

## **FIRST AMENDMENT TO AGREEMENT FOR BODY WORN CAMERA SYSTEMS**

This First Amendment to Agreement for Body Worn Camera Systems (“First Amendment”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (hereinafter referred to as “City”), and Utility Associates, Inc., a Delaware corporation (hereinafter referred to as “Provider”); collectively, City and Provider may be referred to as the (“Parties”).

### **RECITALS**

WHEREAS, on February 20, 2019, the City of North Las Vegas and Utility Associates, Inc. entered into a Service Agreement for the provision of a Police Body Worn Camera System to support and aid the City Police Department (“Original Agreement”), attached hereto as Exhibit A.

WHEREAS, the City wishes to exercise its renewal option to renew the Original Agreement. This renewal option will authorize the performance of the Agreement from February 20, 2024 to February 19, 2029 (“Renewal Term”);

WHEREAS, the Parties, based upon the City’s exercise of the renewal option, wish to amend the Original Agreement to include the additional body worn cameras, rockets, high-speed data access points, controllers, warranties, and technical support which are to be provided in the annual amount of Three Hundred Thousand, Six Hundred Eighty-Two Dollars and 00/100 (\$321,682.00), as detailed in the quote attached hereto as Exhibit B;

WHEREAS, the Parties, based upon the City’s exercise of the renewal option, wish to increase the not to exceed amount of this Agreement by One Million, Six Hundred Eight Thousand, Four Hundred Ten Dollars and 00/100 (\$1,608,410.00)

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **AGREEMENT**

1. Section 2(a) Compensation and Manner of Payment of the Original Agreement shall be deleted in its entirety and replaced with the following:

“Provider will provide the Services at the rate listed in Exhibit B, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. 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. The initial term not to exceed amount of this Agreement is One Million, Five Hundred Thirty Thousand, Nine-Hundred Eighty Dollars and 00/100 (\$1,530,980.00). The renewal option not to exceed amount of this Agreement is One Million, Six Hundred Eight Thousand, Four Hundred Ten Dollars and 00/100 (\$1,608,410.00). The total not to exceed amount of this Agreement is Three Million, One Hundred Thirty-Nine Thousand, Three Hundred Ninety Dollars and 00/100 (\$3,139,390.00) as indicated in Schedule A below.”

<b>Schedule A</b>	
<b>Term</b>	<b>Amount</b>
Initial Term - February 20, 2019 - February 19, 2024	\$1,530,980.00
Renewal Option - February 20, 2024 - February 19, 2029	\$1,608,410.00
<b>Total</b>	<b>\$3,139,390.00</b>

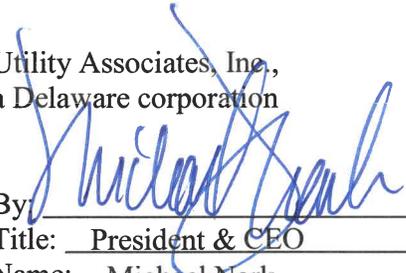
2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

Utility Associates, Inc.,  
a Delaware corporation

By:   
Title: President & CEO  
Name: Michael Nark

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

**CONTRACT  
BODY WORN CAMERA SYSTEM  
NORTH LAS VEGAS POLICE DEPARTMENT**

This agreement ("Contract") is made and entered into this 20th day of February, 2019, by and between the City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada ("CITY") and Utility Associates, Inc. ("CONTRACTOR").

**RECITALS**

**WHEREAS**, the CITY requires a body worn camera system for the CITY's Police Department, as more particularly described in Exhibit A (the "Services" or "Scope of Services"); and

**WHEREAS**, the CITY issued a Request for Proposals entitled **RFP 2018-02**, Police Body Worn Camera System; and

**WHEREAS**, the CITY has selected the CONTRACTOR in accordance with Nevada Revised Statutes ("NRS") Chapter 332, as applicable; and

**WHEREAS**, the CONTRACTOR represents that it has the experience, knowledge, labor, and skill to perform the Services; and

**NOW, THEREFORE**, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties agree as follows:

**AGREEMENT**

**SECTION 1. DESCRIPTION OF SERVICES**

- (a) The CONTRACTOR shall perform the Services in accordance with the terms and conditions set forth herein. The CONTRACTOR shall be solely responsible for the means, methods, and procedures of performing the Services.
- (b) The CITY and the CONTRACTOR recognize the Services may require modification due to unforeseen events that may be encountered. Therefore, an amendment to this Contract may be prepared, negotiated, and executed by the parties in accordance with the terms of this Contract if there has been or is to be a significant change, including but not limited to:
  - (1) Scope, complexity, or character of the Services to be performed;

- (2) Conditions under which the Services are required to be performed, such as a change in applicable standards or a change in available base data that would require significant additional work to successfully complete the Contract; or
- (3) Duration of work if the time period for completion of the Services warrants such adjustment.

Any modification required by the CITY that results in a change in the Services will also be specified in an amendment to this Contract which will set forth the nature, scope, and payment therefore.

## **SECTION 2. COMPENSATION AND MANNER OF PAYMENT**

- (a) The CITY agrees to pay the CONTRACTOR for the Services in accordance with the fees/rates and schedule outlined in the Fee Schedule attached hereto as Exhibit B, Fee Schedule, a not-to-exceed sum of One Million, Five Hundred Thirty Thousand, Nine-Hundred Eighty Dollars (\$1,530,980.00), which sum includes all fees for time and labor for salaries, overhead, travel, materials, equipment, licenses, direct non-salary expenses incurred by the CONTRACTOR, and actual approved subcontractor costs, for equipping the CITY with 223 body worn cameras and 139 vehicle control units.

Subject to the terms and conditions of the Contract Documents, CONTRACTOR shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform the Services for the CITY in a good and workmanlike manner to the satisfaction of the CITY for the total contract amount designated above, to be paid by the CITY to the CONTRACTOR.

It is expressly understood that all Services must be completed by the CONTRACTOR, and it is the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so that all Services are completed for the total firm fixed amount set forth above.

The CONTRACTOR, as a prerequisite to the obligation on the part of the CITY for payment of fees provided herein, must submit invoices describing the Services. The CITY shall pay the CONTRACTOR all undisputed amounts within thirty (30) days of the CITY's receipt and approval of properly submitted invoice(s). All invoices shall reference the CITY's applicable purchase order number. The CITY may offset any such payment to reflect amounts owing from the CONTRACTOR to the CITY pursuant to this Contract.

- (b) The CITY will not reimburse the CONTRACTOR for any travel expenses other than those pre-approved travel expenses, if any, that are set forth in the Scope of Services and include a cost estimate. The CONTRACTOR must obtain prior written approval from the CITY concerning the number of employees to be sent by the CONTRACTOR each time travel is required in performing this Contract. The CITY will reimburse the CONTRACTOR for travel expenses paid or incurred on its behalf as follows:

- (1) Meals, incidentals and lodging reimbursements must not exceed rates established by the U.S. General Services Administration (GSA) for the primary destination. For current rates, refer to: [http:// www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). GSA rates vary by location, and for some locations, by time of year. If a city/county is not listed, then the GSA standard rate for continental U.S. applies. Reimbursement for lodging taxes is in addition to this rate but only up to the lodging taxes applicable based on the GSA rate.
- (2) Travel to the CITY in performing this Contract where overnight lodging is necessary must be arranged at hotels located within the City of North Las Vegas, Nevada.
- (3) Air travel costs will be limited to coach or economy class only; original receipts are required.
- (4) Mileage will be limited to direct routes and reimbursed at IRS standard business rates. Other ground transportation (e.g., taxi, shuttle, bus, rental car) are at actual costs; original receipts required. Rental car reimbursement is limited to midsize sedan or equivalent; original receipts are required.

Original receipts are required as stated herein and no reimbursement will be allowed for costs not directly related to the furtherance of the CONTRACTOR's business under this Contract with the CITY.

### **SECTION 3. TIME OF PERFORMANCE**

- (a) This Contract shall be effective on the Effective Date (defined below) and will continue to be in effect for five (5) years ("Term"), unless terminated earlier in accordance with the terms herein. The "Effective Date" is the later of the date of North Las Vegas City Council action (if required and as reflected on the signature page) or the date the CITY signed this Contract, as reflected on the signature page. The CITY may unilaterally extend this Contract for a five (5) year period upon written notice to the CONTRACTOR ("Extension Term" and together with the Initial Term, the "Term").

The CITY has the right to extend this Contract for an additional ninety (90) days from its expiration for any reason.

- (b) Neither the completion of the Services nor any earlier termination of this Contract shall impact any replacement or re-performance of a Nonconforming Service, representations, indemnities, insurance requirements, confidentiality obligations, termination obligations or other obligations which by their own terms are intended to survive the completion of the Services, all of which shall continue in full force and effect after the Term.

#### **SECTION 4. SUSPENSION OF SERVICES**

The CITY may suspend performance by the CONTRACTOR under this Contract for such period of time as the CITY, at its sole discretion, may prescribe by providing written notice to the CONTRACTOR at least ten (10) days prior to the date on which the CITY wishes to suspend. The CONTRACTOR shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from the CITY to resume performance, and the time period for the CONTRACTOR's performance of the Services shall be extended by the amount of time such performance was suspended. If the CITY delivers notice of its intent to suspend services under this Contract, the CONTRACTOR shall suspend performance of the Services on a schedule acceptable to the CITY. If suspension is for the CITY's convenience, the CITY shall pay the CONTRACTOR for all the Services performed and an equitable amount for incremental costs incurred by the CONTRACTOR as a result of the suspension; provided, however, that if the suspension is due to the CONTRACTOR's failure to comply with this Contract, no such payment shall be made.

#### **SECTION 5. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Contract in whole or in part at any time without cause prior to completion of the Services or the Term by sending to the CONTRACTOR written notice of such termination. Upon such termination, the CITY shall pay to the CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed the CONTRACTOR, an equitable amount for all Services satisfactorily performed by the CONTRACTOR as of the date of termination plus the actual cost for any charges incurred by the CONTRACTOR that cannot be canceled or reasonably mitigated. In that notice, the CITY shall specify whether it is terminating this Contract in whole or in part and the effective date of Contract termination. The CITY shall not be liable for anticipated profits based upon Services not yet performed.

#### **SECTION 6. TERMINATION FOR CAUSE**

- (a) The occurrence of any of the following events constitutes a default by the CONTRACTOR (an "Event of Default"):
- (1) A breach by the CONTRACTOR of any material term, condition, or covenant contained herein, if such breach continues uncured for a period of ten (10) days after receipt of written notice from the CITY, unless such breach cannot by its nature be remedied within such period in which event the CONTRACTOR shall provide evidence reasonably satisfactory to the CITY within ten (10) days after receipt of such notice that the cure of such breach has commenced and the CONTRACTOR thereafter makes reasonable and continuous progress to that end. For purposes of this Contract, such a breach by the CONTRACTOR shall be deemed to include, without limitation, the CONTRACTOR's refusal or neglect to supply sufficient and properly skilled labor or subcontractors, the CONTRACTOR's refusal or neglect perform the Services in accordance with

applicable standards, or the CONTRACTOR's failure in any respect to prosecute the Services or any part thereof with promptness, diligence and in accordance with all of the material provisions hereof; or

- (2) CITY's determination that any representation, statement or covenant made by the CONTRACTOR in this Contract, or in any other statement, report or document that the CONTRACTOR is required to furnish to the CITY, was false or misleading in any material respect; or
  - (3) The occurrence of any of the following: (a) the filing by or against the CONTRACTOR of a proceeding under any bankruptcy or similar Law (defined below), unless such proceeding is dismissed within thirty (30) days from the date of filing; (b) the making by the CONTRACTOR of any assignment for the benefit of creditors; (c) the filing by or against the CONTRACTOR for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) days from the date of filing; (d) the appointment of or the application for the appointment of a receiver, trustee or custodian for any material part of the CONTRACTOR's assets unless such appointment is revoked or dismissed within thirty (30) days from the date thereof; (e) the attempt by the CONTRACTOR to make any adjustment, settlement or extension of its debts with its creditors generally; (f) the insolvency of the CONTRACTOR; or (g) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of the CONTRACTOR's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof; or
  - (4) The CONTRACTOR, in the reasonable opinion of the CITY, has experienced a material adverse change in the CONTRACTOR's financial condition or the CONTRACTOR's ability to fulfill its obligations under this Contract.
- (b) Upon the occurrence of any Event of Default, following the giving of any notice and the expiration of any cure period expressly provided in Subsection (a) (1) above, the CITY shall be entitled upon written notice to the CONTRACTOR – without notice to the CONTRACTOR's sureties and without limiting any of the CITY's other rights or remedies – to terminate this Contract or to terminate the CONTRACTOR's right to proceed with that portion of the Services affected by any such default.
  - (c) Upon receipt of any such written notice of termination of the entire Contract or of any right to proceed with any portion of the Services following the applicable process described in this Section, the CONTRACTOR shall, at its expense, assess the status of any deliverables still due, preserve any Services performed, and deliver to the CITY any partially-completed Services performed by the CONTRACTOR and any subcontractor, including without limitation documentation, software source media, flow charts, documents and other deliverables.

