PROFESSIONAL CONSULTANT SERVICES AGREEMENT (TECHNOLOGY SERVICES)

WATCHGUARD VIDEO, INC.

WatchGuard Camera Systems

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and WATCHGUARD VIDEO, INC., a Delaware corporation authorized to do business in California (C4076333) ("Consultant").

1.   **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with WatchGuard Camera Systems ("Project").

2.   **Term**. This Agreement shall be effective on the date first written above and shall remain in effect for five (5) years from the date of execution of this Agreement, unless otherwise terminated pursuant to the provisions herein.

3.   **Compensation/Payment**.   Consultant shall perform the Services under this Agreement for the total sum not to exceed One Million Three Hundred Sixty-Seven Thousand Seven Hundred Forty Three Dollars and Thirty-One Cents ($1,367,743.31), payable in five (5) annual installments of twenty percent (20%) of total cost, each installment being Two Hundred Seventy-Three Thousand Five Hundred Forty-Eight Dollars and Sixty-Six Cents ($273,548.66) annually, in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4.   **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City of Riverside
Innovation & Technology Department
Attn: Christen Mitchell
3900 Main Street
Riverside, CA 92501

To Consultant

WatchGuard Video, Inc.
Attn: Brian Greene
415 E. Exchange Parkway
Allen, TX 75067

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5.   **Prevailing Wage**. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6.   **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7.   **Standard of Performance**. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8.   **Personnel**. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9.   **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10.   **Independent Contractor**. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's

employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11.   **Indemnification.**

11.1   **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2   **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3   **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers,

managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

    11.4 **Defense Obligation For Other Than Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

    11.5 **Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance.**

    12.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and type of required insurance policies and coverages herein may be

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modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended non-renewal or cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** See 12.6.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or

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loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

      12.6   **Technology Professional (Errors and Omission) Liability Insurance and Cyber Liability Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain and thereafter maintain during the term of this Agreement technology errors and omissions professional liability insurance as well as cyber liability insurance with limits not less than $1,000,000 per occurrence or claim, $3,000,000 aggregate, to protect the City from claims resulting from the Consultant's technology professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

      12.7.   **Cyber Liability Insurance**. See 12.6.

      13.   **Business Tax**. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

      14.   **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

      15.   **City's Right to Employ Other Consultants**. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

      16.   **Accounting Records**. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17.   **Confidentiality**.   All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator.   Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.   Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.   This provision shall survive the expiration or termination of this Agreement.

18.   **Ownership of Documents**.   All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City.   Consultant shall not release to others information furnished by City without prior express written approval of City.   This provision shall survive the expiration or termination of this Agreement.

19.   **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire.   If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.   This provision shall survive the expiration or termination of this Agreement.

20.   **Conflict of Interest**.   Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21.   **Solicitation**. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement.   For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee.   The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22.   **General Compliance With Laws**. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23.   **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24.   **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25.   **Termination**. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

        25.1   Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

        25.2   City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

                25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

                25.2.2 City decides to abandon or postpone the Project.

26.   **Offsets**. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27.   **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28.   **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29.   **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30.   **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31.   **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32.   **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33.   **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1   Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2   This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3   In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34.   **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

WATCHGUARD VIDEO, INC., a Delaware corporation authorized to do business in California

By: _____
City Manager

By: _____

_____
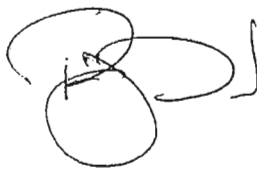
[Printed Name]
John Kedzierski
Senior Vice President

Attest:_____
City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

By:_____
Chief Financial Officer

_____

[Printed Name]
Rod J. McDonald
Assistant Secretary

Approved as to Form:

By: _____
Senior Deputy City Attorney

[Title]

EXHIBIT "A"

SCOPE OF SERVICES

[Exhibit "A" continues on following page]

EXHIBIT "A"

Schedule 1
Initial Services Statement of Work

Under the terms and conditions of the Services Agreement dated September 4, 2020, by and between WatchGuard, Inc., ("Service Provider") and City of Riverside for its Riverside Police Department (City), the Service Provider shall provide and deliver the Initial Services and Deliverables set forth below.

