



COPY

02/15/2023

Sheriff Elmer Tanner
Navarro County, TX Sheriff's Office
312 W. 2nd Ave
Corsicana, TX 75110

Dear Sheriff Tanner,

Utility Associates, Inc. (UA, herein) is honored that your Department is considering our Company to provide its Officers with the EOS 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 Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the service agreement that The Navarro County Sheriff's Department intends to enter into with our Company:

1. Services Pricing Proposal:

- a. Vehicle video & communications systems to support a total of 49 Deputies and 31 Sheriff vehicles
- b. Period of agreement = Three (3) years from date of authorized signature ✓
- c. Total system price: covering the scope and quantities specified in this offer for service - Includes all hardware, software licenses, BodyWorn EOS generated data storage/retrieval, warranty, support, for a period of Three (3) Years for: \$525,000.00
- d. Attachment A - RFP outlines the details of the services pricing proposal, with part numbers and associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Three (3) years, each system will include the following:

Rocket IoT Vehicle Video/Communications/Camera triggers - Includes Polaris SaaS, Training and Configuration, Warranty and Technical Support with Unlimited EOS Generated Video Storage and Download.

Every Deputy (Qty. 49) will be equipped with the following:

- a. One (1) BodyWorn™ EOS Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth BodyWorn EOS Wrist/Belt Trigger
- d. CAD Activation
- e. \$200 Uniform Allotment, Towards Any Combination of New BodyWorn EOS Ready Uniforms, per BodyWorn EOS Camera Purchased - (Allotment May Not be Applied to Any Other Products or Services and is surrendered if not used within 90 Days from Date of Purchase)
- f. Five (5) Retrofits of Existing, Standard Uniform Garments, to BodyWorn EOS Ready Status, per BodyWorn EOS Camera Purchased – See Section 1.1.6 of the Service Level Agreement, for Definition of Standard Uniform

- g. Polaris Video Management Software and Mapping Interface License
- h. Unlimited BodyWorn EOS Generated Download & Storage – Based on Department's Retention Policy
- i. Smart Redaction Software License
- j. Installation and Training – Onsite and Online Training Included
- k. Full Warranty
- l. 24/7 Technical Support for the Life of the Contract (36 months)

Every Vehicle (Qty. 21) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front and Rear HD Cameras
- d. Setup of Rocket IoT Control Interface through Vehicle MDC (validate)
- e. Installation, Validation, and Configuration
- f. Full Warranty
- g. 24/7 Technical Support for the Life of the Contract (36 Months)

Additional Vehicle (Qty. 10) will be equipped with the following:

- a. Rocket IoT Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front and Rear HD Cameras
- d. ALPR Cameras and ALPR Hardware Bundle
- e. Tablet Video Interface
- f. Setup of Rocket IoT Control Interface through Vehicle MDC
- g. Installation, Validation, and Configuration
- h. Full Warranty
- i. 24/7 Technical Support for the life of the Contract (36 Months)

Agency will receive

CAD Integration

3. Additional Units – Post agreement execution: Additional units, outside the scope of this offer, are subject to price increases, and will be quoted separately as requested of UA personnel
 - a. Additional services quoted subsequent to this offer for service are quoted in 3-year increments
 - b. Services added, will extend the effective life of the original agreement to the end term of the most recent services contracted, regardless of quantities secured

4. Installation Services: Outside the scope of this offer, any Additional Units will be Subject to the Following.
 - a. Daily rate charges of \$1,750/day are applied at a minimum of two (2) days for installs of less than ten (10) vehicles, per scheduled visit.
 - b. A charge for deinstallation of competitor equipment is assessed at a minimum of \$100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.

- c. On average, one (1) UA Field Engineer is capable of 2-3 Installations of basic RocketIoT In-car systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive in order to avoid any additional fees.
- d. Contract services begin upon receipt of hardware. This agreement requires that the customer be capable of receiving hardware within 4-6 weeks of contract signing.
- e. Customer agrees to maintain all hardware in a secure storage area until time of installation is coordinated by UA project management

5. 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 a Deputy(s) is/are on duty.
- b. Details of the SLA are provided in Attachment (B).

6. Terms and Options for Payment of Services: In consideration of the potential partnership between UA and the Navarro County, TX Sheriff's Office we would like to extend the following special payment terms for a three-year service term with two single year options.

