

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 19, 2022

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 17, 2022 & November 7, 2022

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 06-22** Communication from Mayor re: Appointment of Raymond Collette (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.
- 07-22** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic and Community Development – Mount Growmore Hydroponic Farming Greenhouse and Wellness Campus (#23874), referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *146-21** Ordinance Committee Report re: Resolution to Establish a Charter Revision Commission.
- *139-21** Public Safety and Transportation Committee Report re: Appointment of Nessah J. Smith (D) to the Board of Police Commission.
- *140-21** Public Safety and Transportation Committee Report re: Grant Submission: Department of Justice – BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (#23338).
- *143-21** Public Safety and Transportation Committee Report re: Grant Submission: Connecticut Department of Transportation – FY23 Driving Under the Influence (DUI) Enforcement (#23317).
- *128-21** Contracts Committee Report re: Master Terms Agreement with Getac, Inc. for Body and Dashboard Camera Services and Equipment from July 1, 2023 through June 30, 2028.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 19, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	SUBJECT
1.) Jacquelyn Cauthen 397 Charles Street Sage Garden D.I.V.A.S Bridgeport, CT 06606	Introduction of Reading through Poetry Program at Kindred Thoughts Bookstore.
2.) John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Governance & Finance.
3.) Denise Ellis 253 Carroll Avenue Bridgeport, CT 06607	Abandoned cars and illegal auto shop.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, DECEMBER 19, 2022
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council President Nieves called the Public Speaking session of the City Council to order at 6:33 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Jorge Cruz, Tyler Mack
132nd District: Marcus Brown, Rolanda Smith
133rd District: Aikeem Boyd, *Jeanette Herron*
134th District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Frederick Hodges, Alfredo Castillo
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Samia Suliman
139th District: Ernest Newton

RECEIVED
CITY CLERKS OFFICE
22 DEC 28 PM 1:55
ATTEST
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 19, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

Jacquelyn Cauthen
397 Charles Street
Sage Garden D.I.V.A.S
Bridgeport, CT 06606

Introduction of Reading through Poetry
Program at Kindred Thoughts Bookstore.

Ms. Cauthen requested that the following document be included in the minutes.

JOIN US

KINDRED THOUGHTS

BOOK STORE

1001 Main St. [The Arcade

** EVERY MONTH on 2nd SATURDAY **

Come Meet

JACQUELYN CAUTHEN

POET & AUTHOR of

NANA JACKIE Presents Sage Garden Poetry

SATURDAY JANUARY 14th, 2023

*** 11 am to 12 pm *** School Ages 5 - 13 ***

Register for this event @ <https://forms.gle/LELQkeeyFmUd3YBHA>

For more information call:

Derrick/Bookstore: 475 282 9050

Nana Jackie : 203 545 9315

SAVE THE DATE



Council Members McBride-Lee and Suliman joined the meeting at 6:33 p.m.

Ms. Cauthen came forward and greeted the Council Members. She asked the Council Members to support her program at the Kindred Thought Bookstore.

Ms. Cauthen asked whether everyone was okay and reminded everyone about the students who were out of school for two years. She said that there was a movement to take the books about people of color out of the schools. She encourage those who might know of book clubs to help and support the programs. There are about four black publishers out of about 5,000 in the nation and only few authors who write for children of color. She said that families should have poetry writing nights and also look and listen to the sunrises.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Governance & Finance.

Mr. Lee came forward and read the following statement into the record:

Greetings to each Council Person at this holiday time for most folks in our City. Distinct cultures have been carried to BRIDGEPORT, CT, USA by immigrants on ships and planes for the most part, but a few may have come on foot as well. Facing overwhelming difficulties and opposition suffered in their former homeland they held dreams, aspirations and expectations that carried them through early adversity here and allowed them to build according to their plans, and the opportunities afforded them.

Is there anyone on the City Council tonight who claims a different origin story of their family? Does a proud narration form a base for sharing details around the table with food and drink as you celebrate a holiday with family and friends?

Enjoy the gatherings and greetings certainly. But listen well for the needs and wants that are within your power to address here in the City of Bridgeport. Food, sheltering and housing, education of young people so that they can successfully compete for higher education and employment in our future, safety for all citizens, including residents and visitors, formal and informal recreational and cultural activity for all ages with equal opportunities for all to participate in self-governance successfully on Boards, Commissions, or with not-for-profit organizations are all worthy of some oversight in your travels.

Oversight on your watch or overheard by your good listening can provide you strength and appreciation for accountability information. Data, that is publicly recorded, over time, but not necessarily shared currently to show where we are today and where we fall short or can do better, is critical. A factual essay question in school often starts with the words: "Compare and contrast..." Complete that sentence with the "wants and needs" you learn from your constituents and figure out how to improve our work in the City for taxpayers, for residents of all ages, and for those neighbors who can be attracted to visit us, enjoy themselves here, and spend their money, also.