Provided Services:

WatchGuard, Inc., will provide to the City services resulting in the successful and satisfactory installation and configuration of the WatchGuard, Inc., 4RE High Definition In-Car Video System with Integrated V300 Wi-Fi and Evidence Library on-premise enterprise software. Table 1 lists the work required to complete a successful installation. The "Appendix A Reference Number" column represents the line item in which each party is responsible. If an "X" is listed under the "WGV" column, then WatchGuard, Inc., is responsible for that particular task. If an "X" is listed under the "Agency" column, then City is responsible for that particular task. Detail descriptions of each major section (indicated by **bold text**) are included in Appendix A, which is incorporated by reference.

Table 1. Work Breakdown Structure

Appendix A Reference Number	WGV	Agency	Short Description (See Appendix A for details on each item)
SVR-01		X	**Installation of Server Equipment/Server Rack**
SVR-02		X	Provide a suitable server rack
SVR-03		X	Mounting/racking the server
SVR-04		X	Connecting the server (power (connector), KVM, network cabling and switches, JBOD, UPS, etc.)
SVR-05		X	**Provide a physical or Virtual Server that meets the specified Server Requirements**
SVR-06	X		**Installation and configuration of Linux CentOS Operating System and disk storage systems**
SVR-07	X		Provide Operating System License
SVR-08	X		Install and configure Operating System (Includes current patches)
SVR-09		X	Setup and perform backups
SVR-10		X	Setup recommended disk configuration
SVR-11		X	Install and configure for remote access
SQL-01		X	**Installation of Microsoft SQL Server**
SQL-02		X	Provide SQL Server Licenses
SQL-03		X	Install and configure SQL Server
SQL-04		X	SQL Backup and Maintenance plan
SQL-05		X	Setup SQL Instance (if shared database server),

EL-01	X		**Installing and configuration of Evidence Library**
EL-02	X		Install and configure Base Software
EL-03		X	Add Security Groups
EL-04	X	X	Configure Evidence Library
EL-05	X	X	Install and configure Upload Servers (if used)
EL-06	X	X	**Installation of Evidence Library Clients on Agency's computers**
EL-07		X	Provide client computers that meet client Hardware and Software requirements.
EL-08		X	Connect computers to Agency Network and Active Directory Domain
4RE-01	X	X	**Configuring available 4RE DVR units**
4RE-02	X	X	Create Configuration USB
4RE-03		X	Configure Each DVR as installs are completed
4RE-04	N/A	N/A	Change DVR IP configuration (if required)
4RE-05	N/A	N/A	**MDC Application (if required)**
4RE-06	N/A	N/A	Provide client computers that meet client Hardware and Software requirements for the MDC Application.
4RE-07	N/A	N/A	Install and configure MDC application on each computer.
4RE-08	N/A	N/A	Setup or configure in-car network for DVR to Computer connectivity which includes modifying Computer policy systems (i.e. NetMotion)
4RE-09	X		**4RE System In-Car Installation - Innovative**
4RE-10	X		**4RE Interview Room setup - Vertex**
V300-01	X		**Configuring available V300 body worn cameras**
V300-02	X	X	Create Configuration
V300-03	X	X	Configure Each V300 body worn camera
V300-04	X	X	Install/Configure Smart PoE Switch in Vehicle (if applicable)
V300-05	X	X	Install and Configure Transfer Station (if applicable)
TEST-01	X		**Finish Testing Function of WatchGuard system**
TEST-02	X		Complete Test checklist
TRAIN-01	X		**Training**
TRAIN-02	X		4RE DVR Installation Training
TRAIN-03	X		4RE and V300 WiFi End User Training (Officers)
TRAIN-05	X		Evidence Library User Training (Officers/Supervisors)
TRAIN-06	X		Evidence Library Administrative Training
Close-01	X	X	**Project Sign-Off**

