

STATE OF TEXAS           §  
                                          §  
COUNTY OF COLLIN       §

## CONTRACTOR AGREEMENT

This agreement is made by and between the City of Allen, Texas (“City”) and Enforcement Video d/b/a WatchGuard Video, (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives (herein “Agreement”).

### RECITALS:

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to provide proprietary law enforcement software, video equipment and any related products and services for the City’s Police Department (“Department”), as more particularly described in herein; and

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### Article I Term

1.1 Term. The term of this Agreement shall be for a period of two (2) years commencing on the last day of execution of this Agreement (the “Initial Term”). Thereafter, the City, at its sole discretion, may renew the term of this Agreement for an additional two (2) year term upon written notice from the City (“Renewal Term”).

1.2 Termination Without Cause. Either Party may terminate this Agreement, with or without cause, by giving sixty (30) days prior written notice to the other Party.

1.3 Termination for Cause. City may serve written notice upon Contractor of City’s intention to terminate this Agreement if: (i) the work done under this Agreement is abandoned by Contractor; (ii) the Agreement is assigned without the written consent of City; (iii) Contractor is adjudged bankrupt; (iv) a general assignment of Contractor’s assets is made for the benefit of its creditors; (v) a receiver is appointed for Contractor or any of its property; (vi) the work required under this Agreement is being unnecessarily delayed; or (vii) Contractor is violating any of the material conditions of the Agreement, or is executing same in bad faith or otherwise not in accordance with the terms of said Agreement. Unless within ten (10) days after the serving of such notice a satisfactory arrangement is made for continuance, Contractor shall be deemed in default and this Agreement shall be automatically terminated. In this event, City may take over and prosecute the work to completion. If at fault, Contractor and its surety shall be liable to City for all damages, as well as excess costs sustained by City, by reason of prosecution and

completion of the required work by City. This Agreement shall not be an asset of Contractor in the event that: (i) Contractor is adjudged bankrupt; (ii) a receiver is appointed; (iii) a general assignment for the benefit of the Contractor's creditors is made; or (iv) the Contractor is proven insolvent or fails in business.

## **Article II Scope of Services**

The Parties agree that Contractor shall provide police video hardware, software and any related material at location(s) specified by the City, as more particularly described in Exhibit A ("Scope of Services" or "Services") and Exhibit B ("Cost Proposal"), each of which are attached hereto and incorporated herein by reference. In the event there exists a conflict in interpretation between this Agreement, the Scope of Services and the Cost Proposal, the documents shall control in this order.

## **Article III Schedule of Work**

Contractor agrees to commence the Services upon written direction from the City and to perform the required work and services in accordance with a work schedule mutually agreed upon by the City and Contractor (the "Work Schedule"), which shall generally conform to the work breakdown structure attached hereto and incorporated herein as Exhibit "C."

## **Article IV Compensation**

4.1 Compensation. Contractor will be compensated for performance of the Services under this Agreement in a total amount not to exceed \$362,798.00 to be paid in general conformance with the line item amounts set forth in Exhibit B. Unless otherwise provided herein, payment to the Contractor shall be monthly based on Contractor's submission of a detailed monthly invoice identifying the Services performed and the amount due and payable as of the current invoice, in a form reasonably acceptable to the City. City shall pay such monthly invoices within thirty (30) days after receipt and verification of the Services being completed in a manner acceptable to the City, unless otherwise provided herein.

4.2 Contingency. City shall be entitled to withhold 25% of the total compensation to be paid under Section 4.1 until such time as Contractor has fully resolved to the City's satisfaction all issues in connection with the audio and video transmission and syncing between the body worn cameras, the in car cameras and/or related equipment and servers.

4.3 Optional Services. The Parties further agree that the City may, at its sole discretion, engage Contractor to perform one or more the Optional Items listed in the Cost Proposal and compensate Contractor for said Optional Items in accordance with the Cost Proposal, attached as Exhibit B.

4.4 Credits and Refunds. Contractor agrees to credit City for any trade-in equipment in the amounts identified in Exhibit B, which is attached hereto and incorporated herein. Furthermore, Contractor will promptly re-perform any Services not performed in accordance with the representations and warranties set forth in this Agreement at no additional expense to City to correct any non-conformance to City's reasonable satisfaction. If Contractor is unable within a reasonable time to comply with the foregoing obligations, Contractor will refund to City the lesser of (a) the amount paid for the non-conforming Services or (b) the last amount paid for the last invoice submitted to City. The remedies set forth in this paragraph are non-exclusive and shall not affect the City's right to termination this Agreement in accordance with Article 2 herein.

4.5 "As Is" Transfer. Contractor acknowledges that City is trading and Contractor is accepting the trade in equipment, if any, on an "as is with all faults" basis and that Contractor is not relying on any representations or warranties of any kind whatsoever, express or implied, from City, its agents, or brokers as to any matters concerning the trade in equipment, if any, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

4.6 Assignment of Warranties. The City hereby assigns, sets over and transfers to Contractor, all rights, title and interest in and to any warranties and guarantees issued in connection with the manufacture, construction, purchase, and/or operation, of the trade in equipment (the "Warranties"), to the extent said Warranties are assignable and have not expired as of the date of the Effective Date. In consideration of the foregoing assignment, Contractor hereby assumes and agrees to perform all of the obligations of the City with respect to the Warranties arising or accruing on and after the date hereof. The Parties understand and agree that no warranty is being created by this Agreement and that in the absence of an existing warranty affecting the trade in equipment at the time of purchase; the City is not creating, assigning or transferring any warranty to Contractor.