A review of our governing document, the City Charter, is overdue in my opinion. I am happy to see you advancing the appointment of a study group to see whether there are one or more issues that might be put before the voters next fall as a question. I have an interest in getting more residents active in self-governance and am in favor of a different pattern of appointments, terms, training, and reporting than exists today, as an

example. I favor budgeting some funds from the annual budget for independent advice to the Council on governance issues, City finances, and long-term economic development, perhaps so that productive conversations between legislative and executive City branches may happen for the benefit of all residents. Time is getting short for a productive timetable. What reasons should lead to delay? Perhaps political power and maintaining control? Time will tell.

Denise Ellis
253 Carroll Avenue
Bridgeport, CT 06607

Abandoned cars and illegal auto shop.

Ms. Ellis came forward and greeted the Council. She said that her mother has been living at her address for 43 years. She said that there was a person operating an illegal auto repair shop across the street from her house. The owner has left a motor on a hoist on the sidewalk for months. Abandoned cars are parked on the street.

Ms. Ellis said that she had contacted Channel 12 news and a story was covered but nothing was done. This is dangerous. She has spoken to the Police and Fire, Housing, the Health Department and Zoning with no results. There are customers who walk up and down the street screaming. She said she had photos of these issues.

ADJOURNMENT

Council President Nieves closed the Public Speaking Session at 6:47 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, DECEMBER 19, 2022

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:00 p.m.

PRAYER

State Senator Marilyn Moore came forward and led those present in prayer.

PLEDGE OF ALLEGIANCE

Council Member Castillo led those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Jorge Cruz, Tyler Mack
132nd District: Marcus Brown, Rolanda Smith
133rd District: Aikeem Boyd, *Jeanette Herron*
134th District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Frederick Hodges, Alfredo Castillo
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Samia Suliman
139th District: Ernest Newton

A quorum was present. Names shown in italics did not respond when the roll was called.

MINUTES FOR APPROVAL:

• OCTOBER 17, 2022

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE OCTOBER 17, 2022 MEETING.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE OCTOBER 17, 2022 MEETING AS SUBMITTED PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, CASTILLO, NIEVE, VALLE, SULIMAN AND NEWTON) AND ONE (1) ABSTENTION (PEREIRA).**

• November 7, 2022

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE NOVEMBER 7, 2022 MEETING.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE NOVEMBER 7, 2022 MEETING AS SUBMITTED PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SMITH, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, CASTILLO, NIEVE, VALLE, PEREIRA, SULIMAN AND NEWTON) AND ONE (1) ABSTENTION (BROWN).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

06-22 Communication from Mayor re: Appointment of Raymond Collette (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.

07-22 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic and Community Development – Mount Growmore Hydroponic Farming Greenhouse and Wellness Campus (#23874), referred to Economic and Community Development and Environment Committee.

**** COUNCIL MEMBER BROWN MOVED THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

06-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF RAYMOND COLLETTE (D) TO THE WATER POLLUTION CONTROL AUTHORITY, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

07-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – MOUNT GROWMORE HYDROPONIC FARMING GREENHOUSE AND WELLNESS CAMPUS (#23874), REFERRED

TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

- ** COUNCIL MEMBER NEWTON SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *146-21 Ordinance Committee Report re: Resolution to Establish a Charter Revision Commission.**
- *139-21 Public Safety and Transportation Committee Report re: Appointment of Nessah J. Smith (D) to the Board of Police Commission.**
- *140-21 Public Safety and Transportation Committee Report re: Grant Submission: Department of Justice – BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (#23338).**
- *143-21 Public Safety and Transportation Committee Report re: Grant Submission: Connecticut Department of Transportation – FY23 Driving Under the Influence (DUI) Enforcement (#23317).**
- *128-21 Contracts Committee Report re: Master Terms Agreement with Getac, Inc. for Body and Dashboard Camera Services and Equipment from July 1, 2023 through June 30, 2028.**

Mayor Ganim asked if there was any Council Member who would like to remove this item from the Consent Calendar.

Council Member Brown requested that Agenda Item 146-21 be removed. Council Member Pereira requested that Agenda Item 139-21 be removed. Council Member Newton requested that Agenda Item 128-21 be removed.

**** COUNCIL MEMBER BROWN MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

- *140-21 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: DEPARTMENT OF JUSTICE – BJA FY22 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE (#23338).**
- *143-21 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF TRANSPORTATION – FY23 DRIVING UNDER THE INFLUENCE (DUI) ENFORCEMENT (#23317).**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

146-21 Ordinance Committee Report re: Resolution to Establish a Charter Revision Commission.

**** COUNCIL MEMBER MACK MOVED THE ITEM.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira stated that Agenda Item 146-21 required a roll call vote.

Council President Nieves said that she would like to review the timeline of the process. She added that she had met with the City Attorneys about this. She said that this item had been voted out of Committee unanimously.