Exhibit A - Appendix A

Scope: This document covers the "Statement of Work" for deploying the Evidence Library on-premise enterprise software which includes:

- V300 Body Worn Cameras
- 4RE In-Car DVR System
- Wireless Video Transfer networking car components
- Interview Room DVR System

SVR-01-05 Server Hardware and Software

City of Riverside ("City" or also referred to as "Riverside PD" or "RPD") will be responsible for providing a suitable virtual server and storage for the Evidence Library installation.

An upload appliance is required to push the video events from the vehicles that connect via AP to the WatchGuard application server if there are substations that are not connected via gigabit link to HQ. The upload appliance functions as a store and forward server to pull video from the cars and trickle the video to the main server as connectivity allows.

- Riverside PD will be supplying their own Upload Appliance if required.
- WatchGuard highly recommends that a physical upload appliance be plugged into a UPS device that is rated to maintain power to the server and all peripherals in case of a power outage.
- WatchGuard will install the required software for the upload service if needed

The server can be a physical standalone server or installed in a virtual environment. The following is a specifications list for the WatchGuard Upload Appliance for reference.

Typical Usage:	Up to 60 Concurrent In-Car and Body Worn Connections.
Chassis:	1U Rack Mounted Chassis, Dual Power Supply
Motherboard:	SM X11SSH-LN4F SOC 1151 C236 64G 4XGBE I210-AT 8XSATA3 M.2
Processor:	Intel XEON E3-1225V6
Memory:	16GB (2x8GB), DDR4 2400 ECC
Hard Drives (Boot):	2x256GB SSD, 6GB/s , RAID 1 array, 256GB usable
Video Storage:	4-4TB Hard Drives, 7,200 RPM Enterprise, RAID 10 array, 8TB usable.
Drives and Peripherals:	ASUS 24X DVD-RW Optical Drive
Network Interface:	Integrated Dual-Gigabit LAN
Graphics:	Standard Integrated graphics
Operating System	Microsoft Windows 10 IOT Enterprise
Standard Warranty	5-Year Full Service (On-Site or reimbursed) Warranty

SVR-06- Operating System
WatchGuard will supply and install the CentOS v.7 operating system

SVR-07-Operating System License Key
WatchGuard will supply the CentOS v.7 licenses as required

SVR-08-Operating System Maintenance

WatchGuard will contact the City of Riverside if there is a significant operating system update or software patch that will be required. The version of CentOS v.7 WatchGuard is using should not require regular patching and updates.

SVR-09-Install Remote Access tool

RPD will configure secure remote access for WatchGuard.

SQL-01-Microsoft SQL Server for Windows or Linux (Full Version only – cannot use Express version)

SQL-02-Provide License Key
- The City of Riverside will be utilizing an existing Microsoft SQL Server 2019 database server and is responsible for licensing and installation.
  - SQL Server 2019

SQL-03- Install and Configure SQL Server:
- City of Riverside is responsible for this and it is already available for this project.

SQL-04- Setup SQL Backup and Maintenance Plan:
- WatchGuard recommends that a SQL Maintenance Plan is setup to back up the following Databases every day. Avoid backup at the same time as the Evidence Library purge/cleanup schedule.
  - master
  - WGEvidenceLibrary

SQL-05-Special Considerations:
- If using a preexisting SQL server, WatchGuard recommends that the WGEvidenceLibrary database be put on a separate SQL instance.
  - The **Instance Configuration** screen allows the installer to specify the name of the SQL instance and the instance file path (where the actual database will be stored). The default (non-named) instance is MSSQLSERVER. If a "Named instance" is used, it must be referred to explicitly (ServerName\NamedInstance) during all Evidence Library component installations.