4.7 Hold Harmless: Contractor, including its officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests does hereby agree to completely and wholly release and hold harmless the City, its agents, its officers, independent contractors, employees and all persons natural or corporate, in privity with them or any of them, from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury (including death), property damage, lawsuits and judgments, court costs, expenses and reasonable attorney's fees, and all other expenses resulting directly or indirectly from the actions, omissions and activities of Contractor relating to Contractor's use of the trade in equipment, or which may be sustained by reason of any act or omission on the part of the Contractor, its employees, agents and/or contractors, or by anyone acting directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable. It is the understanding of all Parties that this release and hold harmless agreement shall apply whether or not the claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury, including deaths, property damage, lawsuits, judgments, court costs, attorney's fees or any other expense arising directly or indirectly from the negligence of whatever nature, omissions, willful or intentional acts of Contractor or Contractor's officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests.

## **Article V**

### **Devotion of Time; Personnel; and Equipment**

5.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The Contractor shall provide written notice to and approval from the City prior to engaging Services not referenced in this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor represents and warrants that it and Contractor's employees and authorized subcontractors performing Services hereunder (i) have the requisite expertise, ability and legal right to render the Services and will perform the Services in an efficient and timely manner; (ii) will abide by all laws, rules and regulations that apply to the performance of the Services, including applicable requirements regarding equal employment opportunity and (iii) its performance of the Services will not violate or in any way infringe any patent, trademark, copyright or other proprietary interest of any third party.

5.4 Contractor shall maintain accurate and complete records specifically relating to the Services in accordance with generally accepted accounting principles and industry practices and retain such records for a period of one (1) year following the completion of the Services. The City of Allen may audit such records during normal business hours upon prior notice to Contractor.

5.5 The Contractor shall furnish the facilities, equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

## **Article VI**

### **Notice to Proceed**

Contractor shall not proceed with any work required under this Agreement without written Notice to Proceed from the City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from the City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has

received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved Work Schedule.

## **Article VII Suspension of Services**

The City shall have the right to immediately suspend any work or Services by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments or compensation due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VIII Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of Services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## **Article IX Insurance**

Prior to commencing the Services, and continuing until all Services to be performed under this Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least "A" by AM Best or other equivalent rating service, in the form and manner as may be required by the City. All such insurance policies, with the exception of workers' compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice ten (10) days for non-payment of premium) to City. Evidence of such insurance shall be provided to City by delivering certificates of insurance.

## **Article X Indemnification**

**10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR**

**RESULTING FROM CONTRACTOR'S WORK AND SERVICES PROVIDED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OF NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS.**

**10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF CONTRACTOR'S OWN NEGLIGENCE.**

**10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.**

**10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIAL MEN AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.**

**10.5 In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.**

## **Article XI Miscellaneous**

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

305 Century Parkway  
City of Allen, Texas

With copies to:  
Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith,  
LLP  
500 N. Akard St., Suite 1800  
Dallas, Texas 75019

If intended for City, to:  
Attn: Peter H. Vargas  
If intended for Contractor, to:  
WatchGuard Video  
Attn: Jason Stuczynski  
415 Century Parkway  
Allen, Texas 75013

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided, that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.



11.15 Confidentiality. In the course of performing the Services, it is anticipated that Contractor will have access to information that the City regards as confidential or proprietary, including but not limited to, the nature of services, evidence and data relating to evidence, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information City receives from third parties (collectively, "Confidential Information"). Contractor shall hold such Confidential Information in strictest confidence and shall exercise at least the same degree of care as it uses with its own most valuable information (but in no event less than reasonable care) to safeguard the confidentiality of the Confidential Information; and except as provided in this Agreement, the Confidential Information shall not be used, duplicated or in any way disclosed to others in whole or in part without the prior express written permission of City. Contractor including its officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests that will have access to Confidential Information will be required to sign and execute a confidentiality agreement and security addendum, attached hereto as Exhibit "D".

