima County language agreed to by Axon.

5.2. Data Management.

5.2.1. *Access, Use, & Legal Compulsion.* Unless it receives County's prior written consent including pursuant to the Axon documents (Attachments 1-3), Contractor: (i) will not access, process, or otherwise use Project Data other than as necessary to perform as required in this Agreement; (ii) will not give any of its employees access to Project Data except to the extent that such individual needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a reasonable written agreement with

Exhibit A

Contractor protecting such data, with terms reasonably consistent with those of this Section 5.1 (*Data Management*) and of Section 5.2(*Data Security*) below; and (iii) will not give any third party access to Project Data, includingwithout limitation Contractor's other customers, except subcontractors subject to Subsection 5.2.4 below. Notwithstanding the foregoing, Contractor may disclose Project Data as required by applicable law or by proper legal or governmental authority. Contractorwill give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.

5.2.2. *County's Rights.* County possesses and retains all right, title, and interest in and to Project Data, and Contractor's use and possession thereof is solely on County's behalf. County may access and copy any Project Data in Contractor's possession at any time, and Contractor will reasonably facilitate such access and copying promptly after County'srequest. The parties recognize and agree that Contractor is a bailee for hire with respect to Project Data.

Summary: Axon will not release Pima County data to other agencies without a legally binding court order; the contract and technical controls minimize unauthorized disclosures and Pima County teams validated those protections. Also, Axon will promptly notify us of any such demand and will cooperate with us to seek any needed protective order as noted above in 5.2.1.

Question 4 from Supervisor Allen: Does Pima County truly own all data or does AXON have ownership rights?

Answer: Pima County owns all Customer Content and Provided Data. The Amendment contains one narrow, explicit exception: Axon owns Transformed Data created under the Taser Data Science Program. Pima County teams (Pima County ITD, Sheriff, Procurement, and Legal) reviewed and confirmed these ownership allocations in the Amendment. Again, the Transformed Data applies to Taser transformed data only.

The statement below is exact language from Pima County and Axons original agreement from 2021 and would remain legally binding and compliant with this contract extension.

- 1 **Definitions.**
"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.
- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Upon request by Axon unless in the event of an emergency, Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

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Supporting facts and technical clarity:

- The language explicitly assigns ownership of raw evidence to Pima County; the *Taser Transformed Data* *carve-out* is the only ownership exception.

Question 5 from Supervisor Allen: Because AXON serves federal clients, does that expose Pima County data?

Answer: No, it does not expose Pima County's data. Axon's per-tenant logical separation in Azure Gov, role separation, step-up MFA and audited administrative activity prevent cross-tenant data access. These isolation and administrative controls are required by the Amendment and were validated by Pima County ITD. Axon uses a dedicated tenant + storage account model; administrative role separation, WAF/IDS, and audit logs guard against cross-tenant access; Pima County ITD accepted this technology architecture.

Summary: While both federal agencies and state/local agencies are hosted by the same provider (Azure Government Cloud), they are built as independent solutions from storage up through the application layers. Additionally, Azure Government's service model relies on strong separation at hardware level to enforce separation between all subscriptions, whether Axon-owned or otherwise. This is basis of all offerings built on any hosting platform offered by Azure, AWS, Oracle, etc. There is no default connectivity between a state and local agency with any federal agency. Any sharing capabilities would need to be enabled by the agency administrators (Pima County employees or contractors) to facilitate a sharing connection.

Question 6 from Supervisor Allen: Do AXON body-worn cameras have chips made in China?

Answer: Axon cameras are all assembled in the United States. The printed circuit board assembly (PCBA) for Axon Body 4 is manufactured in Taiwan with assembly in China. Once plastics and PCBA are assembled, the Axon Body 4 units are shipped to the United States where transformative firmware is loaded onto the Axon Body 4 camera before final testing, resulting in a completed camera. Axon has concluded the Axon Body 4 is compliant with the Trade Agreements Act (TAA), primarily because of the critical design, production, and assembly steps completed in the United States.

Summary: Pima County has utilized Axon body worn cameras since 2021 with a focused effort on ensuring all products are compliant.

Question 7 from Supervisor Allen: How does this Amendment address AI ethics and governance concerns?