EL-01-Installing and Configuring Evidence Library

Evidence Library will be Installed locally on virtual servers provided by the City of Riverside. The software installation and initial configuration will be performed by WatchGuard.

The following items are asked to be completed:

- Required Global Security Groups have been created in Active Directory and the user groups have been populated with at least some of the users that will be using the software.
- Any systems designated as Upload Appliances are online and meet the minimum requirements for that role.

EL-02- Evidence Library

WatchGuard will install the Evidence Library application software while onsite.

EL-03-Active Directory Security Groups

The IT Point of contact can either create or use existing AD security groups for the Evidence Library application to set permissions (e.g., Officer's AD group has permission to View video, but cannot make copies of video. Supervisors AD group has permission to view all video and can make copies of video.).

EL-04-Configure Evidence Library Settings

- Configure the Evidence Library application for use
- Create configurations for vehicles and body cameras
- Set all automatic retention policies on evidence and setup the cleanup interval

EL-05-Remote Upload Appliance

Install the services and software necessary to receive video evidence from vehicle DVRs at a remote, well-connected location.

EL-06-Installation of Evidence Library Transfer Agent on Agency Workstations

Party will be responsible for installing the Evidence Library Transfer Agent on specified computers. This is needed if it is desired to upload BWC video on from a USB connected dock.

The Transfer Agent can be installed remotely with SCCM or other like software. *Contact Project Manager or WatchGuard Support representative to verify the instructions below are up to date*:

Transfer_Agent.exe (installed with EI website) is a wrapped version TransferAgent, TransferService and V300Driver with install choices embedded.

It only accepts a /Q switch for unattended install

TransferAgent.exe (also included on ISO) has TransferService and V300 Driver as pre-requisites, which limits our ability to control their behavior.

TransferAgent accepts the following parameters

/s   which silently installs V300 driver and transfer service (only valid if upgrade or TransferService registry is pre-populated as below)

CL_HOST_SERVER=computer name   (default 'localhost' if Host service detected) computer name where Host service is installed

CL_INSTALLDIR=directory   (defaults to C:\Program Files (x86)\WatchGuard Video\) Installation directory

CL_OPERATIONS_DIRECTORY=directory   (defaults to C:\WatchGuardVideo\)

CL_STS_SERVER=computer name   (default 'localhost' if STS service detected) computer name where STS

/qb   quiet basic interface (skipping user inputs with progress bar)

/qn   quiet no interface

/l*v drive:\directory\file.log   manually specify install log location defaults to

Examples:

Minimum silent install command line (only useful for upgrades or if registry pre-populated with answers) :

TransferAgent.exe /s /v/qn

All Parameters:

TransferAgent.exe /s /v/"qn CL_HOST_SERVER=localhost CL_STS_SERVER=localhost" /v"CL_INSTALLDIR=\"C:\Program Files\WGV\\"" /v"CL_OPERATIONS_DIRECTORY=\"C:\WGV\\""

TransferService.exe (as a pre-req of TransferAgent) can only be configured at install through the use of 32-bit registry keys

[HKEY_LOCAL_MACHINE\SOFTWARE\WatchGuard Video\Transfer Service]

"STS_SERVER"="JSAVONAWIN7VM"

"HOST_SERVER"="JSAVONAWIN7VM"

"WEB_API_PORT"="9034"

"UI_URL"=https://jsavonawin7vm.watchguardvideo.local

Please note if you are directly entering into registry on 64-bit systems root key changes to

[HKEY_LOCAL_MACHINE\SOFTWARE\Wow6432Node\WatchGuard Video\Transfer Service]

Instructions for rebuilding **Transfer_Agent**.exe on webserver for changes to certificate either 1) or 2) below

