

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE
CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT
AND
FORCEMETRICS, INC.

THIS CONTRACT is made and entered into by and between the City of Reno, a Nevada municipal corporation (hereinafter referred to as "City") and ForceMetrics, Inc. ("Contractor").

WHEREAS, the City deems it advisable to engage the services of the Contractor, and it appears that such services can be performed more economically under a contract; and

WHEREAS, the Contractor has signified a desire to provide services as set forth in the attached proposal entitled Licensed Platform Proposal and Enterprise License Agreement for the City of Reno, on behalf of the Reno Police Department;

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree as set forth in the following terms and conditions and the proposal.

1. **PROFESSIONAL STANDARDS.** The Contractor shall provide services and deliverables as described herein as Attachment A. However, should any term and condition in Attachment A contradict a term of this Agreement, the terms and conditions of this Agreement shall control.
2. **EMPLOYMENT OF CITY EMPLOYEES.** The Contractor shall not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Contract.
3. **NONDISCRIMINATION.** In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Any violation of this provision shall constitute a material breach of contract.
4. **CONTRACT TERM.** This Contract becomes effective when fully executed by all parties and will terminate one (1) year after its effective date, unless sooner terminated by either party as specified in this Contract. It may be extended for an additional one-year period provided all appropriate City purchasing policies are followed.
5. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as follows:

City: If Personally Served:
Reno Police Department
Attn: Police Chief
455 E. Second Street
Reno, NV 89502

If by mail:
P.O. Box 1900
Reno, NV 89505

Contractor: ForceMetrics, Inc
Attn: Andre McGregor, CEO
2590 Welton Street, Suite 200
Denver, CO 80205

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph seven (7) in the not-to-exceed sum of \$49,900.00 pursuant to Attachment A.

7. **INCORPORATED DOCUMENTS – PROPOSAL.** The parties agree that the scope of work shall be specifically described in Attachment A. No substantial changes to the scope of work may be made without prior written approval of both City and Contractor. If there is a discrepancy between this Contract and the Scope Of Work, the terms of the Contract shall prevail.

8. **TIMELINESS OF BILLING SUBMISSIONS.** If applicable, the parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year that ends every June 30th. Invoicing for all work shall be at the rates and intervals as set forth in the incorporated attachments.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, or the State or United States Government in the event that they provide any funding, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all City ordinances, and state and federal regulations and statutes.

b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found during business hours, with or without notice by the City or its authorized agent (and State or Legislative Auditor when applicable), and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention

time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. This Contract may be terminated upon thirty (30) days written notice by mutual consent of both parties or unilaterally by either party for any reason or no reason. If terminated, the Contractor shall promptly re-imburse the City for any prepaid but unused subscription fees.

b. Termination for Non-Appropriation. The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.

c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

iii. Contractor shall preserve, protect and promptly deliver into City possession all property of the City.

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The City will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed the contract price. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, storms, or pandemics. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

16. INSURANCE AND BONDS. Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Contractor shall provide, when required by state law, for all workers' compensation coverage for its employees. Contractor must carry Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A – Class VII or better. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City. A certificate of insurance evidencing said coverage shall be supplied upon request by the City naming the City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until at least thirty (30) days prior written notice of cancellation has been received by the City for any reason other than non-payment of premium and for non-payment of premium at least ten (10) days prior written notice of cancellation.

Automobile coverage at least as broad as Insurance Services Office business auto coverage form CA OO 01 10 13 or an equivalent form covering automobile liability symbol 1 "Any Auto". In lieu of a separate business auto liability policy, the City may agree to accept auto liability covered in the CGL policy, if non owned and hired auto liability are included. The Contractor shall maintain limits of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. A certificate of insurance evidencing said coverage shall be supplied upon request by the City naming the City as an Additional Insured under the automobile policy.