Up Front Payment Option:

Installment Payment Option:

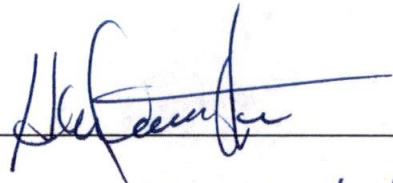
Payment 1: Paid Upon Signature of Offer Letter	\$210,000.00
Payment 2: Paid Upon Year 2 Anniversary of Signing	\$157,500.00
Payment 3: Paid Upon Year 3 Anniversary of Signing	\$157,500.00
3 Year Total:	\$525,000.00

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: 317-457-1577 Email: Mosborn@utility.com

Respectfully,

Mark Osborn, Business Manager

Offer Acceptance by Authorized Official:



Title:

NAVARRO County Judge

02/15/2023

Date:

cc.

Client Service Agreement

INTRODUCTION

This service agreement describes the levels of service that the Navarro County Sheriff's Office, Navarro County, Texas ("Client") will receive from Utility Associates, Inc. ("UA" or "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 Client's duties and obligations as a law enforcement agency.

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 ("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 to fulfill essential functions of the Client's office.

SCOPE

Parties

This Agreement is between:

The Client:	The Supplier:
Navarro County, Texas, providing services to the Navarro County Sheriff's Office	Utility Associates Inc.
312 W 2 nd Ave Corsicana, TX 75110	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Client Contact: Chief Deputy Morris Steward 903-654-3002 msteward@ncsotx.org	UA Key Contact: Amanda A. Havice 800-597-4707 contracts@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 this service agreement and will run for the term of the Agreement plus any extensions of such Agreement.

It may be revised at any point by mutual written agreement, including 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 EOS Camera	Qty 49 Supplied by Utility	1
Bluetooth Controller	Qty 49 Supplied by Utility	2
BodyWorn EOS Ready Uniforms	\$200 Allotment Towards any Combination of New BodyWorn EOS Ready Uniforms, per Body Camera Purchased with a Multi-Year Service Agreement	3
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) to BodyWorn EOS Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
Polaris	Qty Unlimited Licenses Supplied by Utility	1
RocketIoT In-Car Video	Qty 31 Supplied by Utility	1
ALPR Hardware Bundle	Qty 10 Supplied by Utility	1
CAD Integration	Qty 1 Supplied by Utility	2
CAD Activation	Qty 49 Supplied by Utility	2
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

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, and
- 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. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- 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 of the Client.

This Agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's reasonable control. See Section 9.5 below.

Regardless of the circumstances, the Supplier 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 IT system used by the Client. This Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained 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; and
- Maintain good communication with the Client at all times.

Client Responsibilities

The Client will use the Supplier-provided IT system as intended.

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 this 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; and
- 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

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA 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 UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

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

Item Priority	Fatal	Severe	Medium	Minor
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, UA 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 Polaris, “Vehicle Diagnostics”, and “RFID Tracking” and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the “Service”. Subject to Client’s payment of the applicable fees and Client’s compliance with the terms of this Agreement, Client, its affiliates and its and their employees (“Licensed Users”) shall have the right to access and use the Service solely for Client’s and its affiliates’ internal business purposes. UA will issue to one Licensed User (“Client Administrator”) an individual login identifier and password (“Administrator Login”) for purposes of administering the Service. Using the Administrator’s Login, the Client Administrator shall assign each Licensed User a unique login identifier and password (“User Login”) and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client 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 login 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. 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 Client and/or its Licensed Users are in material breach of this Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client 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 Client 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 Client 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 Client is using under this Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients 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.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client 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 Client or Client'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 Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client 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 Client satisfying its obligations herein, UA guarantees that the Service will be available to Client 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 Client 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.

1.1.6 Uniforms. UA's BodyWorn EOS Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn EOS camera purchased, will be modified to BodyWorn EOS ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

- (i) Duty shirts (long or short sleeve);
- (ii) Soft outer carrier vest; and
- (ii) Standard soft-shell jacket.

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn EOS ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts;
- (ii) Commando style sweaters;
- (ii) Tactical vest or outer plate carriers; and
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn EOS standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.
- (iv) Annual Warranty and Support Fee of \$300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of BodyWorn EOS ready uniform retrofitting.

1.2.1 Uniform Retrofit Pricing Schedule. Prices effective May 2021.

a. BodyWorn EOS - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn EOS Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, BodyWorn EOS Ready	\$23
Blauer 343, 343R	Traffic Safety Vest, BodyWorn EOS Ready	\$23

Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn EOS Ready	\$23
Spiewak	Carrier Vest Mount, BodyWorn EOS Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. BodyWorn EOS **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

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 Client's payment of all applicable Fees, UA hereby grants to Client 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 Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, 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 Client's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Client. In order to use the Service, the Client

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. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client 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 to 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.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Client is still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client 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.