1) Re-generate Transfer_Agent.exe package with updated certificate.
a) Copy new certificate to C:\ProgramData\WatchGuard Video\EvidenceLibraryWeb.cer (on Web server)

b) Run "C:\Program Files\WatchGuard Video\Evidence Library Web\WebRoot\Client\buildTA.cmd" 1 (from admin command prompt on Web server)

c) For deployment run new Transfer_Agent.exe /Q

--OR--

2) Use TransferAgent.exe from ISO after pre-populating answers in registry.
a) Create reg file with answers for Transfer Service. (or re-use existing C:\Program Files\WatchGuard Video\Evidence Library Web\WebRoot\Client\TransferAnswer.reg)

Windows Registry Editor Version 5.00

[HKEY_LOCAL_MACHINE\SOFTWARE\WatchGuard Video]

[-HKEY_LOCAL_MACHINE\SOFTWARE\WatchGuard Video\Transfer Agent]

[HKEY_LOCAL_MACHINE\SOFTWARE\WatchGuard Video\Transfer Service]
"STS_SERVER"="JSAVONAWIN7VM"
"HOST_SERVER"="JSAVONAWIN7VM"
"WEB_API_PORT"="9034"
"UI_URL"=https://EvidenceLibrary.watchguardvideo.local

b) Deploy reg answer file to target machine (unneeded if upgrading a previous installation of EL4 Transfer Agent)

reg.exe IMPORT TransferAnswer.reg /reg:32

c) Add cert to target machines (certutil -addstore "Root" EvidenceLibraryWeb.cer) or use group policy...

d) Deploy TransferAgent.exe /S /V"/qn /l*v %TEMP%\WatchGuard_Video_Transfer_Agent.log"

EL-07-Minimum Workstation Hardware Requirements

Verify the following minimum hardware requirements for a good user experience:

- i3 or comparable or faster processor
- 4 gigabyte (GB) or more of RAM
- 250 GB gigabytes (MB) or more of available hard disk space
- DVD-RW optical drive (if exporting to a DVD disc)
- 1 available USB 2.0/3.0 port (for connecting USB dock if desired)
- Super VGA video adapter capable of 1024 x 768 resolution or higher
- 100 Mbps Network Card or better (gigabit 10/100/1000 preferred)

Workstation OS & Browser Requirements

Verify the following operating systems is installed on the workstation(s):

- Windows 10

Verify one of the following browsers is installed on the workstation:

- Google Chrome
- Internet Explorer 11
- Microsoft Edge

AP-01-Access Points

The City of Riverside is currently using HP/Aruba wireless access point products. The City of Riverside will provide the SSID and PSK required for the video upload connectivity.

AP-05-Access Point and Radio Configuration

AP-06- Provide Access Points

Provide Access Points that can communicate with the specifications below:

AP-07- Configure Access Points:

- Recommended Access Point configuration:
  - o Hidden SSID

- o WPA2 – AES Security
- o Complex Pre-shared Key (PSK)
- o Separate or Vlan Agency specified wireless network (e.g. 192.168.22.X/24) to keep video upload traffic separated from normal agency traffic
- 802.11n 5Ghz connectivity for compatibility with the in-car radios.
- Please ensure the following ports are not blocked anywhere from the AP connection to the WatchGuard server:
  - o 5001
  - o ICMP (ping)
  - o 21
  - o 20

AP-08- In-Car Wireless Radio

- The in-car radios are normally setup to pull a DHCP address from the AP. If this is not acceptable the IT department will need to let WatchGuard know ahead of time so that the radio configuration can be changed and programmed before the equipment is shipped out.
- For a complete configuration guide, please contact WatchGuard Video Customer Service, or contact an IT person with knowledge on configuring the MikroTik wireless radios with the WatchGuard Video DVR.

4RE-01-Configuring 4RE DVR units

Prior to first use, each 4RE DVR must be configured. This process involves adding each vehicle to Evidence library, generating a configuration file and deploying this configuration to the DVR using a USB drive. This process is generally shared between the Evidence Library administrator or Fleet Manager Role and the vehicle installer. If On-site services are purchased the technician will assist in creating the Vehicles in Evidence Library from an agency provided list and create the USB Configuration drive for the installer/department to use.