- (d) In the event of such termination, the CITY may finish the Services by whatever method the CITY may deem expedient including: (1) the CITY may hire a replacement contractor(s) to complete the remaining Services that the CONTRACTOR was otherwise obligated to complete under the Contract using such form of agreement as the CITY may deem advisable; or (2) the CITY may itself provide any labor or materials to complete the Services.
- (e) In the event of such a termination, the CITY may suspend all payments otherwise due to the CONTRACTOR hereunder and the CITY has no further obligation to pay the CONTRACTOR for the Services, except for payment of the reasonable value for all Services satisfactorily performed to the date of termination. However, the CITY is not obligated to make any such payment until after all Services are completed to the CITY's satisfaction.
- (f) If the CITY terminates this Contract and finishes the Services pursuant to Subsection (d) above and the total cost of completing the Services, including all payments made to the CONTRACTOR, is less than the total amount budgeted for this Contract by the CITY, then the CITY shall pay to the CONTRACTOR, within thirty (30) days after the completion of the Services, the amount of any payment that would otherwise (*i.e.*, in the absence of the default) be due to the CONTRACTOR for any Services performed by the CONTRACTOR prior to termination. If the CITY terminates this Contract and finishes the work pursuant to Subsection (d) above and the total cost of completing the Services, including all payments made to the CONTRACTOR, is greater than the total amount budgeted for this Contract, then the CONTRACTOR shall pay the amount by which the total cost of completing the Services exceeds the total amount budgeted to the CITY within thirty (30) days after CITY provides an invoice to the CONTRACTOR.
- (g) All rights and remedies provided in this Section are cumulative, and are not exclusive of any other rights or remedies that may be available to the CITY, whether provided by Law, equity, in any other agreement between the parties or otherwise. Upon the occurrence of an Event of Default, following the applicable process described in this Section, the CITY shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that the CITY may have against the CONTRACTOR under this Contract, at Law, in equity or pursuant to another agreement between the parties. "Law" means all applicable federal, state and local laws, statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines or other governmental requirements, including the NRS, Nevada Administrative Code ("NAC"), and North Las Vegas Municipal Code, as amended or that may be enacted or promulgated subsequently.
- (h) This Contract may be terminated by the CONTRACTOR in the event the CITY defaults in the due observance and performance of any material term, condition, or covenant contained herein and such default is not cured within thirty (30) days after the CONTRACTOR delivers written notice of such default to the CITY, unless such breach cannot by its nature be remedied within such period in which event the CITY shall provide evidence reasonably

satisfactory to the CONTRACTOR within ten (10) days after receipt of such notice that the cure of such breach has commenced and the CITY thereafter makes reasonable and continuous progress to that end. For purposes of this Contract, such a breach by the CITY shall be deemed to include, without limitation, failure to pay an invoice in accordance with the "COMPENSATION AND MANNER OF PAYMENT" Section.

## **SECTION 7. DELAYS**

- (a) Neither party shall be liable for delays caused by a Force Majeure Event; provided, however, that both parties agree to seek to mitigate the potential impact of any such delay. Any delay attributable to a Force Majeure Event shall not be the basis for a request for additional compensation, and the CITY shall not in any case be held liable or responsible to the CONTRACTOR for any damage caused by such delay. In the event of any such delay, the required completion date may be extended for a reasonable period not exceeding the time actually lost by reason of the Force Majeure Event. A "Force Majeure Event" means a delay caused by fire, flood, storm, earthquake, strikes, labor disputes, war, acts of vandalism, destruction, public disobedience, terrorism, the action of civil or military authorities, or other events: (1) that are not reasonably foreseeable as of the Effective Date; (2) that are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (3) the effects of which cannot be avoided or mitigated by the party claiming such delay through the use of commercially reasonable efforts; provided that economic hardship, including lack of money, downturn in the economy, or credit and changes in exchanges rates, does not constitute a Force Majeure Event.
- (b) If the CONTRACTOR is actually delayed in its performance of the Services by the actions or omissions of the CITY (excluding the CITY's good faith exercise of rights and remedies provided under the Contract or a Force Majeure Event), or by changes ordered with respect to the Services, and if the CONTRACTOR is able to prove that it has used all reasonable means to avoid or minimize the effects of the delay, then the deadline to complete the Services shall be equitably adjusted to reflect the impacts of such CITY- caused delays. The CITY may, at its discretion, in lieu of granting an extension of time, require the CONTRACTOR to regain the schedule whereby the CITY shall compensate the CONTRACTOR for all additional, actual costs reasonably incurred thereby. No adjustment under this Subsection (b) shall be made for any delay to the extent that it is caused or contributed to by the CONTRACTOR or performance would have otherwise been delayed by any other cause, including the errors, omissions, fault or negligence of the CONTRACTOR.
- (c) If, at any time, the CITY determines the progress of completing the Services is not being performed in accordance with the agreed-upon schedule or reasonably believes CONTRACTOR will not complete all Services before the Term expires, the CITY may direct the CONTRACTOR to take corrective actions to ensure the timely and orderly prosecution of the Services, at no additional cost to the CITY.

## **SECTION 8. CORRECTION OF WORK**

If any deficiency, error, or omission in the Services, including any deliverable, is found or, in the CITY's opinion, fails to conform to the requirements in this Contract, whether during or after the Term (each a "Nonconforming Service"), the CONTRACTOR shall expeditiously and at no expense to the CITY, re-perform or replace the Nonconforming Service and make any necessary corrections so as to conform with the requirements herein. If the CONTRACTOR fails to expeditiously make any replacement or re-performance as required herein, the CITY may conduct the necessary work at the CONTRACTOR's expense, and the CONTRACTOR shall reimburse the CITY for the cost of any replacement or re-performance performed by the CITY and a CITY contractor. If a Nonconforming Service is used or otherwise relied upon by the CITY or a CITY contractor and any other work is performed, the CONTRACTOR shall reimburse the CITY for all costs incurred by the CITY to have that work re-performed and replaced so that such work uses Services that conform with the requirements in this Contract. The CONTRACTOR shall reimburse the CITY by paying the amount invoiced by the CITY within thirty (30) days after the CITY provides an invoice(s) to the CONTRACTOR. This Section survives default, expiration, or termination of this Contract or excuse of performance.

## **SECTION 9. STANDARD OF CARE**

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

## **SECTION 10. OWNERSHIP OF DOCUMENTS**

All materials, drawings, specifications, reports or other documents given, prepared, or assembled by the CONTRACTOR, which are related to the performance of this Contract, are deemed to be the property of the CITY when prepared, whether delivered to the CITY or not, and shall, together with any materials furnished to the CONTRACTOR and its personnel by the CITY hereunder, be delivered to the CITY upon request, and, in any event, upon termination or final acceptance of the Services. The CONTRACTOR agrees that all such work prepared by it, or its employees, agents or subcontractors of any tier, or their employees, under this Contract which is subject to protection under copyright Laws constitutes "work made for hire," all copyrights to which belong to the CITY. In any event, the CONTRACTOR assigns to the CITY all intellectual property rights in such work whether by way of copyright, trade secret or otherwise, and whether or not subject to protection by copyright Laws. The CONTRACTOR shall retain all rights to its preexisting standard details, specifications, computer software or other intellectual property. Such preexisting materials are hereby licensed to the CONTRACTOR, through a fully paid, worldwide, royalty-free, non-exclusive and perpetual license, for (a) the CITY's own use for the Services that are the

subject of this Contract to the fullest extent necessary to accomplish the purposes of this Contract and (b) any future use, replacement, or correction of the Services. However, the CONTRACTOR may keep copies of these documents for its files, subject to the "CONFIDENTIALITY" Section. If CONTRACTOR or a subcontractor labels a document owned by the CITY as the CONTRACTOR's (or a subcontractor's) proprietary or confidential document, such label shall be deemed void. This Section survives default, expiration, or termination of this Contract or excuse of performance.

## SECTION 11. INSURANCE

- (a) The CONTRACTOR, upon request, shall furnish the CITY within ten (10) business days with a Certificate of Insurance signed by an authorized representative, as well as any endorsements affecting the coverage required by this clause. All deductibles and self-insured retentions(s) shall be fully disclosed in the Certificates of Insurance.

All insurance coverage required herein must be written by a company with a current A.M. Best's rating of not less than A:VII.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY.

The CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all above requirements.

The CONTRACTOR and each subcontractor, at its own cost, shall maintain in full force and effect throughout the term of this Contract the following insurance coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis:

### **MINIMUM SCOPE AND LIMITS OF INSURANCE:**

- (1) **General Liability:** Policy shall include bodily injury, property damage and broad form contractual liability coverage:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

- (2) **Automobile Liability:** This policy shall provide coverage for bodily injury and property damage for any owned, hired, leased, borrowed, and non-owned vehicles used in the performance of this Contract:

Combined Single Limit for bodily  
Injury and property damage for  
Each occurrence: \$1,000,000

This policy should contain a Waiver of Subrogation endorsement for the CITY.

- (3) Professional Liability Insurance (Errors and Omissions): This policy shall include coverage for the activities and any errors or omissions of CONTRACTOR's professional staff, including those positions identified in any of the exhibits to this Contract, in connection with the Services and any other work performed by CONTRACTOR in connection with this Contract. These are minimum limits and could be increased to be commensurate with the Services:

Each Claim: \$1,000,000  
Annual Aggregate: \$2,000,000

If the Professional Liability insurance required by this Contract is written on a claims-made basis, CONTRACTOR warrants and shall ensure that any retroactive date under that policy shall precede the Effective Date and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the Services are completed and accepted by CITY.

- (4) Workers' Compensation and Employers' Liability:

Workers' Compensation: Statutory  
Employer's Liability:  
Each Accident: \$1,000,000  
Disease – Each Employee \$1,000,000  
Disease – Policy Limit \$1,000,000

- (b) The commercial general liability and automotive liability policies are to contain, or be endorsed to contain, the following:

- (1) The CITY, its officers, officials, employees, agents, and volunteers are to be covered with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR, premises occupied or used by the CONTRACTOR (its officers, employees, agents, subcontractors). The coverage shall contain no special limitations on the scope of protection afforded to the CITY.
- (2) For any claims related to this Contract, the CONTRACTOR's coverage shall be primary and non-contributory with respect to all other available sources and to the CITY, its officers, officials, employees, volunteers and agents.

- (3) The CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Should any of the described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions (pursuant to ISO ACORD Form 25, current revision), and in such event CONTRACTOR shall promptly provide written notice to the CITY. If any of the insurance coverage required hereunder is canceled and not replaced, reduced or restricted, the CITY reserves the right to terminate this Contract for cause without penalty or further obligation or liability to the CONTRACTOR.

## **SECTION 12. INDEMNITY**

- (a) The CONTRACTOR specifically and expressly agrees (at no cost to an Indemnitee) to indemnify, defend, and hold harmless the CITY and its officers, officials, employees, volunteers, and agents (individually, an "Indemnitee") from and against any and all claims, demands, suits, losses, judgments, expenses, fines, penalties, proceedings, costs and damages of every kind and description, including attorneys' fees and costs (each a "Claim") brought or made against or incurred by any of the Indemnitees caused by, resulting from or arising out of the negligence, errors, omissions, recklessness or intentional misconduct of the CONTRACTOR or its employees, agents, representatives or subcontractors of any tier in the performance or nonperformance of the CONTRACTOR's obligations under this Contract or in any way related to this Contract. The CONTRACTOR's indemnity obligations under this Section shall include without limitation:
  - (1) Loss of or damage to any tangible or intangible property of the CITY, the CONTRACTOR or any third party or to the environment;
  - (2) Bodily injury to, or death of any person(s), including without limitation employees of the CITY, or of the CONTRACTOR or its subcontractors of any tier;
  - (3) Claim or amounts arising out of or recovered under the Workers' Compensation, unemployment compensation, or similar Laws or obligations applicable to employees of the CONTRACTOR or its subcontractors of any tier; or arising out of the failure of such CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree;
  - (4) Claims arising from the failure of CONTRACTOR or its subcontractors of any tier to comply with a Law; and
  - (5) Violation or infringement of any patent, copyright or uncopyrighted work.
- (b) The CITY must give the CONTRACTOR notice of a Claim promptly after the CITY has

actual knowledge thereof, provided that the CITY's failure to give such notice shall not relieve the CONTRACTOR of its obligations hereunder except to the extent that the CONTRACTOR is materially damaged as a result of its failure to receive actual notice. If the CONTRACTOR wishes to settle a Claim, any settlement must not impose any obligations or expense on the CITY, must fully resolve the Claim against the CITY, and must ensure that the CITY receives Services and Documents that are satisfactory to the CITY and functionally equivalent to those the CONTRACTOR is obligated to deliver under this Contract.

- (c) In case any Services or Documents (as defined below), or any combination thereof, constitutes or is alleged to constitute such an infringement or violation or infringement of any patent, copyright or uncopyrighted work and the use of any of the foregoing is enjoined, the CONTRACTOR shall, at its expense and through mutual agreement between the CITY and the CONTRACTOR, either procure for the CITY the right to continue using said Services and Documents, replace same with non-infringing Services and Documents, or modify the same so they become non-infringing, are satisfactory to the CITY and are functionally equivalent to those the CONTRACTOR is obligated to deliver under this Contract. "Document" means any material, drawing, specification, report or other document the CONTRACTOR is obligated to deliver the CITY under this Contract.
- (d) The CONTRACTOR's indemnity obligations owing to Indemnitees under this Section are not limited by any applicable insurance coverage identified in the "INSURANCE" Section or by any limitation of liability provision. The CONTRACTOR's indemnity obligations under this Contract shall not extend to any liability caused by the sole negligence of any of the Indemnitees.
- (e) For purposes of the CITY's enforcement of an indemnity obligation only, the CONTRACTOR specifically and expressly waives any immunity under workers' compensation Laws or other employee benefits acts of any state or jurisdiction that conflicts with the CONTRACTOR's indemnification obligations in this Contract. The CONTRACTOR acknowledges that this waiver was mutually negotiated by the parties herein.
- (f) The invalidity, in whole or in part, of any of the foregoing Subsections will not affect the remainder of such Subsections or any other Subsections in this Section.
- (g) This Section survives default, expiration, or termination of this Contract or excuse of performance.