Council President Nieves noted that it was the duty of the legislative body to amend the Charter. She explained that they had requested a Charter Revision Committee in May but the Committee only had two months to assemble the changes. Since 2012, there has not been any attempt to reconvene a Charter Revision Committee. The first goal that the Council had been working towards was the restoration of the Fair Housing Commission, which has been done. The updating of the Charter was the second goal.

Council Member Mack said that no one has said that Charter Revision was not needed. The last time the Charter was revised was in the 1990's. It is time to revise the Charter. He said that New Haven had just presented 10 items for their Charter Revision. Politics should be taken out of the equation.

Council Member Newton said that he would be supporting this and would be speaking from experience. He said that he was Council President when the last revision was made. That was when the Council had power but over the years, that power has been eroded. It is time to bring the power back to the Council. He asked the Council Members if they wanted to be a legislative body or just act like it. It is the Council's job to leave the City in better shape than when they found it.

Council Member Cruz said the time has come for the Council to rise up and do what the people have been requesting. It is time for the Council to start making the decisions, but the Council does not have independent decision making power. He said that he was concerned that the minority population was not being represented. It is time to cut the umbilical cord for once and all. He said that the recent Commission was appointed on October 3, but no Commissioners have been appointed.

Council Member Pereira said that this item would require 2/3rd vote of the entire body. Because there is a vacancy, it will only require 13 votes to pass. She said that she would like clarification on this because it is State law. Mayor Ganim said it would be a 2/3rd vote and cited the appropriate statute.

Council Member Boyd said that he does not speak often at the Council meetings. The Charter is similar to the Constitution. He urged his colleagues to support the item.

**** THE MOTION REGARDING AGENDA ITEM 146-21 ORDINANCE COMMITTEE REPORT RE: RESOLUTION TO ESTABLISH A CHARTER REVISION COMMISSION FAILED TO PASS WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SMITH, BOYD, VIZZO-PANICCIA, ROMAN-CHRISTY, HODGES, CASTILLO, NIEVE, VALLE, PEREIRA AND NEWTON) AND THREE (3) OPPOSED (BROWN, MCBRIDE-LEE AND SULIMAN).**

139-21 Public Safety and Transportation Committee Report re: Appointment of Nessah J. Smith (D) to the Board of Police Commission.

Council Member Pereira thanked Ms. Smith and said that they need to have Police Departments held accountable. She said that Ms. Smith had been on the Council and voted for items 99% of the time.

A voice vote was taken with a number of Council Members voting against the appointment. There was a request for a roll call vote.

Council Member Brown said that the Committee members had unanimously voted to appoint the candidate but now were voting against Ms. Smith and this was retribution for the Charter vote.

Council Member McBride-Lee said that she was voting how she wanted to. She said that she had heard that this was about the City politics but she would vote how she wished to.

Council Member Newton said that they had never questioned the integrity of anyone before. He said that they should not be questioning the integrity of those who were voting no.

Council President Nieves said that Council Member Brown felt that this was retribution, but the Committee is voting how they wish to.

**** THE MOTION REGARDING AGENDA ITEM 139-21 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF NESSAH J. SMITH (D) TO THE BOARD OF POLICE COMMISSION FAILED TO PASS WITH SEVEN (7) IN FAVOR (BROWN, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO AND SULIMAN); NINE (9) OPPOSED (BURNS, MCCARTHY, CRUZ, MACK, SMITH, NIEVE, VALLE, PEREIRA AND NEWTON) AND ONE (1) ABSTENTION (HODGES).**

128-21 Contracts Committee Report re: Master Terms Agreement with Getac, Inc. for Body and Dashboard Camera Services and Equipment from July 1, 2023 through June 30, 2028.

**** COUNCIL MEMBER NEWTON MOVED THE ITEM.**

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

Council Member Pereira said that she was at the Contracts meeting and did not get a copy of the contract. She reached out to Police Chief Porter to discuss it and Police Chief Porter was supporting it.

**** THE MOTION TO APPROVE AGENDA ITEM 128-21 CONTRACTS COMMITTEE REPORT RE: MASTER TERMS AGREEMENT WITH GETAC, INC. FOR BODY AND DASHBOARD CAMERA SERVICES AND EQUIPMENT FROM JULY 1, 2023 THROUGH JUNE 30, 2028 PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:44 p.m.

Respectfully submitted,

Telesco Secretarial Services



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

Comm. #06-22 Ref'd to Miscellaneous Matters Committee on 12/19/2022

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim
DATE: December 13, 2022
RE: Boards & Commissions

Please place the following name on the December 19, 2022 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Water Pollution Control Authority**:

Raymond Collette (D)
94 Sidney St
Bridgeport, CT 06606

This term shall expire on 12/31/2025.

JPG/AT



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

COMM. #07-22 Ref'd to ECD&E Committee on 12/19/2022
December 14, 2022

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

**RE: Resolution – State of Connecticut Department of Economic and Community Development –
Mount Growmore Hydroponic Farming Greenhouse and Wellness Campus
(#23874)**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Economic and Community Development – Mount Growmore Hydroponic Farming Greenhouse and Wellness Campus** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or melissa.oliveira@bridgeportct.gov.