4RE-02-Create a Configuration USB

- Adding Vehicle to Evidence library
  - o Vehicles are added to Evidence Library by an administrator or user with the Device Management role.
  - o Open Device Management and select Edit configuration
  - o Click the All Vehicles Node and select New to add a new vehicle.
  - o Enter in a "Vehicle ID" (unique name that easily identifies each vehicle)
  - o Select the appropriate "Configuration" Group
- Generating a USB configuration drive
  - o Open Device Management and select Deploy Configurations Manually
  - o Select the Vehicles to be configured or use the Select All function

        ○   Click the Export Configuration button and select a USB drive

4RE-03-Configure 4RE DVR's

        ○   Press and hold the STOP button for 3 seconds to safely eject the current USB drive.

        ○   Open the USB vault, remove the USB drive and place the USB Configuration drive in the unit

        ○   On the display select the correct Vehicle ID and press the LOAD button

        ○   Replace the original USB drive and close the vault

        ○   Power cycle (reboot) the DVR

- Test configuration
  - ○ Confirm that the agency name appears in the bottom right corner of the display
  - ○ Press Menu and select Officer and verify that an appropriate list of officers is displayed
  - ○ Configure the DVR's as they are available

4RE-04 Change IP Address on DVR (if applicable)

In some instances the DVR IP address parameters may need to be changed from the default settings. When this is required a detail list of assigned addresses will be created and provided to the Agency along with instructions on how to manually change these parameters.

The default IP address of the DVR is
10.1.100.20
255.0.0.0
10.1.0.1

The secondary IP standard is:

10.1.100.20
255.255.255.0
10.1.100.1

4RE-10-Interview Room

Vertex has been contracted to install the interview room video wiring (RG59 recommended), audio wiring (shielded recommended), cameras, microphone(s) and 4RE hardware.

Each interview room 4RE system will need the following:

Soft items:

1. IP address (static is preferred), Subnet mask and Gateway sufficient to route the video data from the DVR to the WatchGuard Evidence Library server

Physical items:

1. Ethernet connection on a 100 Mbps network or better (4RE must be able to connect to the same network where the Evidence Library is hosted)
2. Physical location to house the 4RE dvr, 4RE display, power, microphone(s) and camera(s) wiring

TEST-01- Test Function of WatchGuard system

Test functions of the V300 and Evidence Library system.

TEST-02-Checklist

	Test 4RE USB upload to server via Import Scanner on remote PC client
	Test 4RE Wireless upload to server
	Test Evidence Library Client Audio (Cabin microphone)
	Test Evidence Library Client Audio (Wireless microphone)
	Test wireless configuration changes
	Create a "Test" Case in Case Management
	Test Distributed Multi-Peer recording
	Test V300 Wireless upload to server
	Test V300 video upload to server via USB dock and/or V300 Transfer Station
	Validate V300 has the correct configuration applied
	Test Evidence Library WEB Client Login
	Test Evidence Library WEB Client Video playback
	Test Evidence Library WEB Client Audio
	Test Exporting Evidence Library video to USB
	Test Exporting Evidence Library video to CD/DVD

TRAIN-01-Training

WatchGuard Video provides training on the Evidence Library and V300 cameras. Online Training is covered while the customer is under warranty. Contact the WatchGuard Video Project Manager to setup online training for your agency.

TRAIN-02-4RE End User Training (Officers)

WatchGuard Video will provide training (if needed) to parties who will be using the 4RE and V300 cameras. This will cover how to use the system on a daily basis and how to get through a shift using 4RE and V300. Online Training is also available.

This onsite training can be completed in the following scenarios:

- 4RE Basic   15 minutes
- 4RE Full   1 hour

TRAIN-03-Evidence Library User Training (Officers/Supervisors)

WatchGuard Video will provide training (if needed) to parties who will be using the Evidence Library system on a computer. This will cover how to use the system on a daily basis, view video and make copies, make necessary changes in the system. This onsite training is typically 1 hour.

