

INTERLOCAL COST REIMBURSEMENT AGREEMENT - ROP MOBILE APP

1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between the City of Reno, on behalf of the Reno Police Department ("RPD"), a municipal corporation, the City of Sparks, on behalf of the Sparks Police Department ("SPD"), a municipal corporation and Washoe County Board of County Commissioners, on behalf of the Washoe County Sheriff's Office ("WCSO"), collectively the "Parties". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1).

2.2 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

2.3 SPD and Blue Cover Six, LLC, are entering into a Professional Services Contract to develop a Repeat Offender Program System ("Project") for the ROP Team. The ROP Team is a multi-jurisdictional law enforcement team which operates pursuant to a 2016 Interlocal Agreement. The funding associated with the SPD Professional Services Contract with Blue Cover Six, LLC for the ROP System shall not exceed Thirty Five Thousand Dollars (\$35,000.00) for the Project. A copy of this Agreement is attached as Exhibit A.

2.4 Based on the Project costs described in Section 2.3, the Parties have developed the below cost sharing amounts for the Project being provided by Blue Cover Six, LLC. Specifically, depending on the total cost of the Project, each Party shall contribute an amount not to exceed:

Reno PD	\$11,666.66
Sparks PD	\$11,666.66
Washoe County Sheriff	\$11,666.68

Once the Project is completed and fully operational, each Party agrees to pay SPD its respective cost share amount within 30 days of receipt of an invoice from SPD.

2.5 Additionally, to further facilitate the development of the program and this Project, the Parties have agreed on the following cost sharing amounts being provided to DataWorks Plus for a required Webmug interface. Specifically, depending on the total cost of this portion of the Project, each Party shall contribute an amount not to exceed (See Exhibit B):

Reno PD	\$2,166.67
Sparks PD	\$2,166.67
Washoe County Sheriff	\$2,166.66

Once the Project is completed and fully operational, each Party agrees to pay the Sparks Police Department its respective cost share amount within 30 days of receipt of an invoice from SPD.

3) RIGHTS & DUTIES OF THE PARTIES

3.1 SPD has contracted with Blue Cover Six, LLC, to perform the necessary professional services to develop the Project as specified in Exhibit A. The other Parties will reimburse SPD for the Project, pursuant to Section 2.4. for the work described in Exhibit A.

SPD will review and verify the invoices and make the payments directly to Blue Cover Six, LLC. The total of the payments to Blue Cover Six, LLC for work on the Project shall not exceed \$35,000.00.

3.2 If requested, SPD, through its designated representative, will provide the Parties with copies of the invoices and any information requested relating to any invoice paid by SPD for work associated with the Project.

3.3 SPD will set up a separate account for the Project, if not already existing, so that check numbers along with copies of cancelled checks for all expenditures can be submitted, as well as an exact itemization of Project expenditures, and copies of itemized invoices.

3.4 Any Party that leaves the ROP Team is entitled to an electronic copy of the data associated with the Project in a format requested by that Party. Such Party agrees it will comply with all Federal, State and local laws regarding the operation and maintenance of the data associated with the Project.

3.5 The Parties agree that RPD shall facilitate hosting the Project and that RPD, SPD and WCSO shall equally divide all costs associated with hosting and maintenance of the Project, including the initial start-up costs. Excluding the initial start-up costs, the hosting and maintenance costs shall not exceed \$400.00 per month. Each Party will be invoiced by RPD on an annual basis for its respective share of these costs. RPD will provide supporting documentation with its annual invoices. The hosting and maintenance costs are more accurately described in Exhibit C attached hereto and incorporated herein by reference. SPD and WCSO agree to remit payment to RPD for such invoices within 30 days of receipt. Should the hosting and maintenance costs exceed \$400.00 per month, this Agreement shall be amended to reflect the new costs pursuant to Section 5.4.

4) INDEMNIFICATION

4.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 The Parties further agree, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend each

other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees.

5) MISCELLANEOUS PROVISIONS

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada. The venue shall be an appropriate Court in Washoe County.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof (the Project).