Thank you,

Melissa Oliveira
Central Grants Office

RECEIVED
CITY CLERKS OFFICE
22 DEC 14 PM 3:20
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Economic and Community Development –
Mount Growmore Hydroponic Farming Greenhouse and Wellness Campus
(#23874)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The CT Bond Commission approved \$2,000,000 at the May 26th meeting for the purpose of advancing indoor urban agriculture and the delivery of community-designed services at the Mount Growmore Hydroponic Farming Greenhouse and Wellness Campus in the East End neighborhood of Bridgeport. The City of Bridgeport will work directly with the East End NRZ Market & Café to implement this project. The proposed work directly addresses the needs of women and families in the East End of Bridgeport, CT, a community already bearing the heavy burdens of pollution, disease, poverty and crime, and was disproportionately impacted by COVID-19. Through phased construction to advance indoor urban agriculture and delivery of community-designed services, including maternal mental health, trauma recovery, and civic engagement, the Mt. Growmore Hydroponic Farming Greenhouse and Wellness Campus will offer critical resources for community resiliency and recovery.

CONTRACT PERIOD: tbd

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 2,000,000
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Other:	\$ 2,000,000.00

MATCH REQUIRED- N/A		
	CASH	IN-KIND
Source:		

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut
Department of Economic and Community Development
Mount Growmore Hydroponic Farming Greenhouse
and Wellness Campus
(#23874)**

WHEREAS, this funding has been made possible through the **State of Connecticut Bond Commission** approval on May 26th of 2022; and

WHEREAS, the City will enter in agreement for the purposes of this project with the **State of Connecticut Department of Economic and Community Development**; and

WHEREAS, funds under this grant will be used to advance indoor urban agriculture and the delivery of community-designed services at the Mount Growmore Hydroponic Farming Greenhouse and Wellness Campus in the East End neighborhood of Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **State of Connecticut Department of Economic and Community Development** to fund this important work.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **State of Connecticut Department of Economic and Community Development** for the purpose of this project; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **State of Connecticut Department of Economic and Community Development** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Item# *146-21 Consent Calendar

Resolution to Establish a Charter Revision Commission,
DENIED.



**Report
of
Committee
on**

Ordinance

City Council Meeting Date: December 19, 2022
DENIED

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report

RECEIVED
CITY CLERKS OFFICE
23 JAN -5 PM 12: 19
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Ordinances begs leave to report; and recommends for ~~adoption~~ the following resolution:

Denial

Item No. *146-21 Consent Calendar

RESOLUTION

Concerning the Creation of a Charter Revision Commission for the City of Bridgeport

WHEREAS, on November 21, 2022, the City Council of Bridgeport is desirous of initiating a process for revising the Bridgeport City Charter; and

WHEREAS, our Charter is the foundation that guides principles for governance; it defines our Community, its powers and functions and essential procedures of our City Government subject to federal and state law; and

WHEREAS, the City Council of Bridgeport recognizes the need to modernize and simplify our Charter to address the needs and challenges confronting our municipality; and

WHEREAS, the City of Bridgeport has, from time to time, encountered issues involving the operation of the City and its effective representation of the residents of this City that would benefit from a comprehensive review by a Charter Revision Commission; and

WHEREAS, the Bridgeport Charter was last comprehensively updated nearly three decades ago, effective January 1, 1993; and

WHEREAS, the City Council of the City of Bridgeport is the appointing authority for a Charter Revision Commission, acting by a two-thirds (2/3rds) vote of its entire membership; and now, therefore be it:

RESOLVED, pursuant to C.G.S. 7-187 et.seq. (in particular Sec. 7-199(b)) that a Charter Revision Commission be, and hereby is, formed, established, created, and/or appointed to amend the Charter in such manner and respects as deemed necessary and appropriate;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances

Item No. *146-21 Consent Calendar

-2-

RESOLVED, pursuant to C.G.S 7-190, that within thirty (30) days following initiation of the charter revision process, this Council shall, by resolution:

- (1) Appoint a Charter Revision Commission consisting of (a) not fewer than five (5) nor more than fifteen (15) members; (b) not more than one-third ($1/3^{\text{rd}}$) of whom may hold public office in the City; and, (c) not more than a bare majority of whom shall be members of any one political party, which Commission shall designate a Chair, Vice Chair and a Secretary and proceed forthwith to draft any such charter amendments and
- (2) Establish the timeframe for submission of a draft and final report by said Commission;

RESOLVED, that a Charter Revision Commission be, and hereby is, formed, established, created, and/or appointed to amend the Charter in such other manner and respects as deemed necessary and appropriate.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances
Item No. *146-21 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES

Marcus A. Brown, Co-Chair

Rosalina Roman-Christy, Co-Chair

Ernest E. Newton, II

Michelle A. Lyons

Aikeem G. Boyd

Maria I. Valle

Jorge Cruz, Sr.