### **SECTION 13. INTELLECTUAL PROPERTY RIGHTS**

In performance of the Services and in connection with the provision of any deliverables, the CONTRACTOR must not take any action that would violate or infringe any patent, copyright or uncopyrighted work. The CONTRACTOR represents that (a) it has, and upon completion of the

work required under this Contract will have, all rights necessary with respect to the Services and deliverables (and each part thereof); and (b) the Services and deliverables (and each part thereof) do not and will not violate or infringe any patent, copyright or uncopyrighted work. To the extent the CITY does not own the intellectual property rights in the Services as required by the "OWNERSHIP OF DOCUMENTS" Section, the CONTRACTOR grants to the CITY, must obtain and transfer to the CITY, and must cause any subcontractor to grant, obtain, and transfer to the CITY perpetual, fully-paid, worldwide, royalty-free, unrestricted, non-revocable licenses to use, reproduce and modify all intellectual property provided by the CONTRACTOR and any subcontractor to the CITY in connection with this Contract, together with any warranties related thereto. This Section survives default, expiration, or termination of this Contract or excuse of performance.

#### **SECTION 14. ASSIGNMENT**

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the CITY and any sureties, and any attempted assignment in violation hereof shall be void. Nothing contained herein shall be construed as creating any personal liability on the part of any CITY officer, official, employee, or agent.

#### **SECTION 15. WAIVER**

No consent or waiver, express or implied, by the CONTRACTOR or the CITY of any breach or default by the other in the performance of any obligations under the Contract shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of the CONTRACTOR or the CITY to complain of any act or failure to act of the other party or to declare that other party in default under this Contract, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party and that party continues to have the right to enforce each and every provision of the Contract. Inspection by, payment by, or tentative approval or acceptance by the CITY or the failure of the CITY to perform any inspection hereunder shall not constitute a final acceptance of the Services or any part thereof and shall not release the CONTRACTOR of any of its obligations hereunder.

#### **SECTION 16. DESIGNATION OF REPRESENTATIVES**

- (a) Sergeant Alejandro Rodriguez, is hereby designated as the CITY representative with respect to the Services. Said representative shall have complete authority to issue task orders, transmit instructions, receive information, and provide interpretations of CITY policies and decisions with respect to the Services.
- (b) The CONTRACTOR hereby designates Anthony Baldoni, Chief Operations Officer, as its authorized representative and coordinator having responsible charge of all Services. Said representative or coordinator shall have complete authority to act on behalf of the CONTRACTOR.

- (c) Either party may change its authorized representative by providing notice to the other party in accordance with the "NOTICES" Section.

#### **SECTION 17. CONTRACTOR REPRESENTATIONS**

- (a) The CONTRACTOR represents that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Contract; that it is able to furnish the plant, tools, materials, supplies, equipment and labor; that it is experienced in, qualified, and competent to perform the Services contemplated by this Contract; and, that it is authorized to do business in the State of Nevada.
- (b) The CONTRACTOR further represents that the CONTRACTOR holds a license, permit or other special license, including a North Las Vegas business license, to perform the Services included in this Contract, as required by Law, or employs or works under the general supervision of the holder of such license, permit or special license.
- (c) The CONTRACTOR represents that the person signing this Contract on behalf of the CONTRACTOR has all requisite authority to bind the CONTRACTOR to the terms and conditions herein.
- (d) The CONTRACTOR represents that CONTRACTOR, and each of its Owners, managers, partners, officers, executive directors, and key employees, as applicable, has no Family Member who is a Public Servant. "Public Servant" has the meaning in HMC 2.40.020.A. "Family Member" means anyone living in the same home or dwelling, including the spouse or domestic partner of the Public Servant, or who is related to the Public Servant by blood, adoption, marriage or domestic partnership, within the third degree of consanguinity or affinity as defined in NAC 281A.310. An "Owner" means a person with an ownership interest of one percent (1%) or more in CONTRACTOR.

#### **SECTION 18. CONTRACTOR PERSONNEL**

- (a) The CONTRACTOR shall employ in the performance of the Services only persons qualified for the same. The CONTRACTOR shall at all times enforce strict discipline and good order among its personnel and the personnel of any subcontractor of any tier. In the performance of the Services, the CONTRACTOR shall not permit or allow any CONTRACTOR personnel to introduce or use any firearms, illegal drugs or intoxicating liquor upon any of the grounds occupied, controlled, or used by the CITY. The CONTRACTOR shall be responsible for taking such disciplinary action with respect to its personnel as may be necessary. The CONTRACTOR shall immediately remove from the work, whenever requested by the CITY, any person considered by the CITY to be incompetent, insubordinate, careless, disorderly, in violation of the requirements in Exhibit E, in violation of the above restriction on firearms, illegal drugs or intoxicating liquor, under the influence of illegal drugs or intoxicating liquor, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, and

such person shall not again be employed in the performance of the Services without the written consent of the CITY.

- (b) The CONTRACTOR's Key Personnel shall remain assigned to the Services by the CONTRACTOR throughout the duration of this Contract. The CONTRACTOR shall not reassign any of the Key Personnel without the prior written authorization of the CITY. Additionally, in the event of termination or resignation of Key Personnel assigned to the Services, the CONTRACTOR shall replace Key Personnel in a timely manner and in consultation with the CITY.

#### **SECTION 19. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor. Neither the CONTRACTOR nor the CITY is, nor will they be deemed to be, for any purpose, the agent, representative or employee of the other by reason of this Contract. Nothing in this Contract or any agreement or subcontract by the CONTRACTOR will create any contractual relationship between the CONTRACTOR's employee, agent, or subcontractor and the CITY.

#### **SECTION 20. COMPLIANCE WITH LAWS**

The CONTRACTOR shall, in the performance of its obligations hereunder, comply with all Laws, including without limitation the Federal Occupational Health and Safety Act, Title VII of the Federal Civil Rights Act of 1964 *et seq.*, including the Equal Employment Opportunity Act of 1972; 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the Americans with Disabilities Act, and Nevada's Employment Practices Statutes (NRS 613.330 *et seq.*), as applicable. The CONTRACTOR shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under Law. If the CITY was required by NRS 332.039.1 to advertise or request a proposal for this Contract, by signing this Contract the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

#### **SECTION 21. SEVERABILITY**

If any provision of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto. Any invalid or unenforceable provision will be deemed severed from this Contract, and the balance of this Contract will be construed and enforced as if it did not contain the particular invalid or unenforceable provision. The parties further agree to amend this Contract to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **SECTION 22. PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or entity has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to terminate this Contract for cause without penalty or further obligation or liability to the CONTRACTOR or, in the CITY's discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee from the CONTRACTOR.

## **SECTION 23. PUBLICITY**

Except with respect to internal business communications, communications with governmental agencies, or as required by Law, the CONTRACTOR shall not use this Contract nor its relationship with the CITY for purposes of or in any manner that intentionally gives rise to advertising or publicity without first consulting with and obtaining the prior written consent of the CITY.

## **SECTION 24. CONFIDENTIALITY**

- (a) By virtue of this Contract, the CITY might provide Confidential Information (as defined below) to the CONTRACTOR. The CONTRACTOR shall (1) maintain the confidentiality of the CITY's Confidential Information and not disclose it to a third party, except as authorized by the CITY in writing, as required by Law, or as required by a court or other regulatory body or government agency of competent jurisdiction; (2) restrict disclosure of Confidential Information to personnel who have a reasonable basis for needing access to such information and who are bound by confidentiality obligations similar to those in this Contract; (3) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its personnel who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be with the same degree of care that the CONTRACTOR uses to protect its own Confidential Information and in no event less than a reasonable amount of care; (4) not use the Confidential Information, except to further the purposes of this Contract or as may be required to report to the CONTRACTOR's governing body, legal advisors, financial advisors, or regulators, and not sell the Confidential Information; (5) promptly notify the CITY upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (6) establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the Protected Data (as defined below) from unwarranted disclosure as may be required for the CITY to comply with all Laws. The responsibilities under this Section shall continue during the Term and for five (5) years thereafter for Confidential Information that is not Protected

Data or a trade secret under Law and for Protected Data and trade secrets shall continue for so long as such Confidential Information remains Protected Data or a trade secret under Law.

- (b) The CONTRACTOR must also require subcontractors and vendors to comply with the requirements in this Section and shall include this confidentiality provision in its agreements with all subcontractors and vendors related to the Services.

(c) “Confidential Information” means information that is disclosed by the CITY under this Contract in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the CITY by submitting a written document to the CONTRACTOR within thirty (30) days after such disclosure. That written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. However, Confidential Information does NOT include any information that:

(1) is or becomes publicly known through no wrongful act of the CONTRACTOR; (2) is already known to the CONTRACTOR without restriction when it is disclosed; (3) is or becomes, rightfully and without breach of the Contract, in the CONTRACTOR’s possession lawfully without any obligation restricting disclosure; (4) is independently developed by the CONTRACTOR without breach of this Contract; (5) is explicitly approved for release by written authorization of the CITY; or (6) required to be open to public inspection pursuant to NRS 239.010 and is not subject to an applicable exception or declared by Law to be confidential (as determined by the CITY in its sole and absolute discretion).

- (d) “Personal Information” means (1) any data or information accessible by the CONTRACTOR as a result of its business relationship with the CITY that can be used to identify or locate a natural person, including but not limited to: name, address, telephone number, e-mail address, social security number, or driver’s license number; (2) any other data, such as, but not limited to, identifiers, demographic or behavioral data, when such data is linked or has the capacity to be linked to a specific person; and (3) “personal information” as that term is defined in NRS 603A.040 or any comparable Nevada statutes, and any Nevada regulations promulgated under such state statutes. Personal Information includes any list, description or other grouping of individuals that is derived using any of the foregoing.

- (e) “Protected Data” means any Personal Information that is protected or covered by Law or a CITY policy. Protected Data will not be excluded from coverage under this Contract merely because it is provided to the CONTRACTOR in a manner that commingles the Protected Data with other data that is not Protected Data.

- (f) This Section survives default, expiration, or termination of this Contract or excuse of performance.

## **SECTION 25. SUBCONTRACTOR AGREEMENTS**

- (a) The CONTRACTOR agrees to include in all subcontractor agreements, in connection with performance of the terms and obligations imposed under this Contract, the following:
  - (1) A provision that the CONTRACTOR agrees to pay the subcontractor when paid for that portion of the work by the CITY, that no liability arises on the part of the CONTRACTOR to the subcontractor for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONTRACTOR for said subcontracted work, then the subcontractor's only recourse is against the CONTRACTOR and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.
  - (2) A provision that the subcontractor has no rights against the CITY and is not a CITY agent, representative or employee.
  - (3) A provision that the subcontractor agrees to be bound by all the terms and in this Contract applicable to the CONTRACTOR.
- (b) Further, Services specified by this Contract may not be subcontracted by the CONTRACTOR without prior written approval of the CITY. Approval by the CITY of the CONTRACTOR's request to subcontract, or acceptance of or payment for subcontracted work by the CITY, shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. The CONTRACTOR shall be and remain liable for all damages to the CITY caused by negligent performance or non-performance of Services under this Contract by the CONTRACTOR's subcontractor or its sub-subcontractor. The compensation due under the "COMPENSATION AND MANNER OF PAYMENT" Section will not be affected by the CITY's approval of the CONTRACTOR's request to subcontract.

## **SECTION 26. VENUE**

All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The CONTRACTOR agrees that it shall not initiate an action against the CITY in any other jurisdiction. The CONTRACTOR irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Contract.

**SECTION 27. GOVERNING LAW**

This Contract shall be governed by and construed and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions.

**SECTION 28. NOTICES**

(a) All notices that are required under this Contract shall be in writing and delivered by personal delivery, by a recognized courier, or by certified U.S. mail (postage prepaid, return receipt requested), and addressed to the receiving party at the address below:

CITY:

City of North Las Vegas  
Police Department  
Attention: Sergeant Alejandro Rodriguez  
2250 Las Vegas Blvd, North, 3<sup>rd</sup> Floor  
North Las Vegas, NV 89030

CONTRACTOR:

Utility Associates, Inc.  
Attention: Anthony Baldoni, Chief Operations Officer  
250 E Ponce De Leon Ave, Suite 700  
Decatur, Georgia 30030

(b) Such notice will be deemed to have been received by the party to whom it was addressed on the date of delivery if delivered personally, on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier, or three (3) days after mailing. Either party may change its contact information for purposes of the Contract by giving written notice to the other party in the manner set forth above.

**SECTION 29. MODIFICATION**

This Contract may be modified or amended only by a written instrument signed by both the CITY and the CONTRACTOR with the same formality as this Contract.