11.16 Liquidated Damages. The Parties understand and agree that time is of the essence and this Agreement is conditioned upon the City's utilization of certain grant monies for the equipment and services to be provided by Contractor under this Agreement. Accordingly, Contractor expressly agrees that if it does not timely and fully perform this Agreement to ensure the City's receipt of the entire grant, being not later than September 30, 2017; Contractor shall immediately owe to City liquidated damages in the amount of \$41,916.00 ("Initial Liquidated Damages"). Notwithstanding the assessment of the Initial Liquidated Damages, Contractor shall, in addition, be further liable to City in the amount of \$100.00 per day beginning October 1, 2017, for each and every day that this Agreement has not been fully performed and all equipment and services accepted by the City ("Daily Liquidated Damages"); provided that the City provides written notice to Contractor of its intent to collect Daily Liquidated Damages in the manner provided herein. The City will not be entitled to collect from Contractor any liquidated damages for delay under this Section 10.16 should the Parties determine that such delay was in no way attributable to Contractor's own negligence in timely performing its obligations under this Agreement.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**City of Allen, Texas**

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Enforcement Video, LLC  
d/b/a WatchGuard Video**

By: \_\_\_\_\_  
Jason Stuczynski, VP of Strategic Accounts

(6/12/17:36.000:85075)

**EXHIBIT A**  
**Scope of Services**  
(attached)

**EXHIBIT B**  
**Cost Proposal**  
(attached)

## **EXHIBIT C**

### **Schedule of Work**

<i>Appendix Reference</i>	<i>A</i>	<i>WGV</i>	<i>Agency</i>	<i>Short Description (See Appendix A for details on each item)</i>
<b>SVR-01</b>		<b>X</b>		<b>Installation of server in Equipment Rack</b>
<b>SVR-02</b>		<b>X</b>		Provide a suitable Rack
<b>SVR-03</b>		<b>X</b>		Mounting or Racking the Server
<b>SVR-04</b>		<b>X</b>		Connecting the server ( Power (connector), KVM, Network Cabling and switches, JBOD, UPS )
<b>SVR-05</b>	<b>X</b>			<b>Provide a physical or Virtual Server that meets the specified Server Requirements</b>
<b>SVR-06</b>	<b>X</b>			<b>Installation and configuration of Windows Operating System and disk storage systems</b>
<b>SVR-07</b>	<b>X</b>			Provide Operating System License
<b>SVR-08</b>	<b>X</b>			Install and configure Operating System (Includes current patches)
<b>SVR-09</b>	<b>X</b>			Setup and perform backups
<b>SVR-10</b>	<b>X</b>			Setup recommended disk configuration
<b>SVR-11</b>	<b>X</b>			Install and configure for remote access
<b>SQL-01</b>	<b>X</b>			<b>Installation of Microsoft SQL Server</b>
<b>SQL-02</b>	<b>X</b>			Provide SQL Server Licenses
<b>SQL-03</b>	<b>X</b>			Install and configure SQL Server
<b>SQL-04</b>	<b>X</b>			SQL Backup and Maintenance plan
<b>SQL-05</b>	<b>N/A</b>	<b>N/A</b>		Setup SQL Instance (if shared database server),
<b>EL-01</b>	<b>X</b>			<b>Installing and configuration of Evidence Library</b>
<b>EL-02</b>	<b>X</b>			Install and configure Base Software
<b>EL-03</b>		<b>X</b>		Add Security Groups
<b>EL-04</b>	<b>X</b>			Configure Evidence Library
<b>EL-05</b>	<b>N/A</b>	<b>N/A</b>		Install and configure Upload Servers (if used)
<b>EL-06</b>	<b>X</b>			<b>Installation of Evidence Library Clients on Agency's computers</b>
<b>EL-07</b>		<b>X</b>		Provide client computers that meet client Hardware and Software requirements.
<b>EL-08</b>		<b>X</b>		Connect computers to Agency Network and Active Directory Domain
<b>4RE-01</b>	<b>X</b>			<b>Configuring available 4RE DVR units</b>
<b>4RE-02</b>	<b>X</b>			Create Configuration USB
<b>4RE-03</b>	<b>X</b>			Configure Each DVR as installs are completed
<b>4RE-04</b>	<b>N/A</b>	<b>N/A</b>		Change DVR IP configuration (if required)
<b>4RE-09</b>	<b>X</b>			<b>4RE System In-Car Installation &amp; Removal of existing video system provided by Priority Public Safety</b>
<b>4RE-10</b>	<b>X</b>			<b>Interview Room Setup</b>
<b>VISTA-01</b>	<b>X</b>			<b>Configuring available VISTA WiFi cameras</b>
<b>VISTA-02</b>	<b>X</b>			Create Configuration
<b>VISTA-03</b>	<b>X</b>			Configure Each VISTA camera

<b>TEST-01</b>	<b>X</b>		<b>Finish Testing Function of WatchGuard system</b>
<b>TEST-02</b>	<b>X</b>		Complete Test checklist
<b>TRAIN-01</b>	<b>X</b>		<b>Training</b>
<b>TRAIN-02</b>	<b>X</b>		4RE DVR Installation Training
<b>TRAIN-03</b>	<b>X</b>		4RE and VISTA WiFi End User Training (Officers)
<b>TRAIN-05</b>	<b>X</b>		Evidence Library User Training (Officers/Supervisors)
<b>TRAIN-06</b>	<b>X</b>		Evidence Library Administrative Training
<b>Go Live-01</b>	<b>X</b>	<b>X</b>	<b>Go-Live Support</b>
<b>Close-01</b>	<b>X</b>	<b>X</b>	<b>Project Sign-Off</b>

**EXHIBIT D**  
**Confidentiality Agreement/Security Addendum**  
**(attached)**