City Council Date: December 19, 2022 - DENIED (Off The Floor)

Item# *139-21 Consent Calendar

Appointment of Nessah J. Smith (D) to the Board of Police Commission.



**Report
of
Committee
On**

Public Safety and Transportation

City Council Meeting Date: December 19, 2022

DENIED

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
23 JAN -5 PM 12:20
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on Public Safety and Transportation begs leave to report; and recommends for ~~adoption~~ the following resolution:

Denial

Item No. *139-21 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Board of Police Commissioners in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

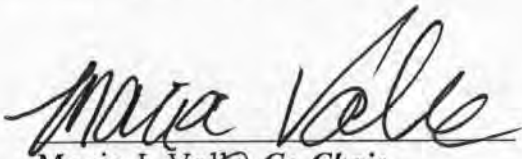
TERM EXPIRES

Nessah J. Smith (D)
500 Evers Street
Bridgeport, CT 06610

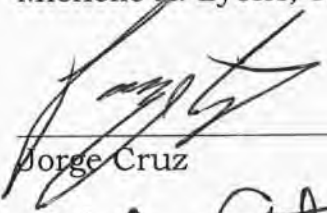
December 31, 2025

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Michelle A. Lyons, *Co-Chair*



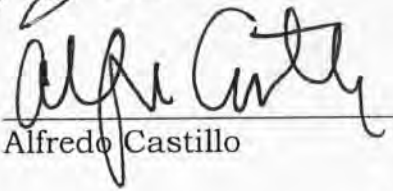
Maria I. Valle, *Co-Chair*



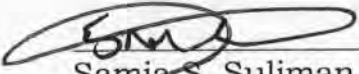
Jorge Cruz




Aikeem G. Boyd



Alfredo Castillo



Samia S. Suliman



AmyMarie Vizzo-Paniccia

City Council Date: December 19, 2022 (DENIED)

Item # *140-21 Consent Calendar

Grant Submission: re DOJ - BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (#23338).



Report of Committee on

Public Safety and Transportation

City Council Meeting Date: December 19, 2022

Attest: Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim, Mayor

Date Signed:

RECEIVED CITY CLERKS OFFICE 23 JAN -5 PM 12:20 ATTEST CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *140-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
DOJ – BJA FY 22 Local Law Enforcement
Crime Gun Intelligence Center Integration Initiative (#23338)**

WHEREAS, the **Department of Justice** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative**; and

WHEREAS, funds under this grant will be used to purchase crime gun intelligence center technology, including an expansion of ShotSpotter, new ShotSpotter Connect technology, a subscription to the department's new IBIS/NIBIN system, and additional surveillance; and

WHEREAS, this technology will be used to enhance police response times and the collection of ballistic evidence, facilitating collaborative investigations with state, local, and federal partners including ATF and the AUSA office; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative** to augment the Bridgeport Police Department's ability to investigate and prosecute gun-related crimes with the goal of reducing gun violence overall.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Department of Justice** for the purpose of its **BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *140-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, Co-Chair

Michelle A. Lyons, Co-Chair

Jorge Cruz

Aikeem G. Boyd

Alfredo Castillo

Samia S. Suliman

AmyMarie Vizzo-Paniccia

Item # *143-21 Consent Calendar

Grant Submission: re Connecticut Department of Transportation - FY23 Driving Under the Influence (DUI) Enforcement (#23317).



**Report
of
Committee
On**

Public Safety and Transportation

City Council Meeting Date: December 19, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

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23 JAN -5 PM 12: 20
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *143-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Connecticut Department of Transportation
FY 23 Driving Under the Influence (DUI) Enforcement (#23317)**

WHEREAS, the **Connecticut Department of Transportation** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **National Highway Traffic Safety Administration alcohol-impaired driving funds**; and

WHEREAS, the purpose of the grant program is to reduce impaired driving within the City; and

WHEREAS, funding under this grant will be used to cover overtimes cost of personnel during traffic enforcement details; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **State of Connecticut** to demonstrate a commitment to safer driving habits.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **State of Connecticut Department of Transportation** for the purpose of its **FY 23 Driving under the Influence (DUI) Enforcement**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **State of Connecticut Department of Transportation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *143-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, Co-Chair

Michelle A. Lyons, Co-Chair

Jorge Cruz

Aikeem G. Boyd

Alfredo Castillo

Samia S. Suliman

AmyMarie Vizzo-Paniccia

Item # *128-21 Consent Calendar

Master Terms Agreement with Getac, Inc. for Body and Dashboard Camera Services and Equipment from July 1, 2023 through June 30, 2028.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: December 19, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
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23 JAN -5 PM 12: 20
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

Item No. *128-21 Consent Calendar

RESOLUTION

(PROPOSED MASTER TERMS AGREEMENT WITH GETAC VIDEO SOLUTIONS INC.)