**SECTION 30. NO THIRD PARTY BENEFICIARIES**

This Contract is intended only to benefit the parties hereto, their permitted successors and assigns, and Indemnitees. This Contract shall not be deemed to be for the benefit of any entity or person that is not a party hereto, is a party's permitted successor or assign, or an Indemnitee and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

### **SECTION 31. ENTIRE AGREEMENT**

This Contract constitutes the complete and exclusive statement of the agreement between the CITY and the CONTRACTOR regarding the subject matter of this Contract and supersedes all prior or contemporaneous agreements, promises, proposals, negotiations, and understandings, whether written or oral, relating to this subject matter.

### **SECTION 32. WAIVER OF CONSEQUENTIAL DAMAGES**

The CITY shall not be liable to the CONTRACTOR, a subcontractor, or a third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon delay, loss of use, lost revenues, or lost profits. This Section survives default, expiration, or termination of this Contract or excuse of performance.

### **SECTION 33. FISCAL FUNDING**

The CONTRACTOR acknowledges that funding of this Contract is dependent on budget appropriations set each fiscal year. Accordingly, if necessary funds to continue with the specified Services are not allocated by the CITY, this Contract shall terminate at the expiration of the appropriated funds without further action by the CITY and without liability to the CONTRACTOR, unless the CITY terminates this Contract earlier.

### **SECTION 34. PUBLIC RECORDS**

- (a) The CITY is a governmental entity and subject to the public records Laws and regulations set forth in chapter 239 of the NRS and NAC. Therefore, the CITY's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by Applicable Law to be confidential.

The CONTRACTOR is advised, and acknowledges, that the Contract and documents provided in connection with this Contract become a public record and, unless the information is declared by Law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying.

- (b) If the CONTRACTOR believes any information it submits should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the CONTRACTOR shall **mark the page or pages that contain such information "CONFIDENTIAL,"** shall provide a summary sheet identifying each and every page that contains information so marked, shall represent in writing on that sheet that protections exist under Law to preserve the integrity, confidentiality and security of the information, and shall specify with particularity the basis thereof. If the CONTRACTOR fails to do all of the foregoing, such information shall be deemed to not be confidential.
- (c) If the CITY receives a public records request that applies to this Contract (either specifically or otherwise), it will analyze the documents provided in connection with this

Contract to see if the information so marked may legally be withheld from inspection and copying. The CITY takes no responsibility and is not liable for release of (1) any information not so marked and summarized or (2) any information that is so marked and summarized in the event that the CITY determines in its sole and absolute discretion that the CITY must provide the information because an applicable exception does not apply or the information is not declared by Applicable Law to be confidential.

### **SECTION 35. RECORDS AND AUDITING**

- (a) The CONTRACTOR shall maintain, and shall cause its subcontractors to maintain, accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years from the date of the final payment under the Contract (or longer as required by Law). In addition, the CONTRACTOR shall maintain, and shall cause to be maintained, those records that relate to any dispute, litigation, or the settlement of claims arising out of the CONTRACTOR's performance under the Services until six (6) years after the date of resolution of such dispute, litigation, or claim (or longer as required by Law). The CONTRACTOR shall make such records available, and shall cause its subcontractors to make such records available, to the CITY and its representatives for inspection, audit, examination, reproduction, and copying at the CONTRACTOR's offices at all reasonable times. However, if requested, the CONTRACTOR shall furnish copies of said records at its expense, within seven (7) business days of the request. Such records shall include but not be limited to those books, documents and accounting records that represent the CONTRACTOR's costs of delivering the Services, including those of any of its subcontractors. These rights also apply to any other governmental entity or agency participating in the funding of the Contract, or any authorized agents thereof.
  
- (b) If the CONTRACTOR believes any record it is required to furnish to CITY should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the CONTRACTOR shall: provide CITY written notice in which CONTRACTOR identifies each record that contains such confidential or proprietary information, represents in writing that protections exist under Law to preserve the integrity, confidentiality and security of the record, and shall specify with particularity the basis thereof; enter into a non-disclosure agreement acceptable to CITY; and, furnish the record to CITY, subject to that non-disclosure agreement.

### **SECTION 36. SAFETY REQUIREMENTS**

The CONTRACTOR while performing any Services at a CITY work site shall (1) make itself aware of and adhere to, and cause each subcontractor to be aware of and adhere to, all CITY work-site regulations, including without limitation environmental protection, loss control, safety, and security; and (2) comply with, and cause each subcontractor to comply with, all requirements in Exhibit E. The CITY, or its audit representatives, shall have the right at any reasonable time or times to examine, audit and copy the records and documents pertaining to such requirements,

provided the CONTRACTOR may redact personal information (*i.e.*, SSNs/ birthdates) from such records.

### **SECTION 37. INTERPRETATION**

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. Preparation of this Contract has been a joint effort of the CITY and the CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

### **SECTION 38. CONFLICT OF INTEREST**

- (a) The CONTRACTOR represents and warrants that as of the Effective Date it has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of work and Services required under this Contract. If any conflict of interest should nevertheless arise after the Effective Date, the CONTRACTOR shall promptly notify the CITY of the existence of such conflict of interest.
- (b) If the CONTRACTOR becomes aware or otherwise believes that it is (or might be) employing a Family Member, the CONTRACTOR will promptly provide the CITY written notice that identifies the name and title of the Family Member, that person's date of hire, and the name of the possibly-related Public Servant.
- (c) If a conflict of interest arises after the Effective Date or CONTRACTOR employs a Family Member and any of the foregoing causes the CITY to violate an ethics Law, the CITY shall have the right to immediately terminate this Contract for cause without penalty or further obligation or liability to the CONTRACTOR.

### **SECTION 39. TIME OF ESSENCE**

Time is of the essence with respect to the CONTRACTOR's obligations under this Contract. The CITY recognizes that CONTRACTOR's performance must conform to any standard of care applicable to CONTRACTOR.

### **SECTION 40. REMEDIES**

All rights and remedies of the CITY and the CONTRACTOR provided for in this Contract will be cumulative and in addition to, and not in lieu of, any other remedies available to the CITY and the CONTRACTOR at law, in equity, or otherwise.

#### **SECTION 41. HEADINGS; EXHIBITS; CROSS REFERENCES**

The section titles contained in this Contract are used solely for convenience and do not constitute a part of this Contract, nor should they be used to aid in any manner in the construction of this Contract. All references in this Contract to Sections, Subsections and Exhibits are to Sections, Subsections and Exhibits in this Contract, unless otherwise specified. All Exhibits, and any attachments to an exhibit, are incorporated into and made a part of this Contract. Unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes the feminine and masculine.

#### **SECTION 42. CONSTRUCTION OF THE WORD "INCLUDE" AND ITS DERIVATIVES**

When followed by an example, the words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

#### **SECTION 43. ORDER OF PRECEDENCE**

All appendices, and all requirements, terms, or conditions included in the appendices, are incorporated into this contract. Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- (a) This Contract document with its terms and conditions
- (b) Exhibit A, Scope of Services
- (c) Exhibit B, Fee Schedule
- (d) Exhibit C, Utility's Services Agreement
- (e) Exhibit D, Business Requirements Criteria
- (f) Exhibit E, Safety Requirements

#### **SECTION 44. PERFORMANCE OF ACTS ON BUSINESS DAYS**

Any reference in this Contract to time of day refers to local time in Nevada. Unless specifically stated to the contrary, all references to days herein refer to calendar days. Any reference herein to a "business day" refers to a day that is not a Friday, Saturday, Sunday or legal holiday for State of Nevada or CITY governmental offices. If the final date for payment of any amount due or performance of any act required hereunder falls on a Friday, Saturday, Sunday or legal holiday, that payment may be made or act performed on the next business day.

#### **SECTION 45. COMMERCIALY REASONABLE EFFORTS**

Reference in this Contract to the "commercially reasonable efforts" of a party means that, with respect to a given goal, the efforts that a reasonable person in the position of that party would use so as to achieve that goal as expeditiously as possible.

#### **SECTION 46. COUNTERPARTS**

The CITY and the CONTRACTOR may execute the Contract in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument.

#### **SECTION 47. ATTORNEYS' FEES**

If the prevailing party in an action to enforce this Contract is entitled to reasonable attorneys' fees and costs.

#### **SECTION 48. RELIANCE ON DATA**

In performance of the Services, the CONTRACTOR shall be responsible for any misunderstanding or incorrect information in connection with the Services excluding information provided by the CITY unless (a) such information could have been reasonably verified by CONTRACTOR or (b) a reasonably prudent contractor would not have relied on such information.

#### **SECTION 49. ESTIMATES AND PROJECTIONS**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONTRACTOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Although CONTRACTOR makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONTRACTOR' opinions, analyses, projections, or estimates for the foregoing reasons, CONTRACTOR agrees to perform and provide such opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects consistent with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace and in accordance with accepted industry practice.

#### **SECTION 50. TRANSFER OF DATA UPON REQUEST**

The CONTRACTOR acknowledges that the CITY owns its data, and the CONTRACTOR is only the trusted custodian of the CITY's data for the duration of the Contract. The CONTRACTOR agrees to be fully cooperative and to provide assistance with the transfer of CITY storage data upon reasonable notice. Upon such notice, and provided that the CITY selects a new provider also

partnering with Amazon, then the CONTRACTOR will work with Amazon and the new provider to provide timely transfer of the data in a mutually agreed, reasonable manner. The CONTRACTOR agrees that it will work with the CITY and Amazon to facilitate such future transfer of service as may be required at no additional cost to the CITY.

IN WITNESS WHEREOF, the parties have executed and delivered this Contract as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

By:   
John J. Lee, Mayor

Date: February 20, 2019

ATTEST:

By:   
Catherine Raynor, City Clerk

Date: February 20, 2019

APPROVED AS TO FORM:

By:   
Micaela Rustia Moore, City Attorney

Date: February 20, 2019

UTILITY ASSOCIATES, INC.,  
A Delaware C Corporation.

By:   
TED M. DAVIS, President & CEO

Date: 2/7/2019

# EXHIBIT A

# SCOPE OF WORK

## 1. PROJECT OVERVIEW & GOAL

The City of North Las Vegas, Nevada, is soliciting Proposals from qualified companies to provide a single integrated Police Body Worn Camera (BWC) solution for the City's Police Department. This solution must satisfy the required State mandates for portable event recording devices also known as BWC. The system shall include a cloud-based enterprise Digital Video Management System (DVMS) that allows for effective recordings, Incident Tagging, Redaction Capability, Evidentiary Security, capable to be released in response to public information requests, and quality video streaming, which shall withstand the most rigorous of challenges in a criminal court system. The City's Police Department is seeking to deploy approximately 300 BWC and must be compliant with state law by July 1, 2018.

On April 10, 2017, Senate Bill 176 was adopted. The bill mandates that uniformed peace officers wear a portable event-recording device while on duty. This act becomes effective upon passage and approval for the purpose of adopting regulations and performing any preliminary administrative tasks that are necessary to carry out the provisions of this act and on July 1, 2018 for all other purposes.

The goal of this RFP is to acquire an integrated BWC for public safety use which offers ease of use, functionality, recording and storage capabilities, and implement BWC by July 1<sup>st</sup>, 2018 in compliance with Senate Bill 176.

The City is also interested in securing a five (5) year maintenance support agreement for all hardware and software including break fix support for all components of the system, and software/hardware updates as available.

## 2. ORGANIZATION

The City of North Las Vegas is home to more than 265,000 residents. With award-winning, master-planned communities and numerous housing options, North Las Vegas provides an outstanding quality of life that has become synonymous with the City. North Las Vegas is a full-service city in Southern Nevada, meaning that the City has dedicated police, fire, water, and sewer services to more efficiently serve its residents. North Las Vegas is known throughout the region for its commitment to provide parks and recreation facilities, and cultural arts programs and other amenities. North Las Vegas has the largest regional park in Southern Nevada; Craig Ranch Regional Park encompassing over 170 acres, 65,000 sq. ft. Skate Park, community gardens, and a state of the art 7 acre amphitheater

Other amenities include: Public schools (K-12), numerous private educational institutions, in addition to several libraries, recreation and cultural facilities, casinos and senior centers.

The City's Police Department serves and protects the citizens and visitors of The City of North Las Vegas with approximately 320 commissioned officers and approximately 300 civilian employees working out of three (3) police stations.

## 3. TERM OF CONTRACT

Upon completion of the City's approval process, the contract will be for five (5) years, with the option to negotiate options or renewals, based on selected solution.

## 4. PRICE STABILITY

All prices shall remain firm during the base term of the Contract. Thereafter, requests for price increases must be submitted in writing and approved by the City prior to implementation.

## 5. MINIMUM QUALIFICATIONS

1. Proposals must address the ability to provide a BWC system implemented by the target date of July 1, 2018
2. Proposers must be able to provide an integrated BWC with cloud based video storage to store, manage, retrieve and share captured digital video without using a 3<sup>rd</sup> party provider. Proposers shall also provide a Service Maintenance Agreement with their Proposal, which includes service/maintenance on hardware, hardware installation and software. Updates to hardware/software as they become available should be included in the maintenance contract.

3. Proposers must demonstrate experience in designing and maintaining BWC, including back-end server solutions, by having deployed the same or similar solution to at least two (2) agencies having 200 or more sworn officers.

**6. BACKGROUND CHECKS**

The selected Proposer, upon Contract award, shall provide a list of names, addresses, telephone numbers, and date of births of each employee and subcontractor that will take part in the installation, training and ongoing maintenance and support of the system. This information will be used to perform the appropriate security/background checks of these personnel. The City reserves the right to reject any of the selected Proposer's employees, subcontractor and/or subcontractor employees. Should any personnel be rejected, the Proposer will be required to provide an acceptable alternate.

