PURCHASE AND SERVICE AGREEMENT FOR SOFTWARE AND IMPLEMENTATION SERVICES

This Purchase and Service Agreement for Software and Implementation Services Agreement") is made and entered into as of _____ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and Beacon Software Solution, Inc., a Florida corporation ("Provider").

RECITALS

WHEREAS, the City requires jail management software ("Products") and implementation for configuration, set up and training ("Services") for the Community Correctional Center ("Project"), as more particularly described on Services Provider's Quote Number 406 ("Quote"), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, the Provider's End User License Agreement is also incorporated by reference and attached hereto as **Exhibit B.**

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell and deliver the Products and provide the Services upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

SECTION ONE
RESPONSIBILITY OF PROVIDER

1.1.   The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products and Services to the City at the prices and quantities set forth in the Provider's Quote, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2.   The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3.   If the Provider is shipping any of the Products to City prior to performing the Services, the Provider shall ship the Products to a shipping address specified by the City ("Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

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1.4.   The Provider shall perform the Services in accordance with Exhibit A, and the terms, conditions, and covenants of this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature scope and payment for the Services as modified by the amendment.

1.5.   The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6.   The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7.   The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8.   The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

1.9.   Neither party shall be liable for lost or damaged data. The City will set up full and periodic transactional database backups on the City-owned Provider JMS server to another location in accordance with City IT department data backup policies.

SECTION TWO
PAYMENT AND TERM

2.1.   The term of this Agreement shall commence on the Effective Date and continue for five (5) years ("Term"). The City shall pay the Provider for delivering and installing the Products an amount not to exceed Two Hundred Fifty-Four Thousand, Three Hundred Thirty-One Dollars and 00/100 ($254,331.00).

2.2.   The prices will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3.   Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION THREE
REPRESENTATIONS AND WARRANTIES

3.1.   Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1.   Provider is a duly formed and validly existing Florida corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2.   The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3.   Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4.   The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5.   The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.6.   All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

3.2.   The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR
INSURANCE

4.1.   Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1.   Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated

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hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

4.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000.00 per accident for bodily injury and property damage.

4.1.4. Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. 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.

4.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

4.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

4.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

4.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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4.5.   Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION FIVE
INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION SIX
INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN
CONFIDENTIAILITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1.   Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

7.2.   Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information,

personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Triple I/Wants and Warrants check.

SECTION EIGHT
TERMINATION

The City, through its City Manager or her designee, may terminate this Agreement at any time for convenience, upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION NINE
NOTICES

9.1.   All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by email, personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas
	Attention: Belia Guzman
	2250 Las Vegas Blvd., North, Suite 820
	North Las Vegas, NV 89030
	Phone: 702-633-1464
To Provider:	Beacon Software Solutions, Inc.
	Attention: Ken Horne
	1515 E. Silver Springs Blvd, Suite 114
	Ocala, FL. 34470
	Phone: 325-615-5285
	Email: khorne@beaconss.com

9.2.   The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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SECTION TEN
SAFETY

10.1.   Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2.   Safety Equipment. Provider will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION ELEVEN
MISCELLANEOUS

11.1.   Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related top this Agreement or actions to enforce or interpret the terms of this Agreement.

11.2.   Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

11.3.   Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.4.   Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5.   Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

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11.6. <u>Attorneys' Fees</u>. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.

11.9. <u>Shipping</u>. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. <u>Inspection</u>. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. <u>Further Assurances</u>. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. <u>Effect of Agreement Termination</u>. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations, and matters that by their terms survive the termination hereof.

11.13. <u>Fiscal Funding Out.</u> The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

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11.14. <u>Public Record</u>. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. <u>Electronic Signatures</u>. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16 <u>Federal Funding</u>. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
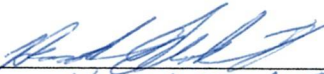
11.17. <u>Boycott of Israel</u>. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Beacon Software Solution, Inc.,
a Florida corporation,

By: _____
    Pamela A. Goynes-Brown, Mayor

By: _____
Name: _Harold Floyd II_
Title: _CEO_

Attest:

By: _____
    Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
    Andy Moore, Acting City Attorney

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EXHIBIT A

Quote

Please see attached page(s)

	Beacon Software Solutions, Inc.	
	1515 E. Silver Springs Blvd Suite 114 Ocala, FL. 34470 Phone: (352) 368-6735 www.beaconss.com	**Quote #: 406**

North Las Vegas Community Correctional Center 2332 Las Vegas Blvd N North Las Vegas, NV 89030	Phone: (702) 633-1400 Fax: Email: henryc@cityofnorthlasvegas.com	Date: 6/18/2024 Rep.: Ken Horne