3.3 Non-Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the Client under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. UA shall have no right of action against Client in the event Client is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years and Client exercises Client's termination right by notice to UA as provided in section 8.1 of this Agreement. In the event that Client is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, Client, at its sole discretion, may provide funds from a separate source or may, terminate this Agreement by written notice to Lessor under Section 8.1 Client will make all reasonable efforts to secure funding for its obligations hereunder for the term of the Agreement.

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 Client returns to UA during the period of the initial term of the Agreement. All equipment

issued, including BodyWorn™ EOS 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. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. 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 malicious intent, neglect, accident, improper installation by a non-authorized 3rd 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 the uniform that result from normal wear and tear.

4.2 UA and Client 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 provide Client, as Client'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. Client represents and warrants to UA that Client 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. Client 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. Client 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, Client 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. Client 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. Client ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. Client

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 Client RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, 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 Client's NEEDS.

4.5 Retention of Utility Generated System Media. The standard retention period for unclassified videos is twelve (12) months. The responsibility of video classification remains with the Client, for the duration of the Agreement term. Exceptions to this retention period will incur a separate rate charge to the overall Agreement, regardless of when said requests for adjustment are made.

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 Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, 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 Client 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 Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client 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 Client without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Client 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 Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client 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 Client 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 Client shall certify in writing as to its compliance with the foregoing. Client 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. Client 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, Client shall advise UA immediately in the event Client 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 Client 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 Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client 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 Client, 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 Client: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client 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 Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client 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 Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client 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 Client Confidential Information only to those of its employees who have a need to know the Client 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 Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client 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 Client Confidential Information in a manner consistent with the maintenance of Client'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 Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client 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 Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client 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 Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client 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 login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client'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.

5.6 TPIA Application. Client is a political subdivision of the State of Texas. As such, information provided by UA to Client may be subject to disclosure to the public under the Texas Public Information

Act, Tex. Gov't Code, Chapter 552. Upon receipt of a request of information that seeks UA's confidential information, Client will promptly forward said request to UA. UA may respond to the request as it deems necessary by disclosing the requested information or seeking a decision from the Texas Attorney General that it may withhold the information. See Tex. Gov't Code §552.305. Client's sole obligation regarding a request for information applicable to this provision is to notify UA promptly of the request and forwarding the written request to UA's Key Contact.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client 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 UA, 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 UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

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 Client 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 and shall continue for an initial term of Three (3) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional One (1) years Followed by another One (1) Year (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal 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 and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,

(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.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client'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, Client will be obligated to pay any

and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Client. 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.

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 Texas. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Navarro County, Texas.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER INFORMATION 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. Client 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 Client'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 Client; (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.

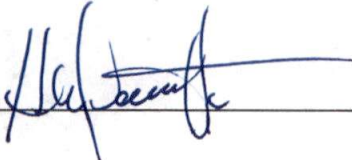
9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

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 Client 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: H. M. DAVENPORT, Jr.

Title: NAVARRO County Judge

Date: 02/15/2023

Signed on behalf of The Supplier:

Signed: _____

Name: _____

Title: _____

Date: _____

**Navarro TX Sheriff's Department
Request for Proposals (RFP) – Police Department Body/In-Car/ALPR
BUDGET NARRATIVE**

Utility Associates developed its all-inclusive, subscription services-based pricing model with value-based users in mind. All items necessary to have a comprehensive body and in-car systems have been included in the pricing. Utility understands that our customers are trying to do a lot with little and has diligently worked to provide the best solution at an affordable, transparent price.

There are **NO additional or hidden fees**. Traditional add-on fees such as accessories, training, and configuration are included. Variable fee structures ultimately prove difficult for agencies to budget camera purchases which often results in overbudget programs. Utility's all-inclusive pricing eliminates these budgetary landmines by providing a turnkey solution at a fixed price.

The scope of supply includes forty-nine (49) EOS™ cameras, and thirty-one (31) in-car videos with ten (10) equipped ALPR units. We have also included thirty-one (31) in-car Rocket devices, which will be installed in the vehicles for the "in the field" download of video. The Utility in-car and body camera solution also includes triggers **at no additional charge** for installation in vehicles to support automated recording based on triggers such as door opening, light bar enabled, and gun rack. Integration to your existing CAD solution to enable autoclassification of video is also included in our scope of supply.

The Rocket device will also provide instant offload of video data from an officer's camera and **eliminates the time-consuming and costly requirement of officers having to dock equipment to offload video manually**. Other vendor solutions typically do not offer this convenience and require camera systems to be manually docked.