**7. SUBCONTRACTORS**

At the City's sole discretion, should the selected Proposer's subcontractor fail to provide an acceptable level of service and response, the selected Proposer will be required to subcontract with another subcontractor. Such action shall be provided in a timely manner so as not to cause delays to the project schedule. Any additional costs associated with securing a competent subcontractor shall be the responsibility of the Proposer.

**8. THIRD PARTY SOFTWARE**

Proposing of third party software is acceptable only if the Proposer agrees to act as prime contractor and guarantor for all proposed equipment and software. Proposers must disclose the use of any third party software and indicate willingness to assume prime contractor responsibility.

**9. CONTRACTOR RESPONSIBILITIES**

Emphasis on implementation of a Body Worn Program to include the required infrastructure necessary to support the use, training and the software to manage the cameras, videos and storage.

**IMPLEMENTATION OF BWC**

1. Timeline:  
The selected Proposer is expected to start the project no later than 14 calendar days after the contract is fully executed and awarded.
2. Equipment to be Provided:  
300 BWC and all related equipment. This includes equipment for approximately 275 officers and 25 spares.
3. Services to be provided:
  - a. Working with the City's technical resources, the system will be configured to work within the City's Network infrastructure.
  - b. Working with the City's technical resources, the system will be configured to meet the specifications of the North Las Vegas Police Department as listed in this RFP and the Business Requirements Criteria.
  - c. Design and implementation of all necessary interfaces to support the City's specifications.
4. Testing: The selected Proposer will work with the City staff throughout all phases of testing including User Acceptance Testing. As issues are found, the selected Proposer will be responsible for resolving them in a timely manner to keep with the project timeline.
5. Training: The City will follow a Train-the-Trainer method for training officers. In addition to training the officers and command staff, training must also be provided for users in Records, Evidence, Crime Data Analysis, Internal Affairs, and the City Attorney's Office.

- a. All training aids, materials, and recordings prepared to accomplish this service become the property of the City.
- b. Power User training will cover the entire system with in-depth sessions for each functional area, up to five (5) City employees.
- c. Training will be provided for a System Administrator and back up who will be responsible for all system functions, up to five (5) City employees.
- d. Train-the-Trainer training should prepare City personnel to lead, facilitate, and deliver the leader-led components of the training. This course will provide City personnel with all the required tools templates, etc. to deliver the training to their colleagues/end users, up to 12 City employees.
- e. Training should be provided on the use of all report and query functions for users who will be creating and modifying reports, up to 10 City employees.
- f. All training will take place on-site at City facilities.

#### **10. City Responsibilities**

1. The City will have draft policies completed before project kickoff in relation to the use and administration of the BWC. The policies will be finalized prior to the July 1, 2018 implementation date.
2. City will provide the following project resources:
  - a. 1 Project Manager at 50% FTE
  - b. 1 Technical Lead at 50% FTE

#### **11. Warranty and Service Requirements**

The selected Proposer shall warranty the entire solution/system for the length of the contract period from the date the system is fully accepted by the City. All warranty-related activities should be performed on-site unless the selected Proposer is provided written permission by City.

Technical and maintenance support shall be provided through an annual maintenance agreement between the selected Proposer and the City. The successful proposer must include a sample of their annual maintenance agreement in the proposal and provide guaranteed annual pricing for five (5) years. The selected Proposer shall indicate the technology staff required to support the system.

- 12. Format and Content:** The proposal submitted must be specific and complete in every detail. Proposals shall be all-inclusive detailing your best offer. It should be practical and prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the services being sought. To aid in evaluation, all proposals must follow the same general format as outlined below and be tabbed and supplied in ring binders. Please include a Table of Contents and Short Introduction and Summary. Please ensure your proposal includes, at a minimum, the following information:

- Company description
- References
- Similar projects
- Concept for CNLV
- Tentative costs
- Any specific terms and conditions
- Any other material you feel is relevant to this project
- Completion of Attachment 1 (Specifications) to this document

**Additional Documents Required for your Proposal:** The following information is mandatory and should be separately identified. Failure to complete and submit any section may be grounds for bid rejection. These documents are attached as Exhibits to this document:

- EXHIBIT A    OFFER STATEMENT AND BUSINESS FORM - Provide the name and address of Respondent for purpose of notice or other communication relating to the proposal contract. Proposals must be signed by a business entity official who has been authorized to make such commitments.
- EXHIBIT B    CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS - This form must be notarized.
- EXHIBIT C    QUALIFICATIONS AND EXPERIENCE - References - Provide three (3) governmental agencies or private firms with whom you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history Principals - Enumerate, in detail, the duration and extent of the business experience of the principals, with special emphasis upon experience with golf courses of the type to which this proposal relates.
- EXHIBIT D    AFFIDAVIT OF REJECTION OF WORKER'S COMPENSATION - Please fill this form out in its entirety. This form must be notarized.
- EXHIBIT E    NON-COLLUSION AFFIDAVIT - This form must be notarized.

**Evaluation Process:** Proposals will be evaluated by a selection committee. The committee will be selected by the City of North Las Vegas to evaluate the proposals. The evaluation process is composed of the following steps:

- (1)    Review of all proposals for conformance to this RFP.
- (2)    The elimination of all proposals, which deviate substantially from the basic intent of the solicitation.
- (3)    An evaluation of the remaining proposals.
- (4)    Interviews and presentation(s) of proposals by Respondents (If the City determines the need).
- (5)    Possible unannounced visit by some or all of the City committee, to one or more of the projects completed by Respondent.
- (6)    Selection of one proposal which will be recommended to the City of North Las Vegas City Council.
- (7)    Negotiation/finalization of the Management Contract.

**The selected Proposer or short listed Proposers will be required to fill out and submit a Completed Cloud Security Alliance (CSA) Security, Trust & Assurance Registry (STAR) Consensus Assessments Initiative Questionnaire (CAIQ).**

## **DATA SECURITY AND MANAGEMENT**

Proposer is to provide documentation demonstrating that the Proposer's security procedures and policies for client data meet industry standard best practices and are Criminal Justice Information System (CJIS) compliant. Any certifications such as ISO 27001 and a SOC 2 Type 2 report should be included.

The selected Proposer will need to allow the City to conduct security evaluation audits to ascertain whether the selected Proposer's security procedures and policies for client data, including CJIS requirements as well as, internet connection security meet industry standard best practices.

After the initial review for this project annual certification and audits will need to be provided.

**Evaluation Factors:** Although revenue received and expenses (Return on Investment or "ROI") will be an evaluation criterion, it is only one of several other important criteria identified in the proposal. The City reserves the right to accept a proposal other than the lowest total expense offered. The following factors will be considered in the evaluation of individual proposals. The City will form an Evaluation Committee, and score each proposal on a 100 point scale. The purpose of scoring the proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

- (a) **Completeness of the Proposal (55 points total)**
  - Response to RFP provisions (5 points)
  - Respondent's references (10 points)
  - Respondent's presentation (5 points)
  - Completion of essential required specifications (attachment 1) (35 points)
  
- (b) **Management Qualifications (45 points total)**
  - Respondent's management qualifications and experience (10 points)
  - Respondent's financial capability/responsibility (10 points)
  - Respondent's implementation plan (15 points)
  - Value added proposals within the submittal (10 points)

**Award of Contract:** The recommendation by the selection committee to the North Las Vegas City Council to award the contract will be based upon the proposal which is most advantageous to the City of North Las Vegas. All proposals shall remain firm for ninety (90) calendar days after the proposal opening. Refer to the Evaluation Process and Criteria section within this document.

**Modifications:** The City of North Las Vegas may institute changes or modifications to the RFP specifications and will notify all participants in a timely manner by an addendum to this RFP.

**Rejection of Proposals:** The City of North Las Vegas reserves the right to reject any and all proposals received in response to this solicitation if determined not to be in the best interest of the City. Once received, the Proposals shall become the property of the City of North Las Vegas and are subject to public disclosure under the Nevada Open Records Act. The City agrees to take reasonable care to protect any proprietary information identified by the Respondents if received as part of the response to this proposal. Respondents are not entitled to recover any request for proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate a Contract.

**Incorporation of Proposal into the Contract:** The contents of the RFP and the selected Respondent's response shall be incorporated, in total, into the Contract. Where the Contract is in conflict with the RFP or response, the Contract will apply.

# EXHIBIT B



January 29, 2019

Justin Roberts  
Chief of Police  
City of North Las Vegas Police Department  
2332 Las Vegas Blvd North, Suite 200  
North Las Vegas, NV 89030

Dear Chief Roberts,

Utility Inc. is honored that your Department has selected our Company to provide its Officers with the BodyWorn™ and Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed BodyWorn and Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that Utility Inc. agrees to the following provisions as part of the service agreement that the North Las Vegas Police Department intends to enter into with our Company:

1. Price Proposal:

- a. Body Camera and Vehicle Video & Communications Systems to Support 223 Officers and 139 Vehicles with Video & Communications
- b. Period of Agreement = 5 Years
- c. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, and Support for a period of Five (5) Years for: **\$1,530,980** with a Direct Purchase.
- d. Attachment A – RFP Pricing Proposal outlines the details of the pricing and associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

*BodyWorn and Rocket IoT Vehicle Communications/BodyWorn Camera triggers - Includes AVAILWeb™ Smart Redaction™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.*

Every Officer (Qty. 223) will be equipped with the following:

- a. BodyWorn Camera and Mount
- b. Two (2) Vest Carriers or Three (3) Duty Shirts, BodyWorn-Ready
- c. One (1) Bluetooth Media Controller
- d. AvailWeb Video Management Software and Mapping Interface License
- e. Unlimited Download & Storage – Based on Department's Retention Policy
- f. Smart Redaction Software License
- g. Installation and Training – Onsite and Online Training Included
- h. Full Warranty
- i. 24/7 Technical Support for the Life of the Contract (60 months)

Every Vehicle (Qty. 139) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. BodyWorn Vehicle Triggers and Wireless Offload
- c. Setup of Rocket IoT Control Interface through Vehicle MDC
- d. Installation, Validation, Configuration
- e. Full Warranty
- f. 24/7 Technical Support for the Life of the Contract (60 Months)

\* For high speed wireless video offload, Utility Inc. will provide three (3) Smart WayPoints. Normally, they are deployed at the primary offload locations, including Headquarters. Should the Department wish to have alternate offload locations, additional Smart WayPoints can be purchased, installed, for \$3,500/each. See (6) below for details about Smart WayPoint connectivity.

\*\* Upgrade Price to Rocket IoT w/ In-Car Video: Utility Inc. agrees, per its RFP submittal pricing at any time during the period of this agreement, to upgrade any NLVPD Vehicle with a Rocket IoT already installed for an additional \$1,500 per Vehicle for hardware, and \$3,600 for SaaS, Support, and Warranty for a five-year period.

3. Replacement Parts Pricing:

- a. BodyWorn Camera: \$600/ea
- b. Bluetooth Trigger: \$50/ea
- c. Rocket IoT In-Car Communication System (hardware only): \$3,500/ea, Installed
- d. Additional Uniform Purchases: Available through your local Authorized Blauer Reseller

4. Service Level Agreement (SLA):

- a. The Service Level Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
- b. The Termination for Convenience Clause asserts that, with thirty (30) days written notice, the Department may rescind its contract for failure to perform, and will be refunded the balance of the contract, prorated for the period of use. Should the contract be cancelled, all video stored in the Evidence Management System will be provided to the Department for transfer to another vendor, in an industry standard format (.mp4).
- c. Details of the SLA are provided in Attachment (B).

5. Payment Terms for Procurement of Goods:

**Direct Purchase**

Should the Department wish to purchase directly from Utility, the following special payment terms apply:

Payment 1: Paid Upon Receipt of All Hardware	\$280,690
Payment 2: Paid Upon Installation and Training	\$140,345
Payment 3: Paid Upon Final Acceptance and Approval	\$140,345
Payment 4: Year 2 Payment, Paid Upon Anniversary of Receipt of All Hardware	\$242,400
Payment 5: Year 3 Payment, Paid Upon Anniversary of Receipt of All Hardware	\$242,400
Payment 6: Year 4 Payment, Paid Upon Anniversary of Receipt of All Hardware	\$242,400
Payment 7: Year 5 Payment, Paid Upon Anniversary of Receipt of All Hardware	\$242,400

**Total: \$1,530,980**

6. Network Connectivity Via Smart WayPoint Utility Access Point: The Department is responsible for maintaining power and internet connectivity to the provided Smart WayPoints. The Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the Smart WayPoints to its own network. Upon execution of the contract, as part of the deployment process, a network assessment will be conducted of the Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Department should budget for an increase to their upload speed with their local carrier.

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at: (770) 500-2494 Email: [crl@utility.com](mailto:crl@utility.com)

Respectfully,



Christopher R. Lindenau, Chief Revenue Officer

Offer Acceptance by Authorized Official:

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Option Selected:

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Title:

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Date:

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Cc: David Shook, Business Manager

## City of North Las Vegas RFP BWC's 2018-02 300 BodyWorn with Optional In-Car Video: Purchase Option

**BUDGET NARRATIVE:** Utility Associates (UA) developed its pricing model with the end user in mind. ALL items necessary to have a complete and fully integrated body worn and optional In-car video and communications system are included in the pricing.