Qty	Item(s)	Price	Discount Price	Total
250	JMS Site License (250 ADP)	$500.00	$400.00	$100,000.00
1	JMS Server Software Configuration	$20,000.00	$15,000.00	$15,000.00
1	JMS 1st Year Maintenance and Support	$.00	$.00	$.00
1	JMS Data Conversion	$15,000.00	$7,500.00	$7,500.00
1	JMS Installation of Server and Clients	$12,000.00	$.00	$.00
14	JMS On Site Training/Implementation (Min. 14 Days On Site)	$750.00	$300.00	$4,200.00
1	JMS Training System	$.00	$.00	$.00
1	JMS Mugshot camera IP Based PTZ	$3,200.00	$2,600.00	$2,600.00
1	Project Management (Duration of contract)	$5,995.00	$5,995.00	$5,995.00
0	Off Site Disaster Recovery Data Storage (Duration of Contract)	$625.00	$.00	$.00
1	Current Securus Phone Interface	$1,500.00	$750.00	$750.00
1	Current Keefe Commissary Interface	$1,500.00	$.00	$.00
1	Current VINE Interface	$1,500.00	$750.00	$750.00
1	Current Livescan Interface	$1,500.00	$750.00	$750.00
1	Current Court Interface	$2,500.00	$1,500.00	$1,500.00
1	New Court Interface	$2,500.00	$1,500.00	$1,500.00
1	Naphcare Medical Interface	$1,500.00	$750.00	$750.00
	Year 2 Annual Maintenance	$28,259.00		
	Year 3 Annual Maintenance	$28,259.00		
	Year 4 Annual Maintenance	$28,259.00		
	Year 5 Annual Maintenance	$28,259.00		

Sub Total	$141,295.00
Annual Maintenance Year 2	$28,259.00
Annual Maintenance Year 3	$28,259.00
TOTAL	$197,813.00

Comments:

Quote is valid for 60 days from the date listed above

We look forward to working with you.

Beacon Software Solutions, Inc.

PRICING - Milestone Payment Matrix	Page 1 of 2

Agency: North Las Vegas Community Correctional Center

Contract Number: NV06192024

Address: 2332 Las Vegas Blvd N, North Las Vegas, NV 89030

Pricing Creation Date: June 19, 2024

Contact: CPT Christopher Tate

Pricing Due Date: June 19, 2024

Telephone: (706) 633-1400

Prepared By: Ken A. Horne

Phase	Task	Description	Milestone	Schedule	Payment	Acceptance
Payment Milestone 1 - Contract Execution						
1		Contract Execution Authorization to Begin Project	Contract Exec.		**$21,194.25**	15%
1		Payment for hardware (if customer elects Beacon to purchase)	Contract Exec.		**$0.00**	
Payment Milestone 2 - JMS Installation						
2	Task 1	Install/Configure Microsoft SQL Database Schema	2	Within 30 days of Milestone 1		
2	Task 2	Deliver Beacon JMS Application Software	2	Within 30 days of Milestone 1		
2	Task 3	Install JMS Training on Server	2	Within 30 days of Milestone 1		
2	Task 4	Install JMS Training on Specified Training PCs	2	Within 30 days of Milestone 1		
2	Task 5	Install and Validate Standard Interfaces	2	Within 30 days of Milestone 1		
				Total Milestone 2	**$28,259.00**	20%
Payment Milestone 3 - Gap Analysis						
3	Task 6	JMS Configuration Workshop	3	Within 30 days of Milestone 2		
3	Task 7	Conduct Gap Analysis	3	Within 30 days of Milestone 2		
3	Task 8	Determine Go-live Gap Features	3	Within 30 days of Milestone 2		
3	Task 9	Determine Post Go-Live Gap Features	3	Within 30 days of Milestone 2		
3	Task 10	Determine Post Go-live Gap Features Timeline	3	Within 30 days of Milestone 2		
				Total Milestone 3	**$14,129.50**	10%
Payment Milestone 4 - Data Conversion						
4	Task 11	Build Data Conversion	4	Within 30 days of Milestone 3		
4	Task 12	Produce Data Conversion Numbers	4	Within 30 days of Milestone 3		
4	Task 13	Move Converted Data Into JMS Training	4	Within 30 days of Milestone 3		
4	Task 14	Review Converted Data with Customer	4	Within 30 days of Milestone 3		
4	Task 15	Update Data Conversion Based on First Review	4	Within 30 days of Milestone 3		
4	Task 16	Review Converted Data with Customer	4	Within 30 days of Milestone 3		
				Total Milestone 4	**$21,194.25**	15%

