



December 13, 2021

Chief Daniel W. Slaughter
Clearwater Police Department
645 Pierce Street
Clearwater, FL 33756

Dear Chief Slaughter,

Fusus is honored that the Clearwater Police Department is considering our organizations to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fusus will provide the Clearwater Police Department with a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from both public and community cameras.

Fusus is offering the Clearwater Police Department the following package:

1. System Deliverables:

- FūsusONE Enterprise Package - fūsusONE SaaS for up to 3,000 data points, including up to 1,500 simultaneous public/private video feeds, fūsusREGISTRY, fūsusOPS, fūsusVAULT, fūsusTIPS, fūsusALERT, 10 TB indefinite cloud storage, and forty-three (43) fūsusCORE Pro and six (6) fūsusCORE Lite included appliances.
- One (1) fūsusCORE Elite AI appliance
- Unlimited fūsusOPS user licenses
- Subscription Price: **\$95,000 Per Year**
- Subscription Term: **3 years**

The quote (Attachment A – Quotation 0456) provides details on the fūsusONE Enterprise Software price and part numbers.

2. Implementation Plan

Upon execution of this agreement, the project will initiate and consist of the following two phases:

Phase 1- Initial Configuration:

- a. Provide and install five (5) fūsusCORE Pro appliances to support up to twenty-five (25) video streams per Core and necessary fūsusOPS app licenses.
- b. Integration to the Clearwater Police Department's Computer Aided Dispatch and AVL System



- c. Integration of Flock LPR system
- d. Training of Real Time Crime Center personnel

At the conclusion of ninety (90) days from implementation kick off call or upon agency approval (Notice to Proceed), Phase 2 will commence.

Phase 2 – Full Implementation:

- a. Provide remaining fūsusCORE appliances
- b. Provide software managed access to all subscribed current and planned video and IoT feeds into fūsusONE
- c. Implementation of remaining FūsusONE functionality including integration of drone feeds, covert cameras, and license plate readers, as available, into fūsusONE
- d. Training remaining departmental users.

Implementation includes necessary project management, video feed configuration for the fūsusONE application, setup and training for fūsusONE and fūsusOPS, and Phone (Tier 2) and onsite (Tier 3) technical support.

3. Payment and Subscription Terms:

- a. **Payment 1:** Invoiced upon 90 days from implementation kick off call or upon Notice to Proceed to Phase 2 **\$95,000**
- b. **Payment 2:** Due upon anniversary of Payment 1 Invoice Date (Year 2) **\$95,000**
- c. **Payment 3:** Due upon anniversary of Payment 1 Invoice Date (Year 3) **\$95,000**

Annual subscription period begins on Invoice date of Payment 1. Payment terms are net 30.

Note: Additional CORE Light/Pro/Elite/Elite AI Appliances can be purchased for \$200/\$600/\$4,000/\$5,000 each.

4. Statement of Work: The following capabilities will be delivered to the Clearwater Police Department as part of this agreement.

Fūsus will:

- a. **fūsusONE:** Setup and implement users, provide access to, and training on the fūsusONE enterprise data fusion and map-based situational awareness platform
- b. **fūsusCORE:** Provision all required fūsusCORE(s) appliances for live video sharing through fūsusONE. To supplement this, Fūsus will add Artificial Intelligence capabilities for any fūsusCORE Elite AI connected cameras.
- c. **fūsusREGISTRY:** Fūsus will create a custom website portal for community members can register their cameras along with contact information to empower users to quickly identify the location of privately-owned surveillance cameras and easily request and have owners easily share recorded video with investigators.
- d. **fūsusVAULT:** The fūsusONE subscription includes the investigator portal, fūsusVAULT, for secure request and receipt by investigators of fūsusREGISTRY user-owned videos, along with fūsusTIPS SMS text-based videos and photos, to assist with secure data collection in support of its investigations.



- e. **fūsusOPS:** The Clearwater Police Department will have the ability to deploy the fūsusOPS smart-phone app for live video and data sharing from the field, viewing of live camera feeds, and setting up and transmitting the location of teams for special events and critical incident management.
 - f. **fūsusTIPS:** The 10-digit SMS service that allows for sending text, pictures, audio and video directly into fūsusVault for use in investigations.
 - g. **fūsusAlert:** The iOS/Android application that provides panic alerting to fūsusONE along with geolocation of person in distress and automatic docking of nearby camera assets in the fūsusONE platform.
 - h. **fūsusANALYTICS:** Crime and incident heat mapping capabilities to provide location and day of week/time of day frequency analytics over specified search periods for data-driven decision making.
5. **Bill of Materials Included with the Service:** As part of the annual subscription price, each system will include the following: *fūsusONE SaaS with unlimited video alerts, access, and video download. fūsusCORE warranty and technical support for the life of the agreement.*

Subscription to fūsusONE includes all of the following:

- a. Unlimited Users to fūsusONE – Enterprise Real-Time Crime Center in the Cloud
 - b. Unlimited Access to the fūsusONE Dashboard for Clearwater Police Department designated users
 - c. Setup of provided Floorplans for designated locations in fūsusONE
 - d. Ongoing Integration Services with the Clearwater Police Department's CAD System
 - e. Installation and Technical Phone Support
 - f. Provide a full solution warranty for the life of the agreement
 - g. Live U.S.-Based Phone Technical Support for the Life of the Agreement
6. **Fūsus Technical Requirements:**
- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
 - b. The customer will designate a primary POC for the deployment of fūsusONE.
 - c. CORE deployed locations will be required to provide a minimum network speed of .5mb/s per viewed camera for live video sharing through the system.

7. **Terms and Conditions:**

The use of and access to Fusus products and services is subject to the Fusus Terms of Service V070121 found at <https://bit.ly/3rp6qez>.

8. **Termination for Convenience:**

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder at a daily rate. The cost of any unreturned or unserviceable fūsusCORE(s) will be deducted from the refund due on a \$200/\$600/\$4,000/\$5,000 fūsusCORE Lite/Pro/Elite/Elite AI basis.



9. Indemnification:

The Contractors' covenants and agrees to indemnify and save harmless the City from any and all claims, suits, actions, damages and causes of action, including attorney's fees and any cost incurred as a result of enforcing this indemnity agreement, which arise during the term of the contract for any personal injury, loss of life or services by the Contractor pursuant to this contract, excluding claims arising from the City's own negligent or intentional acts or omissions, and to defend any action or proceeding brought thereon, and from and against any orders, judgment and decrees as may be entered therein. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity to which City is entitled or the extent of any limitation of liability pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense City may have under § 768.28, Florida Statutes or as consent to be sued by third parties.

11. Public Records:

Fusus (hereinafter "contractor" in this section 10 only) will be required to comply with Section 119.0701, Florida Statutes, as may be amended from time to time, specifically to:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092, Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

Contractor shall comply with the following:

- a. Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any



duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12. E-Verify:

Fusus and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Fusus will not enter into a contract with any subcontractor unless each party to the contract registers with and uses the E-Verify system. Subcontractor must provide Fusus with an affidavit stating that subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Fusus shall maintain a copy of such affidavit. The City may terminate this contract for any violation of this subsection (g). See Section 448.095, Florida Statutes (2020).

13. Governing Law and Venue:

This Agreement shall be governed and construed according to the laws of the State of Florida without regard to conflict of laws. Any action brought by either Party shall lie in Pinellas County Florida.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (916) 425-3451 or email me at srh@fusus.com.

Respectfully,

Dr. Scott Howland
Public Safety Director

Approved (Signature): _____

By (Print Name/Title): _____ Date _____