TRAIN-04- Evidence Library Administrative Training

WatchGuard Video will provide Administrative training to parties who will be using the Evidence Library on a computer. This will cover how to use administrative functions: Setting up permissions, set video retention policies, applying new configurations, and other management functions of Evidence Library. This also includes design, troubleshooting, and hardware knowledge transfer to the City of Riverside staff: In-Car Installation Review, Interview Room Installation Review, and upload appliance and wireless communication review. This onsite training is no longer than 3 hours, but typically can be completed in 1-2 hours.

EXHIBIT "B"

COMPENSATION

Payment Schedule:
WatchGuard, Inc., will demonstrate to City of Riverside ("City" or "RPD"), through testing and demonstrations, that the 4RE and V300 WiFi solution, and all its related components and software, are fully functional and representative of the products and services represented by WatchGuard, Inc. WatchGuard, Inc., represents that it has the skills to perform the services required and will invoice City according to the attached Price Quote dated August 20, 2020.

The City of Riverside will pay Service Provider in five (5) annual installments of 20% of total cost, $273,548.66 annually. RPD will provide formal approval of all milestones. Milestones will be completed once RPD approval occurs. After receiving milestone completion Service Provider will invoice RPD. Within thirty (30) days of review and approval of Service Provider's invoice, detailing the Services rendered, time spent and fee, RPD will process payment. Good faith billing disputes shall not justify non-performance of any obligations under the Agreement. Year 1 payment is due upon agreement execution.

Project Milestones:

Milestone	Name
Milestone 1	Receipt of all VISTA HD Cameras, V300, Body Worn Camera, Batteries, Transfer Station Kits, Power and USB Cables, integrated 200Gb automotive grade hard drive, ZSL camera, 16Gb thumb drive, rear facing cabin camera, GPS, hardware, cabling and mounting bracket.
Milestone 2	Delivery of software, licensing, and services for Evidence Library 5 Web Server, license keys, and fully functioning Evidence Library 5 platform.
Milestone 3	Completion of Integration of CAD-RMS Package.
Milestone 4	4RE Body Worn Camera System Installation, Configuration, and Testing. Testing will include RPD user acceptance testing as well as technical demonstrations of capabilities required by WatchGuard.
Milestone 5	4RE Body Worm Camera system go-live and post-go-live system support.
Milestone 6	4RE System Installation, In-Car, System Setup, Existing System Removal, Configuration, Wireless Video Transfer and Networking, and Testing. Testing will include RPD user acceptance testing as well as technical demonstrations of capabilities required by WatchGuard.
Milestone 7	Interview Room Installation. 4RE Interview Room Camera System. Includes two covert cameras, microphone, DVR, 200GB hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software.
Milestone 8	Successful system go-live and four weeks of post-go-live system support.

<u>Project Completion, Sequent Payments, Warrantee:</u>

The City of Riverside Police Department will provide formal approval of project completion, which will occur after the delivery of all milestones above. Payments for Years 2 through 5 will be due on the one-year anniversary of year 1 payment, with exception to a special provision for year 2 payment. Year 2 payment will be due upon the later of the one-year anniversary of year 1 payment, or project completion. The 5-Year warrantee period for equipment will begin upon production service date. This can occur in stages, specifically with components detailed in Milestones 5, 6, 7, and 8.

<u>Annual Device, License Fee, and Support Services after 5-Year Term:</u>

After initial 5-year term, the City will be responsible annual device, license fee, and support services. Baseline cost is detailed in the 4RE/VISTA Price Quote and any increases, after included initial 5-years, will be no more than 3% annually.