WHEREAS, Connecticut General Statutes §29-6d requires police officers to use body and dashboard cameras in the performance of their duties; and

WHEREAS, the City of Bridgeport ("City") is currently contracted with Presidio Networked Solutions, LLC regarding the purchase, installation and data management of police body and dash cameras; and

WHEREAS, the City's contract with Presidio ends in June 2023, and it is necessary that steps be taken immediately to commence migration of the body/dash cam data currently managed by Presidio; and

WHEREAS, the Police Department has received approval for a Qualified Purchase of the dash and body camera services and equipment from GETAC, Inc. for a five year period, commencing upon the termination of the Presidio contract; and

WHEREAS, as part of the proposed agreement, GETAC is required to immediately commence migration of all data from the current servers to the cloud, so that GETAC data management services will begin when the contract with Presidio ends in June 2023; and

WHEREAS, GETAC has agreed to replace all batteries in currently used body cameras, which cameras will be replaced with new models in 2024;

NOW, THEREFORE, be it hereby Resolved by the City Council, that the Mayor, or his designee, the Chief of Police, may execute the attached Master Terms Agreement, substantially in the form attached hereto, and may execute such other documents as may be deemed appropriate or necessary in furtherance of the Project with the review and approval of the Office of the City Attorney.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts
Item No. *128-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton II, D-139th

City Council Date: December 19, 2022

MASTER TERMS AGREEMENT

This Master Terms Agreement (the "Agreement") dated as of _____, 2022 (the "Effective Date"), between Bridgeport Connecticut Police Department ("Customer"), and Getac, Inc., ("Getac") with offices located at 3800 American Blvd W, Suite 500, Bloomington, Minnesota 55431. For purposes of this Agreement, Customer and Getac each will be referred to individually as a "Party" and together as the "Parties."

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

"**Authorized Users**" shall mean Customer's employees and independent contractors working for Customer in the ordinary course of Customer's business who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically authorized by Customer to access the Service.

"**Authorized Devices**" shall mean any display device used to access and display the Service.

"**Customer Data**" shall mean information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Services.

"**Implementation Services**" shall mean Getac's remote on-premise implementation services, onsite on-premise implementation services, remote cloud implementation services, onsite cloud implementation services purchase or subscribed to by Customer set out in the Purchase Order.

"**Purchase Order**" shall mean any or all of Purchase Order One and Purchase Order Two, as described in, and to be executed as set forth in the attached Exhibit A, Purchase Order and Project Overview, and any additional purchase order(s) setting out the commercial terms and executed by the Parties.

"**Service(s)**" shall mean Getac's information applications, including any Cloud Software, Device Software or Server Software, subscribed to by Customer.

"**Service Start Date**" shall mean the date from which Customer receives the applicable Service.

"**Vendor**" shall mean any vendor, reseller, sublicensor or distributor that delivers the Service to Customer as identified on the Purchase Order, subject to Getac's continuing authorization of such Vendor's Application.

2. Services. This Agreement sets forth the terms and conditions under which Getac agrees to license to Customer access to and display of the Services during the Term and provide all other services necessary for productive use of such Services including, integration, user identification and password change management, data import, monitoring, technical support, maintenance, training, backup, and recovery, and change management subject to the following:

2.1 Authorized Users; Authorized Uses. The license granted to Customer hereunder is limited to the authorized display and retrieval of the Service on an Authorized User's Authorized Device(s). Customer

shall have no right pursuant to this Agreement to distribute the Service in whole or in part, via any method not specifically granted in this Agreement. Nothing in this Agreement shall obligate Getac to continue providing access to any Service beyond the date when Getac ceases providing such Service to subscribers generally.

2.2 Restrictions Use. Customer shall not edit, alter, abridge or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Customer may not, and may not permit others to:

- a. reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service or any other Getac product or device;
- b. modify, translate, adapt, alter, or create derivative works from the Service or any other Getac product or device;
- c. copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service or any other Getac product or device; or
- d. distribute, sublicense, rent, lease, loan or grant any third-party access to or use of the Service or any other Getac produce or device to any third party.

2.3 Ownership. Title to, and ownership of, and all proprietary rights in, the software and each copy thereof shall remain at all times with Getac or its third-party licensors. Whenever applicable, Customer is required to display Getac's trade name and/or trademark (the "Getac Trademark") to identify that the Software is "Powered by Getac." Except for the foregoing, Customer shall not use any of Getac's trade names, trademarks, service marks or other designation(s) for any purpose without express written permission by Getac. All Customer Data shall be owned by the Customer, which shall survive the termination or expiration of this Agreement; provided, Getac is expressly permitted to dispose of Customer data in accordance with Section 4.3.

2.4 Storage and Retention. The Services shall include the applicable allocation of base data storage as described in the Purchase Order. If applicable, Getac will use commercially reasonable efforts to notify subscriber if subscriber exceeds the storage limits or other Services parameters, at which point the Parties may mutually agree to adjust the Services and corresponding Fee obligations. Getac will permit Customer to retain all Customer Data for the time period required by law.