5.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event a party fails to appropriate or budget funds for the purposes as specified in this Agreement for the Project, the parties hereby consent to the termination of this Agreement for the development of the Project. In such event, that party shall notify SPD in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

5.6 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either Party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a Party (by personal delivery to an officer or authorized representative of a corporate Party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To RPD:	Chief of Police Reno Police Department 455 E. Second Street PO Box 1900 Reno, Nevada 89505
To WCSO:	Washoe County Sheriff Washoe County Sheriff's Department 911 E. Parr Blvd. Reno, NV 89512
To SPD:	Sparks Police Chief Sparks Police Department 1701 E. Prater Sparks, NV 89434

5.9 This Agreement is effective upon the date the last signing Party signs this Agreement ("Effective Date").

5.10 The Parties represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.

5.11 This Agreement may be executed in counterparts, each of which shall be deemed an executed original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WASHOE COUNTY SHERIFF'S OFFICE

RENO POLICE DEPARTMENT

Dated this ____ day of _____, 2017

Dated this ____ day of _____, 2017

By _____
Chuck Allen, Sheriff

By _____
Jason Soto, Police Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

District Attorney

Deputy City Attorney

SPARKS POLICE DEPARTMENT

Dated this ____ day of _____, 2017

By _____
Brian Allen, Police Chief

APPROVED AS TO FORM:

Sparks City Attorney

Exhibit A



**REPEAT OFFENDER SYSTEM
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 15th day of February, 2017, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and Blue Cover Six, a qualified consultant in the class of work required, hereinafter called "Consultant".

WITNESSETH

WHEREAS, the City desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant's Proposal dated February 7, 2017, attached hereto and incorporated herein by reference. (Hereinafter referenced to as "Proposal");

WHEREAS, Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **Repeat Offender System**. The City's Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within "Attachment A." All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to exercise reasonable care to take such precautions.

EXHIBIT A

**2. Payment for Project Services**

As full consideration for the Professional Services to be performed by Consultant, City agrees to pay Consultant as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fee of \$35,000.00 for the project. The City will not hire or directly compensate the Consultant's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Consultant shall be subject to review as to its result by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Consultant's services to the date of payment and shall not forfeit City's right to require the correction of any service deficiencies.

3. Term

This Agreement shall become effective upon contract execution and will continue in effect until

☐ MO/DY/YR, or

☒ The Project is completed (Approximately _____), or unless earlier terminated as provided herein.

4. Time Devoted to Work:

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant's sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

5. No Unfair Employment Practices:

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

6. No Illegal Harassment:

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Consultant, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Consultant's duties under this Contract shall be considered a material breach of this contract.

7. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

8. Status of Consultant:

It is the intent of the parties that Consultant shall be considered an independent contractor and that



Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the City.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

9. City Ownership of Proprietary Information:

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of the City.

10. Public Records:

Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations.

11. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its



subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.



Minimum Limits of Insurance

\$2,000,000 Each Occurrence Limit for bodily injury and property damage
\$2,000,000 General Aggregate Limit
\$2,000,000 Products and Completed Operations Aggregate Limit
\$10,000 Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage; in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.



Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

Business Automobile Liability

Minimum Limits of Insurance

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of "hazardous material" as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured



Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Workers' Compensation and Employer's Liability

Contractor shall carry and maintain workers' compensation and employer's liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

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

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.



OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (If Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

Contractors Pollution Liability Insurance (If Applicable) \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:



A. Certificate of Insurance. Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.

B. Additional Insured Endorsements. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

C. Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

D. Bonds (as Applicable). Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.



12. Indemnity:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

13. Material Breach of Contract:

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and consultant's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

14. Termination:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Consultant from damages owed to the City, or



seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 23 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

15. Licenses and Permits:

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All consultants doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

16. Drafting Presumption:

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no



presumption shall be created against the City as the drafter of the Agreement.

17. Governing Law:

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

18. Jurisdiction and Venue:

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

19. Claims:

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.

20. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

21. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION
431 PRATER WAY
PO BOX 857
SPARKS, NV 89432-0857

John Molt
Blue Cover Six
5505 Spandrell Cir.
Sparks, NV 89436

22. Entire Contract:

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

23. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.