Annual Device and License Fee provides the City of Riverside access to the latest software versions of WatchGuard solution, as developed in the future. It also includes WatchGuard certification services for WatchGuard required third-party software. This service will insure, for the WatchGuard solution version(s), available to Riverside under available versions provided by this license, no third-party components will require end-of-life software. This includes certification for Windows, Window Server, Microsoft SQL Server, and Linux components of the WatchGuard platform, during the life of the contract.

[Exhibit "B" continues on next page]

WATCH GUARD

4RE/VISTA Price Quote

CUSTOMER: City of Riverside

SALES CONTACT: Brian Greene
brian.greene1@motorolasolutions.com

ATTENTION: Eric Detmer

PHONE:

951-826-5902

TOTAL PROJECT:
$1,367,743.31

Please note: All shipping costs are included

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	200.00	$995.00	$300.00	$139,000.00
VIS-300-VTS-KIT	V300, Transfer Station Kit, D350, 8-Slot Upload Station, 10GB, Incl. Cables and Power	15.00	$1,495.00	$470.00	$15,375.00
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	303.00	$95.00	$30.00	$19,695.00
4RE-STD-GPS-RV2	V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the V300 Continuous Use Wearable Camera with 12 hours continuous HD recording, one camera mount, 128 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	100.00	$5,550.00	$1,300.00	$425,000.00
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	300.00	$450.00	$250.00	$60,000.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL5-SRV-001	Evidence Library 5 Web Server Site License Key	1.00	$1,000.00	$0.00	$1,000.00
SFW-4RE-DEV-FEE	Evidence Library 5, 4RE Annual Device License & Support Fee	500.00	$195.00	$98.00	$48,500.00
SFW-BWC-DEV-FEE	Evidence Library 5, VISTA/V300 Annual Device License & Support Fee	1500.00	$195.00	$98.00	$145,500.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	100.00	$0.00	$0.00	$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	100.00	$100.00	$100.00	$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	100.00	$200.00	$125.00	$7,500.00

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Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	100.00	$325.00	$163.00	$16,200.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	100.00	$450.00	$225.00	$22,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$7,300.00	$7,300.00	$0.00
					$900,270.00

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-4TH	Warranty, V300, 4th & 5th Year	300.00	$450.00	$0.00	$135,000.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-4RE-DEV-FEE	Evidence Library 5, 4RE Annual Device License & Support Fee	15.00	$195.00	$0.00	$2,925.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	100.00	$200.00	$200.00	$0.00

4RE Interview System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes two covert cameras, microphone, DVR, 200GB hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software.	3.00	$5,195.00	$400.00	$14,385.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	100.00	$200.00	$200.00	$0.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	6.00	$250.00	$250.00	$0.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	3.00	$0.00	$0.00	$0.00

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-E01	Software, REDACTIVE(sm), Enterprise User License, Rev 3.0	1.00	$5,995.00	$0.00	$5,995.00
WAR-WGR-MNT-3YR	REDACTIVE(sm), Software Support & Maintenance, 3-Year Bundle	1.00	$2,795.00	$0.00	$2,795.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-VID-REM-100	Video System Removal (Per Unit Charge)	100.00	$100.00	$0.00	$10,000.00

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SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	100.00	$600.00	$0.00	$60,000.00
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	$2,500.00	$0.00	$2,500.00
SVC-4RE-ONS-200	Additional Location, 4RE System Setup, Configuration, Testing and Training (WG-TS)	2.00	$500.00	$500.00	$0.00
WCM000111-010	5YRS Integration, CAD-RMS Package, Annual/Device (400 Devices x 5YRS)	5.00	$48,000.00	$24,000.00	$120,000.00
INT-ROM-IST-001	Interview Room Intallation	3.00	$1,250.00	$0.00	$3,750.00
Freight	Shipping/Handling and Processing Charges	1.00	$75.00	$0.00	$75.00
					$357,425.00

Tax:	$110,048.31

Configuration Discounts	$709,440.00
Additional Quote Discount	$0.00
Total Amount	**$1,367,743.31**

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

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EXHIBIT "C"

KEY PERSONNEL

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