Upon request, Contractor shall deliver to the City evidence of worker's compensation as required by the State of Nevada.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal licenses, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law or ordinance. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the City.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

Additionally, neither Party may use the other party's name, logo, likeness or image for any purpose including but not limited to any marketing or advertising purpose without the written approval of the other Party.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor, including its Master Service Agreement, Proposal or Scope of Work, may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061, NRS 49.325 or other applicable statute or law, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure of the Contractor to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records. However, the final determination as to whether a City record, or a portion thereof, is confidential will be determined by the City.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services


performed by Contractor before this Contract is effective, or after it ceases to be effective, or beyond its maximum authorized consideration, shall be performed at the sole risk of Contractor.

25. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the ordinances of the City of Reno. The parties' consent to the exclusive jurisdiction of the appropriate court located in Washoe County, Nevada for enforcement of this Contract.

26. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

FORCEMETRICS, INC.

By: 
Andre McGregor, CEO

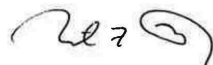
Date: 05-08-2024

CITY OF RENO

By:  #17073
Kathryn Nance, Chief of Police

Date: 5/9/2024

APPROVED AS TO FORM

By: 
Robert F. Bony
Deputy City Attorney

Statement of Work No. 1

Licensed Platform

This Statement of Work No. 1 ("SOW #1") is made by and between ForceMetrics, a Colorado corporation ("ForceMetrics"), and the City of Reno, Nevada ("Licensee"), and is effective as of May 9, 2024 ("Effective Date"), with reference to that certain Enterprise License Agreement by and between ForceMetrics and Licensee of even date herewith ("License Agreement"). All defined terms not otherwise defined herein shall have the meaning ascribed thereto in the License Agreement. In the event of a conflict, the terms of this SOW #1 shall prevail.

OBJECTIVES:

The primary objectives of this project are:

- To seamlessly onboard Reno Police Department onto the ForceMetrics platform.
- To deliver training and support to Reno Police Department's team for effective utilization of ForceMetrics.
- To achieve successful deployment and implementation of ForceMetrics within the agreed timeline and budget.

FORCEMETRICS SERVICES AND FEATURES

1. **Access:** Unlimited Users with the Reno Police Department
2. **Data Integrations:** (25) years of digital text-based data
3. **Term:** Three (3) years commencing on May 9, 2024 ("Commencement Date") and ending on May 8, 2027 ("Expiration Date"), at which time the Agreement will automatically renew for successive periods of one (1) year each (each, a "Renewal Term") unless either Party provides the other with written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
4. **Services:**
 - A. **Data Setup and Warehousing:** Process of collecting, translating, storing, and managing Licensee Data for use within the Licensed Platform, includes the integration of the systems identified in the pricing section of this document, as well as warehousing and infrastructure maintenance of Licensee Data.
 - a. ForceMetrics Responsibilities
 - i. Securely collect, transmit, process and maintain Licensee Data in accordance with CJIS requirements and industry best practices.
 - ii. Organize and transform the Licensee Data into the ForceMetrics Licensed Platform.
 - iii. Provide secure and available access of the Licensee Data to authorized agency users and devices through the ForceMetrics Informed Responder application.
 - b. Agency Responsibilities
 - i. Confirmation of full access and ownership to the Licensee Data.
 - ii. Provisioning of IT resources as required (see <https://forcemetricsync.com/s/oreutgrmc8orl44i9bstfjonlisatsqe>) to securely transmit the data to ForceMetrics infrastructure in accordance with CJIS requirements.
 - iii. Provide authorized access to Licensee Data and any documentation available regarding Licensee Data and data systems.
 - B. **Access Control and Security:** Granular security and access restrictions based on agency role and/or security permissions.
 - a. ForceMetrics Responsibilities
 - i. Implement and maintain any role-based access control set forth by the agency.
 - ii. Eliminate any record collection that involves sensitive or protected information such as juvenile records, internal affairs, locked and otherwise sealed record types.
 - b. Agency Responsibilities
 - i. Assist ForceMetrics engineering team with any role-based access control requirements where available.
 - ii. Provide guidance on state, local and federal restrictions regarding data collection

and distribution as it relates to the agency and the Licensee Data.