24. Annual Appropriation of Funds:

Multi-year contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

25. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

26. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

27. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

28. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.



IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

Blue Cover Six, LLC
(Consultant)

By: Brenton L. A.

Manager
(Title)

APPROVED AS TO FORM

[Signature]
City Attorney

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: [Signature]
(Authorized Signature)

ATTEST:

N/A
City Clerk (As Required)



Attachment A

Price and scope per written proposal provided by Blue Cover Six, dated February 7, 2017 (attached).

P-091002
A-603445

[Signature]

2/07/2017

Repeat Offender Program System

This document lists the high level deliverable features of an application and system to be created to handle data for Sparks Police Department (SPD) and SPD delegated and associated law enforcement agencies Repeat Offender Program (ROP). Blue Cover Six LLC (BCS) is privileged to collaborate with SPD to author this technology.

Problem to be Solved

There exists a spreadsheet of data representing the list of offenders and offender associations.

- The data model is poor and inflexible. Adding many to many associations is not possible.
- The data cannot be added to in the field or easily from a device.
- The data cannot be shared to collaborate with others easily or robustly.
- The overall user experience in trying to maintain the data is poor and cannot be expanded upon in a way that is desired by the consumers of the data.
- Data reflects Criminal Justice Information and must be stored and used in compliance with CJIS standards.

ROP APP System Overview

The application will be created to work on with web browsers as the delivery mechanism and so will function on Internet enabled devices that can browse the web.

Design Guidelines

- User experience Optimized for mobile use but tested for responsive layout on other devices.
- Smooth Fluid and Predictable Operation
- Simplicity of Recognition for the interface
- Clear feedback to user interactions

The application will exist in three parts:

1. An Authentication server to handle registration tasks, two factor authentication, and password recovery.
2. A database server configured, modeled and encrypted for the system data delivery tasks.
3. A application server which is a web server to fetch the data and deliver it to the user on the users device.

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The application system will be delivered in three phases and each phase will receive approval of completion before the next phase commences.

1. Security Phase.

- a. A document and approved design step will ensure this phase has a well understood scope.
- b. Configuration of servers in a C/JIS compliant environment. SPD must approve
- c. Authentication server can register and login users with correct roles and provide password self service.
- d. The app running on devices is demonstrated to not store data locally or leave any CJI on a device when not in use.

2. CRUD Phase.

- a. CRUD stands for Create, Retrieve, Update and Delete. Using the current spreadsheet data the application will provide a simple web based graphical user interface to manipulate these records.
- b. If Web Mug images can be delivered or obtained so that the image files can be associated with a unique ID in the data these will be added at this phases.
- c. The goal of phase CRUD is to have a secure and functional app that has few feature but allows officers to get work done.

3. Criminal Profile Phase.

- a. A document and approved design step will ensure this phase has a well understood scope.
- b. The fields and data will expand to accommodate more detail on each criminal entered.
- c. The Profile Page will show and allow the creation of extensive associations with roles and relationships.
- d. Non-criminal Profile pages will reflect individuals that have data and notes in the system and will show a list of relationships to other persons in the system.

Quality Assurance

SPD has the responsibility to respond via email or in person to any version updates of the site to approve of its function and content. Testing will occur at BCS to provide the best possible code, look and feel but the

2/07/2017

Quality Assurance is SPD's sole responsibility. After 10 business days, SPD's silence will indicate its consent of the current version, progress of the app system and the project. It should be noted that pages are displayed by browsers on smartphones and computers. Two different browsers may choose to display design elements differently, however much all parties would wish it not be so.

Ownership and Intellectual Property

It is understood by both parties that all media from the application; including art, music, photos, and text whether created wholly or in part by either party, is owned solely by SPD. However, ownership of the underlying code for the website, JavaScript, HTML, XHTML, VB.NET, ASP.NET 3.5, 4.0, XAML, XML, and other programming information will be shared by both parties whom have unlimited and unrestricted license to use and distribute such materials. Including but not limited to other law enforcement agencies.

Copies of the all data or project files will be provided in 5 business days upon demand.