UA's BodyWorn camera seamlessly integrates with the Rocket IoT In-car Video and Communications system. For the City's reference, below is the estimated hardware and software costs for this video and communications option. Unit quantities were estimated based on the feedback received from the RFP Committee during Q&A. All ancillary costs for the Rocket IoT system are included in the listed costs below.

The Rocket IoT Communications system will provide enhanced cellular connectivity, wifi, GPS, and high-speed offload of BodyWorn video from the field in real time. This will eliminate the time consuming and costly requirement of officers having to return to a station to manually dock to offload video that is associated with other body cameras.

There are NO additional or hidden fees. It is UA's intent to provide a transparent, all-inclusive pricing model. Because traditional ancillary fees, commonly associated with other vendor pricing models, are built into Utility's hardware implementation fee (i.e. training, installation, configuration), departments are able to maximize the use of available funding since costs are predictable and fixed.

The annual software fee for the Virtual Command Center includes the warranty and technical support for all equipment. Additionally, the annual software fee includes unlimited data storage in Amazon's CJIS compliant Cloud, AWS. Again, other vendor pricing models typically charge a variable fee for data storage which ultimately proves difficult for an agency to budget anticipated storage costs. UA's fixed storage cost eliminates these budgetary landmines by providing a turn-key solution at a fixed price.

The below chart illustrates the City of North Las Vegas's Total Cost of Ownership for the purchase of 300 body cameras, 99 Rocket IoT Video and Communications systems, all associated accessories, services, and unlimited storage of video data for 5 years:

**A. Hardware Implementation (BWC & Optional In-Car Video and Communications System)**—This is a listing of itemized hardware equipment necessary for body worn camera and optional in-car video and communications systems implementation and the basis for computation. All materials have been included which are expendable or are expected to be consumed during the course of the project.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Rocket IoT	Digital Video Recorder and Router	99	\$ 2,500.00	\$ 247,500.00
Cameras	Mounted Cameras (front and rear)	198	Included	\$ -
Rocket IoT Locker	Protective Case for Rocket IoT	99	Included	\$ -
Triggers and Wiring	Triggers and wires for automatic activation	99	Included	\$ -
Equipment Warranty	60 Month Extended Equipment Warranty (covers repairs)	99	Included	\$ -
Rugged Tablet	In-car viewing monitor for direct playback	99	Included	\$ -
BodyWorn Camera	High Definition Body Camera	300	\$ 760.00	\$ 228,000.00
Wireless Wrist Controller	Wrist Remote for optional manual recording and camera status	300	Included	\$ -
Vest Carrier (or comparable uniform)	Vest Carrier with integrated Mount - Quantity (2) per officer	600	Included	\$ -
Yard SmartWay Access Point	Yard Access Points/Forwarding Servers (Wireless Docking Station)	3	\$ 3,500.00	\$ 10,500.00
<b>Subtotal Hardware</b>				<b>\$ 486,000.00</b>

**B. Software and Licensing (DEMS)**—A listing of itemized features included in software subscription necessary for BodyWorn and optional In-car Video camera and communications system implementation. Subscription fees are calculated on a per unit per annum basis.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Rocket IoT Virtual Command Center (suite of products):		94	\$ 1,020.00	\$ 95,880.00
AVAIL Web	Internet based evidence management software	94	Included	\$ -
SmartRedaction	Automatic identification and redaction software	94	Included	\$ -
Smart Alerts: Officer Down, Bolo, Amber, Silver	Automatic and real-time alerting	94	Included	\$ -
Gunshot Detection	Gunshot sound detection and automatic video recording	94	Included	\$ -
BodyWorn Virtual Command Center (suite of products):		284	\$ 900.00	\$ 255,600.00
AVAIL Web	Internet based evidence management software	284	Included	\$ -
SmartRedaction	Automatic identification and redaction software	284	Included	\$ -
Smart Alerts: Officer Down, Bolo, Amber, Silver	Automatic and real-time alerting	284	Included	\$ -
Gunshot Detection	Gunshot sound detection and automatic video recording	284	Included	\$ -
<b>Subtotal Software &amp; Licensing</b>				<b>\$ 351,480.00</b>

**C. Services**—A listing of all professional service costs associated with implementing a fully functional BodyWorn and In-car Video camera program.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Onsite Training	"Train the Trainer" style training	15 Days	Included	\$ -
Onsite Implementation	Design, Configuration, and Project Management	15 Days	Included	\$ -
Travel Related Expenses	UA does not charge its customers for travel or other reimbursable type expenses	n/a	n/a	\$ -
Support	24/7 technical support (included in software and licensing fee)	Unlimited	Included	\$ -
<b>Subtotal Services</b>				<b>\$ -</b>

**D. Storage**—Cloud storage of video data in Amazon's CJIS compliant Cloud (AWS).

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Unlimited Data Storage	Unlimited Data Storage (included in software and licensing fee)	Unlimited	Included	\$ -
<b>Subtotal Storage</b>				<b>\$ -</b>

Budget Category	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
	Contract Cost	Cost of Ownership				
A. Hardware	486,000.00					486,000.00
B. Software & Licensing	351,480.00	351,480.00	351,480.00	351,480.00	351,480.00	1,767,400.00
C. Services						
D. Storage						
<b>TOTAL PROJECT COSTS</b>	<b>\$ 837,480.00</b>	<b>\$ 351,480.00</b>	<b>\$ 351,480.00</b>	<b>\$ 351,480.00</b>	<b>\$ 351,480.00</b>	<b>\$ 2,243,400.00</b>

Pricing is inclusive of any freight, handling or shipping costs. FOB Destination.

Vendor will hold pricing firm for ninety (90) calendar days from the closing date of this RFP.

# EXHIBIT C



## Attachment B - Service Agreement

### INTRODUCTION

This service agreement describes the levels of service that (the client) will receive from Utility (the supplier).

#### Purpose

The client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the supplier. Some of these items are of critical importance to the business.

This service agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

### SCOPE

#### Parties

This agreement is between:

<b>The client:</b> North Las Vegas Police Department 2332 Las Vegas Blvd, Suite 200 North Las Vegas, NV 89030	<b>The supplier:</b> Utility Associates Inc. 250 E. Ponce De Leon Avenue Decatur, GA 30030
	<b>Key Contact:</b> Chris Lindenau (770) 500-2494 crl@utility.com

#### Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter dated November 19, 2016, and will run for the term of the agreement plus any extensions of such agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client's system.



## Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty. 223 Supplied by Utility	1
Bluetooth Controller	Qty. 223 Supplied by Utility	2
AvailWeb	Qty. Unlimited Licenses Supplied by Utility	1
Rocket IoT Control Unit	Qty. 139 Supplied by Utility	1
Smart WayPoint(s)	Qty. 3 Supplied by Utility	1

## Exclusions

This agreement is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is not recommended (defined as intentional neglect, misuse, or destruction of the equipment)
- The client has made unauthorized changes to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from performing required maintenance and update tasks.
- The issue has been caused by unsupported equipment, software or other services.

This agreement does not apply in circumstances that could reasonably be said to be beyond the supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, Utility aims to be helpful and accommodating at all times, and will do its absolute best to assist the client wherever possible.

## RESPONSIBILITIES

### Supplier Responsibilities

The supplier will provide and maintain the system used by the client. The support contract between the supplier and the client includes full details of these responsibilities.

Additionally, the supplier will:

- Maintain SaaS at 99% uptime/availability or greater 24/7/365

- Ensure relevant software, services and equipment are available to the client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the client at all times

## Client Responsibilities

The client will use the supplier-provided system as intended.

This Service Level Agreement between the supplier and the client includes full details of the system and its intended uses.

The client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a client approved third party or supplier provided access point, the client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the client should budget for an increase to their upload speed with their local carrier.

Additionally, the client will:

- Notify the supplier of issues or problems in a timely manner
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the supplier at all times

## GUARANTEED RESPONSE TIMES

When a client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

### Response Times

Utility provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by Utility personnel before they become an impact to the performance of the service. For support provided to the customer directly, Utility has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on site support by the department staff after they have been trained by Utility, which will alleviate most day-to-day issues that may arise. Problems beyond the Tier 1 scope will be escalated to Tier 2, which is phone-based technical support, and from there to Tier 3, which is on site technical support from a Utility field engineer.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
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1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

## Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation – large number of users or critical functions affected.
- **Medium:** Limited degradation – limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation – few users or one user affected. Business processes can continue.

## RESOLUTION TIMES

The supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's systems are key to daily functions and must be functional in the field.

However, Utility is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

## SCOPE OF SERVICES

**1.1.1 Access to Software.** UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVail™", "AVail Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. If, after seven (7) days written notice, the Customer fails to cure a breach of the provisions of this Paragraph 1.1.1, UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in



part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement, unless immediate access revocation is critical to preserving the security of the Client's Criminal Justice Data (CJI) as deemed necessary by written consent of both UA and Client. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

**1.1.2 Operating Environment.** Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

**1.1.3 Changes to Service.** UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. All currently available AVAIL Web capabilities for UA's Public Safety customers are included in the Service and any future enhancements to the software are included in the Service.

**1.1.4 Help Desk.** Between the hours of 5:00 a.m. and 11:00 p.m., Eastern Standard Time, Monday through Friday excluding UA holidays ("UA Business Hours"), UA shall provide Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below. Outside of UA Business Hours, support calls are fielded by a 24 x 7 answering service and relayed to the on-call UA Support Staff.

**1.1.5 Uptime Commitment.**

**a. Availability.** The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

**b. Commitment.** Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not



satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

## USE OF THE SERVICE

**2.1 Scope of Use.** Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non-assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

**2.2 End User License Agreements.** The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

**2.3 Restrictions.** Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

## TIME AND MATERIALS SERVICE

**3.1 Time-and-Materials Service.** If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

## REPRESENTATIONS AND WARRANTIES

**4.1 Expressed Warranty.** Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA)



authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3<sup>rd</sup> party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of supplied uniform(s) that result from normal wear and tear.

**4.2 UA and Customer Responsibilities.** Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

**4.3 Export Restrictions.** Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or



functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

**4.4 Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CUSTOMER'S NEEDS.

## **CONFIDENTIAL INFORMATION**

**5.1 Confidential Information.** As used herein, the term "Confidential Information" means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

**5.2 Non-Disclosure of Confidential Information.** Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or

exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

**5.3 Non-Disclosure of Customer Confidential Information.** Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer



Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

**5.4 Passwords.** Any and all logon identifiers and passwords provided hereunder are deemed Confidential information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such logon identifiers and passwords. Customer agrees to (a) immediately notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA can not and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

**5.5 Term.** With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

## **INDEMNIFICATION AND LIABILITY**

**6.1 Vendor.** Vendor shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of the Vendor, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by the Vendor under this Contract; and (iii) use by the Vendor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Vendor or a third party) or the incorporation by the Vendor of intellectual property into the Services.

## **PROPRIETARY RIGHTS**

**7.1 Proprietary Rights.** No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

## **TERM AND TERMINATION**

**8.1 Term; Termination.** The term of this Agreement (the "Term") shall commence on the Effective Date of the Execution of the accompanying Offer Letter and shall continue for an initial term of five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional one (1) year terms unless either party cancels such renewal by written notice to the other party at least sixty (60) days in advance of the expiration of the then-current term. Either party may immediately terminate this Agreement in the event that: (a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement, (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding



seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity, or

(c) Customer has not used the Service for a consecutive six (6) month period. In the event the Agreement is terminated under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. Either party may terminate this Agreement for any reason by providing at least thirty (30) days written notice to the other party. In the event Customer terminates the Agreement under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If UA terminates the Agreement under this provision, Customer is entitled to at least thirty (30) more days use of the Service, for which Customer will be responsible for all Fees. If UA terminates the Agreement and Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the date of such termination or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason. (d) The Termination for Convenience Clause asserts that, with thirty (30) days written notice, the customer may rescind its contract for failure to perform, and will be refunded the balance of the contract, prorated for the period of use. Should the contract be cancelled, all video stored in the Evidence Management System will be provided to the Department for transfer to another vendor, in an industry standard format (.mp4). (e) 3<sup>rd</sup> Party Financing; Termination. Should customer terminate their agreement with UA, any unused portion of the paid balance to a 3<sup>rd</sup> party financing company, pro-rated through the period of payment, would be refunded by UA to the customer.