2.5 Changes in Functionality. During the term of the Agreement, Getac reserves the right, in its sole discretion, to make any changes to the Service that it deems necessary or useful to maintain or enhance (i) the quality or delivery of the Services, (ii) the market or competitive advantage of the Service, or (iii) the Services cost or efficiency; or to comply with applicable laws or regulations. Getac will provide reasonable notice of any material change to the Services.

3 **License.** Getac hereby grants the Customer a limited, non-exclusive and non-transferable license, without right of sublicense, during the Term to, access and display on Customer's Authorized Devices the Service, and to permit Authorized Users to use the Service, subject to the terms and conditions of this Agreement. All rights in the Service not expressly granted hereunder are reserved to Getac.

4 **Term, Termination, and Non-Appropriation.**

4.1 Term. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect, unless earlier terminated in accordance herewith, until June 30, 2028 (the "Initial Term"). Following the Initial Term and unless otherwise terminated as provided for in this Agreement, the Agreement shall automatically renew for subsequent one (1) year terms (each, a "Renewal Term") until

such time as either party provides the other party with written notice of termination as least ninety (90) prior to the last day of the then-current term.

- 4.2 Termination. This Agreement may be terminated as follows: (a) if either Party commits a breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching party ("Notice of Breach"), in which event this Agreement, and the licenses granted hereunder, will terminate on the date specified in such notice; (b) any royalties or other sums payable are not paid when due and remain unpaid for thirty (30) days after Getac gives written notice of non-payment to Customer; (c) Getac reasonable believes Customer or any Authorized User are or have been, involved in fraudulent, misleading or unlawful activities relating to or in connection with Customer or any Authorized User's use of the Services; or (d) if a receiver is appointed over any assets of either Party or if either Party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. Notwithstanding anything to the contrary contained in this Agreement, if Customer receives any notice of late payment under this Agreement in any form, written or electronic, from Getac including any business division (e.g., Getac's Finance Department, Sales Department), such notice will be deemed to be a Notice of Breach.
- 4.3 Effect of Termination. If Customer's license for Device Software expires or terminates, due to non-payment, breach of this Agreement, or otherwise, Customer will lose certain rights with respect to the Device Software and Server Software (if Customer licensed Server Software), which includes the right to receive updates, support, and maintenance. With respect to Cloud Software, Getac and Customer agree that Getac may (i) restrict and/or deny access Services after the Customer's Device Software license expires or is terminated, Customer will no longer receive updates, support, or maintenance for Device Software or Server Software, and Customer may no longer be able to upload data to Server Software. Getac will not delete Customer Data for a period of thirty (30) days post termination. During this post termination period Customer may access and retrieve Customer Data. All Customer Data, including but not limited to relevant data dictionaries, metadata, videos, etc., will be made available in a non-proprietary format during the post termination period. If Customer requests assistance with removal of data, Customer agrees to pay reasonable cost and expenses on a time and materials basis. Beyond the post termination retention period Getac reserves the right to delete Customer Data, unless prohibited by law. If this Agreement is terminated before the end of its then current term for any reason other than by Customer for material breach by Getac, then Customer will pay to Getac as liquidated damages the amount due by Customer for the previous calendar month times the number of months remaining in such term ("Liquidated Damages") within 30 days after such termination. The parties agree that the Liquidated Damages under this clause are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this Agreement. Getac reserves all other rights.
- 4.4 Non-Appropriation. If this Agreement extends into more than one fiscal year of the City (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the City may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded by a Grant that is funded in whole or in part by Federal or State funds, and in the event Federal or State funds become unavailable or reduced, the City may suspend or cancel this Agreement immediately, and the City shall have no obligation to pay Getac from City revenues.

5 Fees and Payment.

- 5.1 Fees. In exchange for the license granted above and any other services, Customer shall pay Getac for the Term hereof the Fees based on the Services and the number of Devices identified in the Purchase Order,

and on any other commercial terms contained in this Agreement. "Fees" means the total prices for any products and Services purchased by Customer. Customer agrees to purchase all products and Services set forth in Purchase Order One as of the Effective Date. Customer has the option, during the Term of this Agreement, to purchase any or all of the products listed in Purchase Order Two, but shall be under no obligation to do so at any time.

5.1.1 Vendor. If the Service is delivered to Customer via a Vendor, Customer acknowledges that the Fees may be charged to Customer by such Vendor or by Getac on behalf of the Vendor.

5.2 Payment. All sums payable by Customer due hereunder shall be made in United States currency. Customer shall issue Purchase Orders that shall specify the Customer name and address and the quantity of license units ordered. Payments of all Fees not otherwise provided for in the Purchase Orders shall be made to Getac or designated Vendor forty-five (45) days after the invoice has been issued to Customer. Invoices will be issued to Customer at the time goods are shipped.