Project Maintenance

As this project is developed every possible effort will be made by BCS and SPD to make sure that this project encompasses the scope of work outlined above. However, both parties may agree as time passes that items fall beyond those scopes and those items will be billed at an hourly rate.

Page or view content and minor layout changes post project completion will be billed at \$40 per hour.

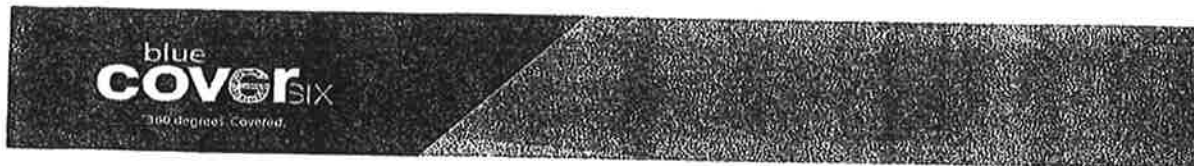
Programming changes will be billed at \$80 dollars per hour.

For any large group of changes or material redesign of the application BCS would be happy to quote a new project.

Scope of Work Defined

This project is understood by both parties to be complete when the ROP App System is running free of errors and containing the functionality as described above. An error is understood to be either a problem that causes the application to halt unexpectedly or posting an error message to the View. BCS will not be held responsible for errors arising from changes or upgrades made by SPD or additions of third party software or changes to the hosting service or operating system environments or conflicts from user install apps or extensions. This includes material changes to browsers and operating systems. BCS will warrant the workmanship of ROP APP to be free of errors for the life of the product.

SPD is responsible to report any errors of the program. Errors must be described, by phone or email as a series of steps that duplicates the error.



2/07/2017

Fee Schedule

Total amount for project \$35,000 dollars.

\$3,500 due upon order.

\$8,000 due upon SPD approval of phase one completion.

\$8,000 due upon SPD approval of phase two completion.

\$8,000 due upon SPD approval of phase two completion.

\$7,500 upon SPD completion of an open beta to SPD ROP officers and designated others.

Sparks Police Department:

Date: _____

Blue Cover Six LLC Manager:

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Blue Cover Six LLC DBA POG National 5505 Spandrell Cir Sparks NV 89436	<table border="1"><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BUBB INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		UDC-1457988-CGL-16	05/27/2016	05/27/2017	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000					
	PRODUCTS - COMPIOP AGG \$ S/T Gen. Agg.					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTHER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Hiscox Insurance Company Inc.

Policy Number: UDC-1457988-CGL-16
Named Insured: Blue Cover Six LLC DBA POG National
Endorsement Number: 16
Endorsement Effective: January 04, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Sparks 431 Prater Way Sparks, NV 89431
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
BizInsure LLC
222 Broadway Suite 6
Oakland, CA 94607

CONTACT
NAME:
PHONE (A/C, No, Ext): (415) 704-1408 FAX (A/C, No):
E-MAIL ADDRESS: support@bizinsure.com

INSURED
Blue Cover Six LLC
5505 Spandrell Cir
Sparks, NV 89436

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hiscox Insurance Company	10200
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/PROP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTIONS				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
A	Professional Liability Insurance (Errors & Omissions Insurance)		HSX100511-01	05/27/2016	05/27/2017	E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate is issued for evidence purposes only.

CERTIFICATE HOLDER

Blue Cover Six LLC
5505 Spandrell Cir
Sparks, NV 89436

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LOAN #:

ID #:

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ACORD 25 (2010/05)

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STATE OF NEVADA, DIVISION OF INDUSTRIAL RELATIONS
AFFIRMATION OF COMPLIANCE
WITH MANDATORY INDUSTRIAL INSURANCE REQUIREMENTS
(Instructions with Definitions are located on reverse side)

<u>Blue Cover Sys. LLC</u>		<u>Custom Subcontractor</u>		<u>775 622-9020</u>	
Business Name (Include any name doing business as)		Type of Business		Business Telephone Number	
<u>SSS Spandrell Co</u>		<u>Sparks</u>	<u>NV</u>	<u>89436</u>	
Business Address		City	State	Zip Code	
<u>81-3484210</u>		<u>Sparks</u>		<u>89436</u>	
Federal Identification No.		Social Security No.		Contractor's Board License No.	
<u>John Mott</u>		<u>Sparks</u>		<u>89436</u>	
Name of Principal Owner (Please Print)		Principal Owner's Telephone No.			
<u>John Mott</u>		<u>NV</u>		<u>89436</u>	
Principal Owner's Address		City	State	Zip Code	