The subscription fee includes full access to Polaris™ and includes the warranty, technical support, and easy over-the-air (OTA) software updates for all body cameras and in-car video systems. Additionally, the subscription fee includes unlimited Utility created data storage in Amazon's CJIS-compliant Cloud, AWS. Utility also provides unlimited Polaris access for command staff, administrators, and district attorneys. It is Utility's intent to provide the best camera system, not nickel and dime the customer for users to access their information.

SmartRedaction™ is also included in the Polaris software platform. SmartRedaction allows a user to automatically redact a video by selecting various skin blur options. This automatic, mass redaction capability reduces the time necessary to redact videos, thus eliminating the need to hire additional personnel to manually redact videos. Utility's SmartRedaction is the fastest redaction software available on the market to date.

**Navarro TX Sheriff's Department
Request for Proposals (RFP) – Police Department Body/In-Car/ALPR
BUDGET NARRATIVE**

All hardware maintenance and support are included in our subscription services fee. Navarro TX Sheriff's Department should be cautious of vendors who are unwilling to provide cost estimates based on the Total Cost of Utilization. Many customers have found themselves in a budgetary bind regarding continued funding of camera programs because the total cost of utilization for the entire project was undisclosed.

Utility looks forward to partnering with Navarro and will be ready to kick off the project.

Request for Proposals

A. Full System

<u>Items</u>	<u>Quantity</u>	<u>Unit Price</u>
Utility Solution Bundle:		
Eos Body Camera	49	Included
Eos BWC Accessories	49	Included
In-Car Video System (ICV)	31	Included
ICV Accessories	31	Included
ALPR System	10	Included
ALPR Accessories	10	Included
Software Maintenance & Support – 5 Years	1	Included
Other Software: SmartRedaction	1	Included
Unlimited Access Package		Included
Live Streaming		Included
CAD Integration		Included
Eos Hardware Refresh	1	Included
Hardware Maintenance & Support – Annual	1	Included
Other Hardware: Smart Holster	49	Included
Other Hardware: Bluetooth Media Controller	49	Included
Other Hardware: Battery Backup	31	Included
Other Hardware: ODBII Cable	31	Included
Subtotal Utility Solution		

B. Services

<u>Service Items</u>	<u>Unit Price</u>
Training Program	Included
End Users – Train the Trainer	Included
System Administrator	Included
System Configuration	Included
Testing and Verification of Operational System	Included
Travel Related Expenses	Included
Support	Included
Storage	Included
Subtotal Services	

C. Value Added Options (5 Year / 60 Month Term)

<u>Options:</u>	<u>Quantity</u>	<u>Unit Price</u>

Subscription Fee Summary for Utility Solution Bundle:

	Budget Category
	A. Package Bundle
	B. Services
	TOTAL COSTS

**Navaro County Sheriffs Department
Proposals (RFP) - Police Department Utility Solution
3 Year Contract**

Comments

HD body camera
 Patented camera and uniform mounting system including:
 2 mounts per officer
 5 uniform retrofits per officer (completed by department in first 90 days of contract)
 In-Car cameras, cables and ruggedized locker.
 Dual Camera Configuration
 ALRP Processing unit, AI engine, API to customer supplied LEADS/NCIC database
 Two (2) external mount cameras (color and IR), tablet and cables
 Polaris - digital evidence management software (DEMS) for body camera.
 The fastest automatic video redaction software.
 Unlimited access to Polaris for DA, command staff, administrative, etc.
 AI enabled "live streaming" capability to each Body Camera
 Integration with CAD system for automatic classification of Eos generated video
 Body camera hardware refresh included at 37th month of the five (5) year contract.
 24/7/365 equipment maintenance & support. Included in subscription fee.
 Holster sensor to automatically start recording of body camera.
 Wrist controller for optional manual activation.
 In-Car battery backup
 OBDII fleet manager interface / vehicle diagnostic reporting

Comments

All training costs are included in the subscription fee.

All configuration costs are included in the subscription fee.
 Certification, testing and verification costs are included in the subscription fee.
 Utility does not charge the customer for travel or other reimbursable type expenses.
 24/7/365 technical support (included in subscription fee).
 Unlimited data storage for all Eos generated video in Amazon's CJIS compliant cloud (AWS) per department retention policy.

Comments

Year 1 Payment	Year 2 Payment	Year 3 Payment
\$210,000	\$157,500	\$157,500
\$0	\$0	\$0
\$210,000	\$157,500	\$157,500

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Cost	
\$525,000	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

\$525,000

Cost	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

Cost

Full System Fees (5 Year Contract)
\$525,000
\$0
\$525,000