## **MISCELLANEOUS**

**9.1 Notices.** Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

**9.2 Governing Law and Venue.** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in DeKalb County, Georgia.

**9.3 UCITA Disclaimer.** THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.



**9.4 Assignment.** Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

**9.5 Force Majeure.** Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof.

**9.6 Modifications.** All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

**9.7 Waiver.** The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

**9.8 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

**9.9 Headings.** The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

**9.10 Entire Agreement.** This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.



IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

**Signed on behalf of the client:**

Signed: \_\_\_\_\_

Name:

Position:

Date:

**Signed on behalf of the supplier:**

Signed:   
\_\_\_\_\_

Name: Chris Lindenau

Position: Chief Revenue Officer

Date: November 19, 2018

# EXHIBIT D

## Attachment 1

### 1.0 Body Worn Camera PHYSICAL Characteristics

1.1	List the Model(s) Number and Name of the Body Worn Camera (s) (BWC) which you are proposing.
1.2	Describe and Explain the BWC mounting options (e.g., Head, Chest, Glasses, Helmet, other).
1.3	Identify optional mounting locations and devices w/costs required to use the optional mounting location.
1.4	How is the battery recharged?
1.5	Is the device instant-on with battery replacement?
1.6	How long does it take for the battery to recharge?
1.7	Is there a back-up battery in the event that the primary battery fails? Please explain.
1.8	Describe the Field serviceability for a replaceable battery.
1.9	Is there a battery charge indicator light?
1.10	Is there a visual indicator of active recording and please describe?
1.11	Describe the in-field playback capabilities and the user interface (audio and visual).
1.12	Does the body camera have wireless capabilities? If yes, explain.
1.13	The body camera hardware must have a power activation switch.
1.14	The body camera hardware must have volume control.
1.15	The body camera hardware must have indicators for storage capacity, battery strength, power, and malfunction.
1.16	The body camera hardware must allow for an adjustable camera angles.
1.17	The body camera hardware must be kept at a minimum to reduce points of failure due to additional camera components.
1.18	The body camera hardware must have mute/un-mute audio recording capability.
1.19	The body camera hardware must have silent and/or visual body camera activation status notifications.
1.20	The body camera hardware must have a minimum battery life of 12 hours on a full charge.
1.21	The body camera hardware must store a minimum of 12 hours' worth of audio and video time.
1.22	The body camera hardware must be capable of withstanding extreme weather conditions: i.e. 150 degrees Fahrenheit and above.
1.23	The body camera hardware must be impact resistant, withstand a drop of minimum 6 ft and remain operational.
1.24	The body camera hardware should be waterproof.

1.25	The body camera hardware must be low light capable, with the ability to disable low light imagery to film natural light conditions.
1.26	The body camera hardware should have the ability to focus on an object within less than one second.
1.27	The body camera solution should include a status indicator for sync/upload progress.
1.28	Please explain your BWC solution to upload video, audio and metadata.
1.29	Please explain your BWC solution to charge the BWC.

## 2.0 EQUIPMENT PERFORMANCE

2.1	Recording frame rate at 60 frames preferred second (fps) is required. Please describe any deviation from this.
2.2	What is your maximum resolution for recording at 60 FPS?
2.3	Please define your maximum camera resolution.
2.4.	Does your video recording comply with H.264 video compression standards? If not, please describe the proposed equipment standard.
2.5	Please list the field of view specification and describe how it balances depth versus breadth.
2.6	Does the unit have the ability to capture still photo? If yes, at what Megapixel?
2.7	Does the unit apply date and time stamp? Identify the format.
2.8	Describe and GPS marking capabilities and attributes:
2.9	Operational time and Storage capacity of (12) hours continuous at highest video resolution and frame rate available per device is required. Describe any deviation from this. *please note resolution and frame rate in response.
2.10	What is the Lux rating (to what lux operational scale?)
2.11	Please describe night mode; distance, clarity and field of view.
2.12	30 Seconds pre-event record - define what is included in pre-event capture.
2.13	Is there functionality to allow for event marking at any time during recording? Please describe.
2.14	What capabilities exist to prevent deletion or modification of any captured video locally (on the device)?
2.15	Is there functionality to allow for event marking at any time during recording? Please describe.
2.16	Please explain your alert capabilities.

### 3.0 Digital Management Application

3.1	How is the application deployed and supported? Is it an on premise or cloud application or a hybrid? Please describe.
3.2	Application Upgrades. Please describe the upgrade process.
3.3	Describe how the video content is moved from the BWC to the application and thenceforth storage repository.
3.4	Will the proposed application support the management of uploaded video from other recording sources? (Will the application allow import, playback and editing of other video formats?)
3.5	Describe security access and permissions. Is application able to segregate / limit access to video content data. Please describe how your application accomplishes this.
3.6	System must function in an enterprise-wide single user logon. Users will be allowed to logon on other workstations with one global user ID and password.
3.7	System should be certified to National Standards. What certifications does your system have?
3.8	System should be compatible with current web browsers (Chrome, Firefox, Safari, Internet Explorer) to access system functions and ensuring security of the system and data. If your system has limitations please explain.
3.9	How does the application/process prevent flooding the network with uploading requests:)
3.10	Are there restrictions on the number of simultaneous upload?
3.11	What are the bandwidth requirements for one unit downloading the maximum video capacity?
3.12	Does your application allow for download management?
3.13	Does your software allow video marking with searchable metadata?
3.14	A full evidentiary audit trail must be recorded in the system. Describe capabilities for auditing for deletions, copying, modifications, exporting and viewing.
3.15	Describe the chain of custody processes your BWC solution provides.
3.16	All assets managed in the system must have assigned user definable video tags.
3.17	The BWC solution must have ability for external agencies to view BWC footage. Access to the secure site must be controllable through application security features
3.18	The BWC solution must contain search capabilities for multiple fields. Please describe the number of field and type of field for search capabilities.
3.19	Does your BWC solution provide a wild card search? Please describe fields that have this capability and can NLVPD request additional fields to have this capability?
3.20	Solution should have the ability to Export Video anywhere with permission rights. The body camera video solution that allows exporting video from only a single workstation <b>will not</b> be considered.

3.21	The system must automatically include a native playback application to be included with the exported video. The system will provide a mechanism to export video assets in their native format or convert the proprietary video asset to a Windows Compatible file format (.WMV, .MP4, Etc.) or authored format. Camera video solution must have Export Playback ability.
3.22	The body camera video solution must have the ability to extract and download a video file with or without audio.
3.23	The body camera video solution export and download capability must be supportable across a variety of digital media storage mediums. Vendor will identify export media mediums.
3.24	The body camera video solution should export and download capability must provide the option to export a zip audio/visual file
3.25	BWC solution site should be available to email to requestor.
3.26	The BWC solution will produce a universally acceptable DVD.
3.27	BWC Solution must have a proven interface between CADs. Vendor will provide methodology and formatted file type(s).
3.28	Preferred Ability: The solution should have the ability to display GPS of body cam device in CAD/CAD mobile map. Please explain.

#### 4.0 Retention

4.1	Describe your retention configurable structure.
4.2	Can application allow for pre-set retention periods?
4.3	Is there a limit of how many pre-set retention periods can be set? Please explain.
4.4	Can your retention solution retain videos, meta data and audio for a period of 65 years?
4.5	Does your solution have purge capabilities? Please explain process.
4.6	Does your solution have sealing capabilities? Please explain process.
4.7	Video management must be automated with predetermined North Las Vegas Police Department and State of Nevada retention requirements. The BWC solution must have the ability to set automatic retention based on video tag/category.
4.8	The BWC solution should include automatic purging functionality when retention rules are applied.
4.9	The BWC solution must have the ability to set automatic retention based on video tag/category.
	The BWC solution must have the ability to override/extend retention period as needed

#### 5.0 Redaction

5.1	The BWC video solution must contain video editing and redaction capabilities.
5.2	The BWC solution must have the ability to satisfy public record video requests with a solid redaction product.
5.3	The BWC solution must be user friendly

5.4	The BWC solution must allow redaction of faces, personal identifying information any and deemed criminal history information.
5.5	Edited video versions must disclose videos are not the original version.
5.6	Redaction capability should include facial detection and tracking.
5.7	Redaction capability should include skin tone detection.
5.8	Redaction tracking capability must include forward and backward tracking through the entire video.
5.9	Redaction tracking capability must include ability to redact periods of time from video.
5.10	Redaction capability must apply to audio recording redaction.
5.11	Redaction capability must include trackable and searchable metadata.

#### **6.0 Reporting Requirements**

6.1	Reporting should generate and printable detailed "User and User Security Role" reports.
6.2	Reporting should generate and printable detailed "Camera Inventory" reports.
6.3	Reporting should generate and printable "System Error" reports.
6.4	Reporting generate Statistical Reports. Please provide a list of reports. Are reports configurable?
6.5	Reporting should generate and printable "Officer Activation Statistics" report.
6.6	Reporting should generate and printable Redaction related actions by user of systems.
6.7	Reports should be exportable to excel or other formats to allow analysis. Vendor will provide products used for exporting reports.

#### **7.0 Training and Implementation**

7.1	Vendor must train staff on-site. Staff consists of: maximum of 20 commissioned and 5 civilian personnel, Please describe your approach to training.
7.2	BWC Solution must have all system administrators trained by vendor on-site.. Please describe your curriculum for administrator training.
7.3	BWC Solution will provide training documents in an electronic format.
7.4	BWC Solution must provide training on Quality Control through audit trail. Please describe your approach.
7.5	BWC Solution must provide training on how the system produces customized, ad-hoc, aggregate reports.
7.6	BWC Solution will provide training documentation and should be available via hard copy at the time that training sessions are conducted.

### 8.0 Business Requirements

8.1	Security - The BWC Solution must provide a concurrent user license purchase option. Application has administrator and user management capability.
8.2	Security - The BWC Solution must be CJIS Security Compliant.
8.3	Cloud Solution – Vendor must provide a copy of the service agreement between 3 <sup>rd</sup> party Cloud service vendor (if applies).
8.3	System Capacity - Support a minimum of 450+ application users/licenses and scalability to a minimum 1,000+ users/licenses.
8.4	The body camera video solution must be deemed an "Essential Application" and if the system is down, will require full business process recovery within 48 hours.
8.5	BWC System must have 24x7 support. Where is your help call center located?

### 9.0 Data

9.1	Required: Describe our data rights of ownership and how we would reclaim our data and information in the event our relationship is terminated. Written documentation is required at time of RFP submittal.
9.2	How does your application protect North Las Vegas data and how does your company monitor the data stored in a 3 <sup>rd</sup> party cloud solution?
9.3	The BWC Solution must provide data backup and recovery plans to NLV prior to implementation as the vendor will be hosting our data.

### 10.0 Auditing

10.1	<p>Auditing:</p> <ul style="list-style-type: none"> <li>A) Trails based on date and time</li> <li>B) Usernames and/or ID numbers</li> <li>C) File access</li> <li>D) Exporting of files</li> <li>E) File security changes</li> <li>F) System settings changes</li> <li>G) IP addresses where applicable</li> <li>H) If a device has been tampered with</li> </ul> <p>The BWC Solution should provide auditing for the aforementioned items A-H.</p>
------	---

### 11.0 Considerations for Terms of Contract

11.1	Please provide a cost summary and itemization. Include costs for modifications and upgrades for a five year period.
11.2	For a Cloud solution, please describe CJIS compliance for both the application and hosting. Please describe any other compliance considerations.
11.3	Describe the BWC equipment refresh and contracts available.
11.4	Describe maintenance and warranty for the BWC solution.
11.5	Will the company send legal representation to present in a legal case in the event there is a lawsuit pertaining to use and application of the BWC.
11.6	BWC solution vendor will provide (3) three proven references for a 450+ BWC program.

Mayor  
John J. Lee

Acting City Manager  
Ryann Juden

Council Members  
Scott Black  
Pamela A. Goynes-Brown  
Richard Cherchio  
Isaac E. Barron



FINANCE DEPARTMENT  
2250 Las Vegas Boulevard, North · Suite 710 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-2438 · Fax: (702) 669-3328 · TDD: (800) 328-8868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

April 12, 2018

**City of North Las Vegas  
RFP 2018-02 Body Worn Cameras  
Addendum No. 1**

The deadline for questions for this proposal was 12:00 p.m., Tuesday, April 9, 2018. The following are the questions that were received and answers to those questions. Also attached is a copy of the sign in roster from the Pre Bid meeting conducted on April 2, 2018. A copy of this addendum must be signed and returned with your proposal.