Answer: The AI Appendix already requires a responsible-innovation framework, engagement with an Ethics & Equity Advisory Council (EEAC), bias-mitigation and testing, Model Drift monitoring, and human review of AI outputs. Pima County ITD, Legal, and the Sheriff reviewed and accepted these terms. This AI Ethics Board was created to weigh in on AI, but ultimately was missing a community voice, leading Axon to establish the Ethics & Equity Advisory Council (EEAC). Established in 2022, Axon's Ethics and Equity Advisory Council (EEAC) is an independent body of United States and United Kingdom based

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community leaders, restorative justice advocates, and academics whose expertise is leveraged to enable Axon to responsibly develop and deploy new technologies. The EEAC shares its insights via the product equity evaluation process on a limited number of early-stage products per year, and not Axon's complete product line. The EEAC advises Axon on internal and external issues through a racial equity and ethics lens, centering the needs and perspectives of communities in the creation of future products.

- Axon publicly described an early-stage concept (a remotely operated, non-lethal Taser-equipped drone) intended to stimulate public discussion and research into options to prevent mass violence. After public feedback, Axon paused that early-stage research and said it would further engage constituencies and ethics advisors. Pima County is not purchasing any Taser drone capability through this Amendment or Quote Q-709007.
- All Axon products that are to be used, tested, or researched are approved by the Sheriff prior to any action being taken.

Question 8 from Supervisor Allen: Has Pima County ITD/Data Governance Council reviewed and accepted the Amendment?

Answer: Yes, the Amendment has been reviewed by both Pima County ITD and the Data Governance Council. The Data Governance Council met on December 22, 2025 and confirmed that all concerns have been explicitly addressed within the contract. Pima County ITD, Sheriff, Legal and Procurement have all reviewed the Amendment and Axon's SOC2/security questionnaire and technical documentation and have no outstanding security objections. Additionally, Pima County ITD has reviewed multiple agreements between Axon and Pima County over the past 5 years. This Amendment contains CJIS / SOC2 / NIST / ISO commitments that Pima County ITD expects; final verification requires delivery of Axon's current SOC2 Type II report and the most recent penetration-test report under NDA.

Question 9 from Supervisor Allen: Beyond existing protections, what additional measures can Pima County request?

Answer: Axon already provides tenant isolation, AES-256 at rest, TLS+PFS in transit, RBAC/SSO/MFA, tamper-resistant audit trails, WAF/IDS and active/active replication. These are in the Amendment's technical materials and validated by Pima County ITD.

Question 10 from Supervisor's Scott, Heinz and Christy: The initial cost referenced was \$112 million dollars, how did we get to \$45 million? Why did the price decrease and what is the annual impact?

Answer: The price fell because PCSD reduced the scope (removed options and other add-ons) and Axon negotiated discounts; \$45M is the net new dollars added ($\approx \$4.5M/\text{year}$ if amortized over 10 years). Pima County Finance and Procurement Departments reviewed the Q-709007 quote and the Amendment and are prepared to brief the Board of Supervisors on year-by-year impacts.

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Question 11 from Supervisor Heinz: Is this sole source, and were alternatives evaluated?

Answer: Yes, the Amendment amends the previously approved Sole Source Procurement Agreement in 2021. Pima County Procurement reviewed and retained the sole-source justification (interoperability of evidence systems, continuity, and migration costs) in the procurement record. Axon is used locally by our regional law enforcement partners. Maintaining this collaboration, consistency and compatibility is paramount for our regional law enforcement partnerships and approach.

Question 12 from Supervisor Allen: Does the Amendment sufficiently protect civil liberties given AI risks?

Answer: Yes, it does. The AI Appendix already requires EEAC oversight, bias mitigation/testing, Model Drift monitoring, transparency and prohibits training on Customer Content by default; it also requires County review of AI outputs. Pima County ITD, Legal, and the Sheriff reviewed these terms and concluded they meet Pima County civil-liberties expectations when paired with Pima County operational policy (human-in-the-loop, audits, public transparency).

Question 13 from Supervisor Allen: Would Pima County be safer (security and civil liberties) by not enabling Axon's AI features?

Answer: Removing AI removes AI-specific efficiency gains (redaction, transcription, summaries). The Amendment's AI safeguards (no default training, EEAC, human review), together with Pima County policy (phased pilot + human in the loop), addresses civil-liberties risks.

Reference: *Pima CSO (AZ) – Amendment 1 102925_v101.docx* and its appended AI Technology Appendix, Axon Cloud Services Terms of Use Appendix, TASER Device Appendix, Dedrone Product Appendix, and Quote Q-709007-45959MS.

CN/dto:cgv

c: Ms. Jan Lesher, Pima County Administrator
Ms. Melissa Manriquez, Pima County Clerk of the Board