Identified as: (Complete one section only)

- () That the above identified business has obtained industrial workers' compensation insurance as required by Chapter 616A to D, inclusive, of the Nevada Revised Statutes (NRS):

Effective Date of Coverage	Account Number
----------------------------	----------------

☒ That the above identified business is not subject to the provisions of Chapter 616A to D, inclusive, of the Nevada Revised Statutes, due to a statutory exemption or as a business which has no employees nor hires any independent contractor or subcontractor.

- () That the above identified business has a valid certificate of self-insurance pursuant to Chapter 616A to D, inclusive, of Nevada Revised Statutes.

Effective Date	Certificate Number
----------------	--------------------

I declare that I have the authority to act on behalf of the above described business, and am applying for a license to operate said business as a(n): () Individual () Sole Proprietor ☒ Partnership () Corporation

Name of Applicant (Please Print)	<u>775 622-9020</u>
<u>John Mott</u>	Applicant's Telephone No.
<u>SSS Spandrell Co</u>	<u>NV</u>
Applicant's Residence Address	State
<u>Sparks</u>	Zip Code
<u>89436</u>	

I do hereby affirm that the above information is true and correct.

DATED this 13th day of Sept, 20 16.

<u>John Mott</u>	<u>Manager</u>
Signature of Applicant (To be signed in the presence of the business license office employee)	Applicant's Title
<u>Rafaela Pontillo</u>	CITY OF SPARKS
Witness Signature - (Business License Office Employee)	Name of City or County

If unable to sign this document in the presence of a Business License Employee, the Applicant's signature must be notarized.

SUBSCRIBED and SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

Exhibit B

October 23, 2017

Karen Burch
Washoe County Sheriff's Office

RE: ASP Interface for the Washoe County Sheriff's Department with Access control and logging

Dear Karen,

DataWorks Plus is pleased to provide you this proposal for an ASP interface to our Digital PhotoManager™ system for your External systems. The new ASP interface will be based on the MNI Number with logging capability.

If you have any questions regarding this quote, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Pastorini". The signature is fluid and cursive, with a large loop at the end.

Todd Pastorini
Executive Vice President & General Manager
925-240-9010
925-240-9011 FAX

ASP Interface Details for the Washoe County Sheriff's Department

The interface will provide the following:

1. Retrieve image by MNI number

The interface was constructed using Microsoft Active Server Pages (ASP). This ASP web interface uses the parameter WCE as seen in the image tag below. The WCE parameter is composed of two parts, the first is either the letter "T" or "F", and the second is the MNI.

- ☛ The letter "T" is used to specify the return of a thumbnail images.
- ☛ The letter "F" specifies the return of the full large images.
- ☛ The MNI number specifies the return of the current mugshot associated to that individual if one exists
- ☛ If a mugshot does not exist for that MNI or if the MNI is invalid, a default "no photo currently available" photo will be returned as a default.

```
<IMG  
SRC=http://MugshotsWebServerURL/MUGImageASP.ASP?WCI=RetrieveImage&WCE=T99999  
99&WCU  
onError="this.src='/MIS/prototype/img/mug_error.jpg'"  
>
```

As a general rule, error checking should be added, but is not required. A sample error condition has been added to the image tag above. This error code will use a default image available to the client workstation in the event Mugshots is unavailable.

Security

The interface will force the requesting user to pass an Application Username (AUN), Application Password (APW), & local user (LUser) as part of our key. DataWorks Plus will validate the Application Username and Password to allow the interface to function. If the AUN & APW do not validate, DataWorks Plus will not respond to the request. DataWorks Plus will create a table for AUNs & APWs to be managed by the customer. Additionally, DataWorks Plus will log the LUser as part of the log table. Other items that will be logged are the IP address the request was issued from and images by PFN number that were returned.