**Question 1.** Is the Department open to other storage solutions, for example, On-Premise or Hybrid storage?  
*Answer: The City will consider all proposals.*

**Question 2.** How many shifts does the Department have per day? *Answer: There are 3 shifts.*

**Question 3.** How many officers per shift? *Answer: It varies, but use 60 per shift as a baseline planning factor.*

**Question 4.** What are the Departments video retention policies? How long is non-evidentiary/evidentiary video kept in active storage? How long is video kept in archive storage? *Answer: The Department requires a maximum retention of 65 years, felony's 25 years, misdemeanors 7 years and non-event for 30 days.*

**Question 5.** Will cameras be assigned or pooled? *Answer: Assigned*

**Question 6.** Will cameras be returned to the Department after the Officer's shift, or be taken home? *Answer: Turned in at the end of each shift.*

**Question 7.** Under section #11 of the RFP it discusses licenses. Can we send in licenses prior to our proposal or should we include them in our proposal? *Answer: Please include them in your proposal.*

**Question 8.** Does NLVPD has a specific date range you would like to run your product trial? If so, what dates do you prefer? *Answer: Specific dates unavailable at this time.*

**Question 9.** Should the docs upload data on their own without the requirement of interfacing with a computer? *Answer: Yes.*

**Question 10.** Does the Agency require a suite of mobile applications to be used in conjunction with the BWC's? Will the agency provide the mobile devices or should that be included in the proposal? Will the agency require a stand-alone application that allows an officer to take a photo, audio and video recordings in the field?  
*Answer: Optional but preferred.*

**Question 11.** Should the mobile application be accessed simultaneously with the BWC recording? i.e., can you record and watch a stream of the recording at the same time? *Answer: Optional.*

**Question 12.** Is there a minimum requirement for field of view (in degrees) for the proposed camera? Is there a requirement for multiple camera mounting options? *Answer: 1) 90 degrees is minimum but preferably higher. 2) Optional but preferable.*

**Question 13.** What metadata beyond officer name and date/time of recording does the agency expect to be added onto each file? What device does the agency anticipate to be used to add this metadata (i.e., mobile device, on MDT, in-car, or on computer at station? Would the Agency prefer a solution that eliminates the officers need to add this metadata through an integration with an existing system such as CAD or RMS? *Answer: GPS location-application generated, device identifier-application generated, case# - User tagged, event number preferably automated with CADS. 2). The wider range of devices the officers have available adds more efficiency and productivity in-house and in the field.*

**Question 14.** Is a minimum 30-second pre-event buffer required? If so, is it required on all resolutions, or simply in standard definition, throughout the entire shift? *Answer: 1) Yes 2) This is difficult to answer, does the BWC product have the intuitiveness to change resolutions based on no-use, power savings etc or is it manually set?*

**Question 15.** Does the Agency require a method by which the public can submit evidence? If so, would the Agency require one-to-one submission and/or community wide submission? *Answer: Optional*

**Question 16.** How many additional admin licenses will the agency need (for users who won't have BWC but will need to access the system for management/review)? *Answer: 7*

**Question 17.** Related to price, would the Agency be interested in a financing option? *Answer: The City will consider all proposals related to financing.*

**Question 18.** How many locations will the Agency anticipate for the uploading of BWC video? *Answer: Currently we anticipate 3 locations, but are interested in a system that will allow us to expand should we want to add more locations.*

**Question 19.** How many marked patrol cars does the Agency have? *Answer: 99*

**Question 20.** There are conflicting minimum qualifications listed in the RFP Minimum Qualifications and in Section 11.0 of the Considerations of Terms of Contract. One says the Proposer should have deployed a same or similar solution in two or more agencies with a minimum of 200 people, and the other says to provide three references with for a 450-plus BWC program. Please clarify. *Answer: We apologize for the confusion in the document. Please provide at least three references for a same or similar solution for a \$450-plus BWC program.*

**Question 21.** Page 12 of the RFP, "Additional Documents", refers to providing two references with knowledge of our debt history, with an emphasis on Golf Courses. Should we assume that is an error and should be replaced with "BWC Programs" versus "Golf Programs"? *Answer: Yes, we apologize for the administrative error.*

**Question 22.** Is 60fps a required or preferred capability and would the City provide reasoning? *Answer: The City would prefer a 60fps solution, however it is not required.*

**Question 23.** Page 23 of the RFP, under Attachment 1, section 3.0, Digital Application, would the City please clarify what other recording sources, and what other video formats it has in mind? *Answer: Standards are Mpeg-4, H.264 and H.265.*

**Question 24.** How is this being funded? *Answer: Combination of different funding sources.*

**Question 25.** What is the estimated cost of this effort? *Answer: This will be determined after proposals are reviewed and product field testing occurs.*

**Question 26.** When does the Department plan to award the contract for this RFP? *Answer: The City still needs to complete the evaluation process and product demonstrations before we select a vendor. The contract negotiations and City Council approval of the contract are estimated to be complete around August 1, 2018.*

**Question 27.** Does the City anticipate replacing its CAD System, RMS System, Evidence Management System, Gunshot Location System or Mobile/Portable Radio Systems soon, and if so, when? If not, are there any other technology solutions the Police Department is planning to procure in the near future, and what are they? *Answer: Yes, the City is currently in the process of upgrading Police core systems.*

**Question 28.** Regarding references, would it be acceptable to have more references with lower quantities? Can we still be considered if we don't meet the stated minimum qualifications? *Answer: The City will consider all proposals, regardless of the minimum qualifications or the proposer. Those stated qualifications are preferred but not mandatory.*

**Question 29.** In the attachment, items 2.13 and 2.15 are identical. Should we fill this out only once? *Answer: Yes, we apologize for the administrative error.*

**Question 30.** Can we get a word version of the attachments so we can more easily fill them out? *Answer: Yes, proposers should contact the RFP Manager, Paul Sikora for electronic copies of the forms.*

**Question 31.** Is a facial recognition capability required? *Answer: No, however the City will consider all proposals.*

**Question 32.** Are redaction services part of the package, or at an extra cost? *Answer: The City will consider all cost proposals provided to us.*

**Question 33.** Who owns the video content at the end of the contract period? *Answer: The City requires all content be returned to the City at the end of the contract period.*

**Question 34.** Does the City provide switches? *Answer: Yes.*

**Question 35.** What is the network bandwidth? And, the bandwidth between stations? *Answer: Network bandwidth is 10 gigs and 1 gig to the individual workstations.*

**Question 36.** Are there plans to have an in-vehicle video system in the future, and should proposals provide that option? *Answer: The City does not have in car video right now, but is interested in hearing proposals about those capabilities as it relates to body worn cameras.*

**Question 37.** Is Active Directory Integration required? *Answer: No, however the City will consider all proposals related to this item.*

**Question 38.** Would the City consider a "Cloud Solution"? *Answer: The City will consider cloud solutions as long as it's easy to manage. We will consider all proposals.*

**Question 39.** Are there any Skin Tone requirements? *Answer: No, however, if proposed, we expect good resolution.*

**Question 40.** Will the City consider proposals with eye-wear devices? *Answer: Yes, we will consider all options proposed to us.*



# EXHIBIT E

## **EXHIBIT E**

### **SAFETY REQUIREMENTS**

#### **General Safety**

Neither CITY nor its employees or agents shall be responsible for safety on the project site. It is the CONTRACTOR's obligation to provide and assure for a safe place for the performance of the Services. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with all Laws bearing on the safety of persons or property or their protection from damage, injury or loss. CONTRACTOR shall ensure that each of its own employees are fully informed concerning all safety, health, and security regulations pertaining to the Services.

The CONTRACTOR shall participate actively in the safety process by:

- Questioning any unsafe and/or unhealthy practice or condition.
- Reporting any unsafe conditions or practices discovered.
- Stopping any work activities believed to be an imminent danger.

#### **Badging/Access Control**

The CONTRACTOR shall comply with CITY facility access control procedures, including any background check requirements or other access requirements that are applicable to the CONTRACTOR's personnel performing Services at CITY facilities or having remote access to any CITY system, based on the CITY's policies and procedures in effect from time to time. If issued identification badges by the CITY, the CONTRACTOR personnel shall wear them above the waist, identifying them as CONTRACTOR employees. The CONTRACTOR shall limit travel on CITY premises and facilities to that necessary for performing the Services.

#### **Consultant Employee Personal Behavior**

- **Drugs and Alcohol:** Are prohibited while on duty. Reporting to work under the influence of drugs or alcohol, or bringing drugs or alcohol onto CITY premises, is sufficient cause for exclusion from CITY property.
- **Fighting, Horseplay and Practical jokes:** On CITY premises are expressly forbidden.
- **Harassment:** Any sexual harassment or harassment because of race, color, religion, age, gender, disability, national origin, sexual preference, or any other basis made unlawful by any Law is strictly prohibited.
- **Smoking:** Is permitted only in areas so designated by posted signs.
- **Hygiene:** Good personal hygiene is to be maintained by each CONTRACTOR employee(s) as a courtesy to CITY employees, and/or CITY customers they may encounter.

**Training**

The CONTRACTOR shall be responsible for safety training of all personnel who will have access to the work areas to meet all state, federal, and local and CONTRACTOR safety requirements. Training sessions in mutually accessible facilities shall be scheduled, operated, and maintained by the CONTRACTOR throughout the term of the Contract, if duration of the Services warrants.

**Subcontractors**

The CONTRACTOR shall ensure that its subcontractors meet the same safety and health requirements and provide the same information to the CITY representative as required of the CONTRACTOR.

**Injuries/Illnesses**

The CONTRACTOR shall report all work site accidents injuries, and occupational illnesses to the appropriate CITY representative as soon as possible. The CONTRACTOR representative shall forward a copy of the First Notice of Injury or Occupational Disease, to the City of North Las Vegas, Human Resources Department, as soon as possible.

**Accident/Incident Investigation**

CONTRACTOR shall conduct incident investigations to:

- Prevent further possible injury and property damage.
- Collect facts about the incident
- Prevent recurrence

Root-cause analysis should be performed to determine the root cause of incidents. Incidents to include accidents/incidents, injuries, illnesses, and near misses, must be reported to the CITY representative as soon as possible. All accidents/incidents must be reported to the CITY representative as soon as possible. An initial written report must be completed within 24 hours or the next business day, whichever is earlier and submitted to the CITY representative.

**Accountability**

Infractions of established safety rules, failure to follow safety instructions, actions that endanger anyone, disregard for CITY property or the property of others, failure to comply with posted signs or failure to take appropriate action where such action may be reasonably expected, are subject to disciplinary measures up to and including exclusion from contracting with the City of North Las Vegas.

EXHIBIT B

Quote

Please see the attached page(s).



# Quote

Utility Associates Inc  
 250 East Ponce De Leon Avenue  
 Suite 700  
 Decatur GA 30030  
 (800) 597-4707  
 www.utility.com

Customer	North Las Vegas NV Police
Date	3/18/2024
Sales Quote#	134185
Expires	5/17/2024
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

**Bill To**

North Las Vegas NV Police  
 2250 Las Vegas BLVD North  
 accountspayable@cityofnorthlasvegas.com  
 North Las Vegas NV 89030  
 United States

**Ship To**

Philip Karas  
 North Las Vegas NV Police  
 2266 Civic Center Dr  
 North Las Vegas NV 89030  
 United States

Item	Description	Quantity	Price Each	Amount
<b>Description</b>	<b>Base Services****</b>			
EOS-COM-H/S-5	EOS Camera and Mount,Rocket High Speed Mobile Communications Hub, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 6/1/2024 through 5/31/2029 (60 mos.)	139		\$818,089.98
	*Inv#27632 / SO# 14628			
EOS-H/S-5	EOS Camera and Mount, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 6/1/2024 through 5/31/2029 (60 mos.)	84		\$530,880.00
	*Inv#27632 / SO# 14628			
SWP-H/S-5	High-Speed Data Access Point, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 6/1/2024 through 5/31/2029 (60 mos.)	3		\$47,400.00
	*Inv#27632 / SO# 14628			

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Item	Description	Quantity	Price Each	Amount
EOS-H/S-5	EOS Camera and Mount, POLARIS SaaS, Warranty, and 24/7 Technical Support and training - The coverage period is 5/1/2025 through 5/31/2029 (49 mos.)	40		\$212,920.00
	*Inv#30437 / SO#18711			
SWP-H/S-5	High-Speed Data Access Point, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - The coverage period is 5/1/2025 through 5/31/2029 (49 mos.)	1		\$13,089.00
	*Inv#30437 / SO#18711			
EOS-H/S-5	EOS Camera and Mount, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - The coverage period is 5/1/2025 through 5/31/2029 (49 mos.)	40		\$212,920.00
	*Inv#33626 / SO#21067			

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United States

Item	Description	Quantity	Price Each	Amount
COM-H/S-5	<b>Rocket High-Speed Data Communications System, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - The coverage period is 6/1/2024 through 5/31/2029 (60 mos.)</b>	7		\$26,110.00
	<b>*Inv#43423 / SO# 43445</b>			
EOS-H/S-5	<b>EOS Camera and Mount, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 6/1/2024 through 5/31/2029 (60 mos.)</b>	21		\$132,720.00
	<b>*Inv#43628 / SO# 43544</b>			
SWP-H/S-4	<b>High-Speed Data Access Point, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - The coverage period is 2/1/2026 through 5/31/2029 (40 mos.)</b>	2		\$24,604.00
	<b>SO# 47074</b>			

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Item	Description	Quantity	Price Each	Amount
EOS-H/S-5	EOS Camera and Mount, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - The coverage period is 12/1/2024 through 5/31/2029 (54 mos.)	20		\$115,530.00
	Inv#44669 / SO#47499			
	***(18) of these devices are still in the box and will be used as spares going forward.			
Description	New UAI Capabilities ***** (Included in the Discount).			
BODY-BT-8000019V3	Media Controller - New Version*	236	\$165.00	\$38,940.00
CAD-I	CAD Integration	1	\$15,000.00	\$15,000.00
CAD-S-5	CAD Activation SaaS - 5 Years: The coverage period is 6/1/2024 through 5/31/2029 (60 mos.)	236	\$900.00	\$212,400.00

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Item	Description	Quantity	Price Each	Amount
<b>Description</b>	<p><b>Payments made to UAI over the life of this agreement:</b></p> <p><b>Payment 1 - Due NET 30 From Signature/ PO Issuance Date: \$321,682</b></p> <p><b>Payment 2: Due on June 1, 2025: \$321,682 - Subject to Annual Council and Budget Appropriations</b></p> <p><b>Payment 3: Due on June 1, 2026: \$321,682 - Subject to Annual Council and Budget Appropriations</b></p> <p><b>Payment 4: Due on June 1, 2027: \$321,682-- Subject to Annual Council and Budget Appropriations</b></p> <p><b>Payment 5: Due on June 1, 2028: \$321,682-- Subject to Annual Council and Budget Appropriations</b></p> <p><b>Total: \$1,608,410.00</b></p>			

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United States

Item	Description	Quantity	Price Each	Amount
Signature Line	Signature: _____			
	Name: _____			
	Date: _____			
	PO: _____			

<b>Subtotal</b>	\$2,400,602.98
<b>Discount</b>	(\$792,192.98)
<b>Subtotal</b>	\$1,608,410.00
<b>Sales Tax (%)</b>	\$0.00
<b>Total</b>	\$1,608,410.00

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