- iii. Provide authorized access to Licensee Data.
- iv. Provide guidance regarding data that involves sensitive or protected information such as juvenile records, internal affairs, locked and otherwise sealed record types.

C. Onboarding Support and Account Maintenance: On-site and off-site onboarding support and user helpdesk, includes email support during business hours. Business hours are defined as 8-6 CT Monday through Friday, not including public holidays.

5. Licensed Platform Features:

A. ForceMetrics Unified Data Discovery™

Automated data transformation of existing police data systems, including Computer Aided Dispatch (CAD) and Report Management System (RMS), to enable semantic search, fuzzy matching, synonym recognition, and result-based match highlighting for non-technical users to quickly and efficiently navigate through disparate and text heavy incident reports. The ForceMetrics Unified Data Discovery™ incorporates agency-specific and local area phrases, topic modeling and language models for a customized user experience - such as police codes (e.g. 10-40, code 1), shortened mental health and substance abuse phrases (e.g. ECO, TDO, tranq), and common misspellings for known words (e.g. schizophrenia, catalytic converter, and Hyundai).

B. ForceMetrics Automated Coding and Classification Labeling System

Automated coding and classification labeling system that intelligently codes and classifies calls and incidents – without any user input or intervention – based on custom topics, community needs, or officer risk factors generated from existing CAD call notes and RMS incident reports, such as “Mental Health”, “Domestic Violence”, “Student”, “Gun Mentioned” and “Knife Mentioned”. The labeling system uses statistical analysis, topic modeling and heuristic searching to provide customizable labels tailored to local area and agency-specific issues, needs and concerns.

C. ForceMetrics Unified Snapshot Profiles™

Automated historical snapshot profiles generated to provide dynamic and comprehensive summaries of individuals, addresses, and events sourced from the integrated agency data transformed through ForceMetrics Unified Data Discovery™. The ForceMetrics Unified Snapshot Profiles provides a holistic view of connected and related events for an individual, address, or set of events to identify previously unknown relationships between associated individuals, unaffiliated name records in CAD disassociated with RMS systems, search term match highlighting, precise address geolocation, and labels generated using the ForceMetrics Automated Coding and Classification Labeling System.

D. ForceMetrics Automated Report Summarization Engine

Automated report summarization engine utilizes machine learning to generate concise 2-3 sentence summaries from existing RMS multi-page incident reports, allowing for reducing read time for users.

E. Enhanced Interactive Map Search

Enhanced map enables users to search and explore any topic (e.g. mental health, gun mentioned, domestic violence) or any sub-topic (e.g. PTSD, autism, dementia) with an interactive map. The enhanced map provides customizable filters such as district, beat, offense code or custom labels to identify trends or clusters of crime and/or community needs.

F. Alerts and Notifications Center

Alerts and notifications panel to centralize all new activity involving followed entities, saved searches, and shared Unified Snapshot Profiles (see Sharing Button).

G. Follow Button

Ability to follow Unified Snapshot Profiles (e.g. people, addresses), or follow any searched topic (e.g. juvenile gun, catalytic converter theft, narcans used) and create automated notifications of new activity with notifications provided in the Alerts and Notification Center.

H. Sharing Button

Ability to share Unified Snapshot Profiles (e.g. people, addresses, events) with other users within the department, or with authorized agency partners (e.g. outside public safety agencies, behavioral health co-responders, social workers, records clerks). Sharing Button allows for users to provide a

personalized note with any shared profile.

I. Analytics Dashboard

Fully dynamic and clickable analytics dashboard showing trends and patterns over time and space specific to agency districts, beats and locations generated from GIS shape files. The Analytics Dashboard provides a list of Most Active People categorized as victim, offender, or involved party dynamically generated based on filters selected such as date range, labels, location, incident type, and beat, to name a few. Heatmaps provide frequency of activity for filters selected based on last week, time of day and overall year to-date.