Agency: North Las Vegas Community Correctional Center

Address: 2332 Las Vegas Blvd N, North Las Vegas, NV 89030

Contact: CPT Christopher Tate

Telephone: (706) 633-1400

Contract Number: NV06192024

Pricing Creation Date: June 19, 2024

Pricing Due Date: June 19, 2024

Prepared By: Ken A. Horne

Phase	Task	Description	Milestone	Schedule	Payment	Acceptance
Payment Milestone 5 - Training						
5	Task 17	Conduct Administrator Training	5	Within 20 days of Milestone 4		
5	Task 18	Conduct Train-The-Trainer Training	5	Within 20 days of Milestone 4		
5	Task 19	Conduct Supervisor Training	5	Within 20 days of Milestone 4		
5	Task 20	Conduct User Training	5	Within 20 days of Milestone 4		
5	Task 21	Conduct IT Training	5	Within 20 days of Milestone 4		
5	Task 22	Conduct Overview Training (if requested)	5	Within 20 days of Milestone 4		
				Total Milestone 5	$35,323.75	25%
Payment Milestone 6 - JMS Go-Live						
6	Task 23	Go-Live with Beacon JMS	6	Within 5 days of Milestone 5		
6	Task 24	Turn on Interfaces to Production	6	Within 5 days of Milestone 5		
6	Task 25	Conduct On Station Training (handholding)	6	Within 5 days of Milestone 5		
				Total Milestone 6	$14,129.50	10%
Payment Milestone 7 - JMS Final Acceptance						
7	Task 26	Review Post Go-Live Gap Features	7	Within 20 days of Milestone 6		
7	Task 27	Implement Post Go-Live Gap Features	7	Within 20 days of Milestone 6		
7	Task 28	Review Interface Status	7	Within 20 days of Milestone 6		
				Total Milestone 7	$7,064.75	5%
				Project Total	**$141,295.00**	**100%**

Quote is valid for 90 days from June 19, 2024

Annual Maintenance Cost (20%)		**Annual Maint**	**$28,259.00**	

EXHIBIT B

End User License Agreement

Please see attached page(s)

END USER LICENSE AGREEMENT
(EXHIBIT B)

PLEASE READ THE FOLLOWING LICENSE AGREEMENT. IT WILL BE NECESSARY FOR YOU TO AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BEFORE BEING PERMITTED TO CONTINUE TO USE THE PRODUCT. THE PROCEDURE FOR ACCEPTING OR REJECTING THE LICENSE AGREEMENT IS SET OUT AFTER THE LICENSE AGREEMENT.

LICENSE AGREEMENT FOR THE SOFTWARE COMPANY SOFTWARE:

VERY IMPORTANT-CAREFULLY READ: This Beacon Software Solutions, Inc. End User License Agreement (hereinafter "LICENSE") is a legal agreement between you (either an individual or a single entity) and Beacon Software Solutions, Inc., for the use of SOFTWARE, 'Jail Management System', or products identified in the Terms of Sale between Beacon Software Solutions, Inc. and you, which includes computer software and associated media and printed materials, and may include "on-line" or electronic documentation ("SOFTWARE"). By using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, promptly cease use and notify Beacon Software Solutions, Inc.

SOFTWARE LICENSE
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CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY) 07/19/2024

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PRODUCER		CONTACT NAME: Certificates Department		
Single Source Insurance		PHONE (A/C, No, Ext): (727) 298-0302		FAX (A/C, No): (727) 298-0029
1345 S Missouri Ave		E-MAIL ADDRESS: Certificates@singlesourceins.com		
		INSURER(S) AFFORDING COVERAGE		**NAIC #**
Clearwater FL 33756		INSURER A : LLOYDS OF LONDON		A1122
INSURED		INSURER B : The Travelers Indemnity Company of America		25666
Beacon Software Solutions Inc		INSURER C :		
1515 E. Silver Springs Blvd.		INSURER D :		
Unit 114		INSURER E :		
Ocala FL 34470		INSURER F :		

COVERAGES   CERTIFICATE NUMBER: CL2431823491   REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	ESL0339628240	03/18/2024	03/18/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ESL0339628240	03/18/2024	03/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB6K086456	05/22/2023	05/22/2024	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured with regards to General Liability. Primary & Non-Contributory Wording included. Certificate Holder listed in favor of Waiver of Subrogation with regards to General Liability. 30 day written notice in the event of cancellation.

CERTIFICATE HOLDER	CANCELLATION
North Las Vegas Community Correctional Center 2332 Las Vegas Blvd N North Las Vegas NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** *Brooke Reidy*

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ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY
Single Source Insurance

NAMED INSURED
Beacon Software Solutions Inc

POLICY NUMBER

CARRIER

NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25   **FORM TITLE:** Certificate of Liability Insurance: Notes

A Coverages Cont:
Professional Liability Aggregate $2,000,000 // Products and Services Liability $1,000,000 // Breach of Contract $1,000,000 // Cyber Incident Response
Aggregate $2,000,000 // Cyber Crime Aggregate $1,000,000

ACORD 101 (2008/01)

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