Price	\$6,500.00
--------------	-------------------

Quoted pricing includes the following services:

- ☛ Integration and Installation.
- ☛ Delivery approximately 30-90 days after receipt of order.
- ☛ Twelve-month Premium Plus warranty, commencing at delivery

Additional engineering effort by DataWorks Plus beyond the scope of the standard product will be charged at our standard rate of \$220 per hour, plus any related travel or administrative expenses. If a customer is providing their own PC (laptop, tower or desktop) for the use with a livescan, they will be required to send one example of each machine to Greenville for hardware testing and validation.

DataWorks Plus appreciates the opportunity to present this proposal, which will be valid for 90 days, after which availability and prices are subject to change. To confirm your requisition, please submit your purchase order within this time frame. Prices are exclusive of any and all state, or local taxes, or other fees or levies. This quote is subject to the following conditions:

1. 50% payment due with Purchase Order
2. 50% payment due at installation.
3. Payment net thirty (30) days from receipt of invoice.
4. Warranty begins at delivery.

Sample XML format. Fields will be limited to the contents of the images and data used by department

```
<?xml version="1.0" ?>
- <root>
- <Arrest>
- <ArrestAgencyRecordID>
  <ID>99132065</ID>
</ArrestAgencyRecordID>
- <ArrestAgency>
  - <PersonPhysicalFeature>
    <PhysicalFeatureCategoryText />
    <PhysicalFeatureTypeCode />
    <PhysicalFeatureDescriptionText />
  - <PhysicalFeatureImage>
    <BinaryObject.Base64 />
    <BinaryFormatText>image/jpeg</BinaryFormatText>
    <BinaryTypeText />
    <BinaryDescriptionText>Color pic</BinaryDescriptionText>
  </PhysicalFeatureImage>
</PersonPhysicalFeature>
</PersonPhysicalDetails>
- <PersonBiometricDetails>
- <PersonDigitalImage>
  <BinaryFormatText>image/jpeg</BinaryFormatText>
  <BinaryTypeText>Mugshot</BinaryTypeText>
  <BinaryDescriptionText>Color pic</BinaryDescriptionText>
  <ImagePoseCode>Frontal</ImagePoseCode>
  <BinaryObject.Base64></PersonDigitalImage>
- <PersonDigitalImage>
  <BinaryFormatText>image/jpeg</BinaryFormatText>
  <BinaryTypeText>Mugshot</BinaryTypeText>
  <BinaryDescriptionText>Color pic</BinaryDescriptionText>
  <ImagePoseCode>Side</ImagePoseCode>
</PersonDigitalImage>
- <PersonDigitalImage>
  <BinaryFormatText>image/jpeg</BinaryFormatText>
  <BinaryTypeText>Mugshot</BinaryTypeText>
  <BinaryDescriptionText>Color pic</BinaryDescriptionText>
  <ImagePoseText />
  <BinaryObject.Base64> </PersonDigitalImage>
</PersonBiometricDetails>
</Subject>
</root>
```

Exhibit C

ROP APP Project Agreement !

ROP Project start-up and recurring costs. Costs presented below will be shared equally by project partners.

*NOTE: Costs are estimated slightly higher than actual to allow for incremental memory and bandwidth scaling if needed. The costs below represent monies agencies should encumber. The below amounts represent total costs to be divided among participating partners, not cost per partner.

Initial one-time start-up cost(s)

- | | | |
|--------------------------|-----------------|---------|
| 1. Domain \$12.00 (x2) | \$24.00 | via BCS |
| 2. SSL Cert \$75.00 (x2) | \$150.00 | via BCS |
| | \$174.00 | |

*One Time Project Start-Up. This amount will be divided equally amongst RPD, SPD and WCSO.

Recurring monthly hosting cost(s) *Not to exceed \$400.00 monthly

- | | | |
|--------------------------|-----------------|--------------------|
| 1. Authentication Server | \$132.80 | via CJIS Solutions |
| 2. Application Server | \$132.80 | via CJIS Solutions |
| | \$265.60 | |

*Monthly costs, which will be divided equally amongst RPD, SPD, and WCSO, will be invoiced annually.