J. Progressive Web Application for Mobile Access

ForceMetrics Platform is built as a progressive web application enabling access by any authorized web-enabled device from any authorized location in multiple formats, including desktop, smartphone and mobile data terminal (MDT) compatibility. No download required.

K. SAML 2.0 Authentication

Security Assertion Markup Language 2.0 (SAML 2.0) enables exchanging authentication and authorization identities using security tokens between the security domain of a SAML authority (Identity Provider) and a SAML consumer (Service Provider). ForceMetrics provides agencies with simplified authentication using SAML 2.0 to allow users to login seamlessly to ForceMetrics through an existing authentication provider or using a department-issued email address.

IMPLEMENTATION AND TIMELINE

Based on Licensee's proposed data sources, implementation of the Licensed Platform is estimated to take one-hundred at twenty (120) days, from kick-off to full operationalization assuming key. Key steps and time estimates are as follows, beginning upon receipt of complete data access.

1. Kickoff

- A. Estimated seven (7) days
- B. Kickoff with stakeholders and needed resources (virtual or onsite)
 - a. Agency Responsibilities
 - i. Work internally to bring essential stakeholders to the kickoff call. Stakeholders could be members of the agency, IT Director, administrative staff & any other essential staff the agency believes should be on this call.
 - ii. Help with the coordination of necessary meetings with key department stakeholders for implementation.

2. Scoping and Integration

- A. Estimated sixty (60) days
- B. RMS and CAD Data Setup - Estimated (7) Days
 - a. Identification of RMS and CAD servers
 - i. Agency Responsibilities
 - 1. Determine how ForceMetrics will access CAD/RMS Data - Replicated Server(s) is preferred.
 - 2. If a replicated server is not available, Licensee will work with ForceMetrics to determine the best method of access.
 - b. Provision Virtual Machine
 - i. Agency Responsibilities
 - 1. Create VM with ODBC connections and FM domain user account as per the IT System Requirements document
<https://forcemetricsinc.box.com/s/oreutgrmc8orl44i9bstfjonlisatsqe>
 - 2. VM to have egress ability to the internet.
 - c. Configuration of data synchronization application
 - i. Agency Responsibilities
 - 1. Setup of ForceMetrics data synchronization application.
- C. SAML Authentication Setup - Estimated fourteen (14) Days
 - a. Agency Responsibilities
 - i. Provide ForceMetrics team with necessary SAML access.
 - ii. Have administrator resources available for virtual meetings to setup SAML.
- D. Data Index and Validation Sessions - Estimated (30) Days
 - a. FM Responsibilities
 - i. Make sure that the correct Licensee Data corresponds with the correct fields in the ForceMetrics universal data model.
 - ii. Help coordinate meetings and discussion regarding data sources, format, accuracy and integration.
 - b. Agency Responsibilities
 - i. Provide stakeholder(s) with technical expertise of CAD/RMS data structure.
 - ii. Provide stakeholder(s) with CAD/RMS expertise.
 - iii. Provide stakeholder(s) with understanding of sealed and locked records and can make determinations on if records should be available within ForceMetrics.
 - iv. Stakeholders to attend virtual validation sessions to provide feedback and support with notices of (2) business days.
- E. Role Based Access Control (RBAC) Sessions (If applicable) - Estimated (14) Days
- F. District/Beat GIS Configuration - Estimated (14) Days
- G. User Identification
 - a. Identification of key users to ensure timely and successful onboarding.
 - b. Agency Responsibilities
 - i. Identify Alpha Users at minimum 14 days prior to Alpha User onboarding.
 - ii. Identify Early Access users at minimum 14 days prior to Early Access User onboarding.
- H. Alpha User Testing - Estimated (21) Days
 - a. Agency Responsibilities
 - i. Identify at least (2) experienced department resources to utilize the ForceMetrics application to test

for data accuracy and correctness.

- ii. Resources to spend at minimum (3) hours per week utilizing ForceMetrics and provide feedback to ForceMetrics within two (2) weeks of gaining access via in-app feedback, virtual sessions or email.
- b. ForceMetrics Responsibilities
 - i. Document feedback from resources and determine whether issues require data updates or are out-of-scope, long-term requests.

3. Early Access Users - Training and Rollout

- A. Estimated three weeks (21) days
- B. On site onboarding classes for training
 - a. Agency Responsibilities
 - i. Setup patrol training via 20-minute roll call briefings to allow for training of all identified patrol officers in an efficient manner.
 - ii. Setup training sessions for all other user groups (dispatcher, investigative, command staff, administrative, etc)
- C. Early Access Usage and Feedback
 - a. Agency Responsibilities
 - i. Ensure Early Access Users are utilizing ForceMetrics in their day-to-day operations
 - ii. Early Access resources to provide feedback to ForceMetrics
 - b. ForceMetrics Responsibilities
 - i. Document feedback from resources and determine whether issues require data updates or are out-of-scope, long-term requests

4. Full Deployment - Training and Rollout

- D. Estimated (30-60) Days
- E. On site onboarding classes for training
 - a. ForceMetrics Responsibilities
 - i. Provide training to agency personnel.
 - b. Agency Responsibilities
 - i. Setup patrol training via 20-minute roll call briefings to allow for training of all identified patrol officers in an efficient manner.
 - ii. Setup training sessions for all other user groups (dispatcher, investigative, command staff, administrative, etc.)

PRICING

The Total Contract Fee is comprised of three separate fees:

- A. **Set-up Fee:** One-time fee. Refers to the integration of data from the Licensee into the Licensed Platform. This fee will not be reapplied in the event of contract renewal.
- B. **Licensing Fee:** Recurring fee. Refers to the licensing of the Licensed Platform, associated features, updates, and supplemental data warehousing if applicable for the duration of the contract, including Standard Support Services. Licensing Fee and all recurring fees are subject to annual increase by five percent (5%) which increase shall be self-operative without additional notice.

Reno Police Department NV			
Solution	Detail	Quantity	Cost
Software License Fee			\$141,960.00
Informed Responder	The full package of ForceMetrics features, including: Federated Search, Alerts & Notification, Mobile Access (Web), Report Summarization, Analytics Dashboards.	Unlimited Users in Agency Domain	\$141,960.00
Technical Implementation Service Fees			\$26,460.00
Initial Setup Fee	Data Warehousing, Access Control & Security, Data Validation		Included
CAD	Tiburon		Included
RMS	Tiburon		Included
Project Implementation Service Fees			\$17,640.00
Data Validation Sessions			Included
Super User Onboarding	Power User Training		Included
General Onboarding	On-site or virtual		Included
Project Management			Included
Go Live			Included
One Time Service Fees			\$44,100.00
Total Annual Subscription Fee Year 1			\$141,960.00
First in State Discount*			-\$136,160.00
	First in State Discount - Software Licensing		-\$92,060.00
	First in State Discount - Services		-\$44,100.00
Total First Year Contract Fee			\$49,900.00

*Fees discounted and waived per ForceMetrics Law Enforcement First in State program

**Pricing is valid until September 30, 2024, and does not include local, state and Federal taxes

PAYMENT SCHEDULE

Licensee shall pay the Total Contract Fee for the initial term on the following schedule:

Reno Police Department NV	
Year	Cost
Total Year One Fees due on Effective Date	\$49,900.00
Second Year Fees due on First Anniversary of Effective Date	\$149,058.00
Third Year Fees due on Second Anniversary of Effective Date	\$156,510.90

Renewal Term: Fees for any Renewal Term will be paid in full in advance on the first day of each Renewal Term.

[Signatures on Following Page]

The Parties have executed and entered into this SOW#1 as of the latest date set forth below:

LICENSEE:

City of Reno Nevada

Signature

Name, Title

Date

FORCEMETRICS:

ForceMetrics



Signature

Andre C McGregor, CEO

Name, Title

05-15-2024

Date