5.3 Late Payments. If Customer fails to pay the Fees by the due date specified on the invoice, Getac shall be entitled to interest from the day on which the Fees are due. Both parties agree that the rate of interest on overdue invoices shall be 1.5 per cent per month, or the maximum amount allowable by law, whichever is greater.

5.4 Taxes. Customer will be responsible for, and will promptly pay or reimburse Getac for, the payment of all sales, use, excise, value-added or similar taxes, assessments, or duties (or other similar charges) imposed by any governmental agency (including any interest and penalty imposed thereon as a result of any act or omission of Getac that is in accordance with the direction or request of Customer) that are based on or with respect to any Services or goods provided by Getac to Customer, or the amounts payable to Getac therefore. If Getac has the legal obligation to pay or collect taxes for which Customer is responsible under this section, the amount of such taxes will be invoiced to and promptly paid by Customer unless Customer provides Getac with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.5 No Deductions or Offsets. All amounts payable under this Agreement shall be paid in full without any offset, deduction or withholding for any reason, except for Service Credits issued pursuant to a Service Level Agreement, in the form of Exhibit B.

5.6 Financing Terms. **Reserved.**

6 Customer Obligations. Customer at all times during the Term shall setup, maintain and operate systems, including Authorized Devices and software necessary for the Services to be used or access. Customer agrees to provide personnel with access and expertise, as necessary, for Getac to perform the Services in accordance with Getac specified requirements and specifications. Customer agrees to ensure any use of the Service is in compliance with applicable laws, rules regulations and the terms of the Agreement. Customer shall maintain responsibility for all Customer Data and establish security settings necessary for Customer's network and Customer Data. Getac is not responsible or liable for any delay or failure for performance caused in whole or in part by Customers delay in performance, or failure to perform, any of the obligations under the Agreement.

7 Support; Maintenance; Additional Services.

7.1 Professional Services. During the term of this Agreement, Customer may request Getac to perform computer professional services outside the scope of work identified in the Purchase Order, in the nature of software development, customization add-in, documentation and/or integration services (hereinafter, "Professional Services"). Upon receipt of a request, Getac may provide Customer with a written proposal, and when the parties agree to all requirements of the proposed Professional Services, a Task Order for the Professional Services, shall be executed by the parties. All Task Orders shall be subject to the terms and

conditions of this Agreement. Services performed by Getac are not exclusive to Customer, and Getac may perform services of any type or nature for any other person or entity at any time.

- 7.2 Technical Support. Getac shall provide the technical support as described in the Service Level Agreement. The Service Fees shall be inclusive of the fees for Technical Support.
- 7.3 Maintenance. Getac shall provide bug fixes, corrections, modification, enhancements, upgrades, and new releases to the Service to ensure: (i) the functionality of the Services is available to Authorized Users; (ii) the functionality of the Services in accordance with the representations set forth herein, including the Service conforming to the specifications, functions, descriptions, standards, and criteria set forth in the Agreement; and (c) the Service Level Agreement can be achieved. The Service Fees shall be inclusive of the fees for standard maintenance.
- 7.4 Training Services. Getac shall provide training services, if any, described in the Purchase Order. Any further training required by Customer shall be provided through a Task Order, executed by the parties.

8 Data Use and Storage.

- 8.1 Data Use. Customer agrees that Getac may collect and use Customer Data and related information from its Services and peripherals to facilitate the provision of software improvements and updates, product support, and any other services related to the Services, and that Getac may access Customer Data in the process of facilitating operations and support of Customer services. In addition, Getac may use and collect technical data and related information from Customer's data-hosting environment if Customer has purchased any management or Implementation Services associated with cloud, on-premise, or hybrid data-hosting, as the case may be. Customer agrees Getac may share technical data and related information from the Service and peripherals with authorized Vendors providing services to Customer, as long as such information is not criminal justice information ("non-CJI").
- 8.2 Data Processing and Transfers. Customer will retain sole responsibility for: (i) all Customer Data, including its content, use, and control; (ii) all information, instructions and materials provided by Customer or on Customer's behalf or on behalf of any Authorized Users, including all Personal Identifiable Information (the "PII"); (iii) Customer's information technology infrastructure including computers, software, electronic systems, and networks; and (iv) all access to and use of the Services. With respect to any Processing of Personally Identifiable Information, Getac (a) has full legal authority in each jurisdiction where Personally Identifiable Information will be Processed to Process such Personally Identifiable Information; (b) will Process such Personally Identifiable Information only on behalf of the Customer as necessary to carry out its obligations under the Agreement and only in accordance with the instructions of Customer; (c) will not Process such Personally Identifiable Information for purposes incompatible with those for which it was collected or subsequently authorized by the data subject; and (d) has complied, and will comply, with all applicable Privacy Laws.
- 8.3 System and Security Obligations. Getac will implement reasonable and appropriate measures, as determined by Getac, to help secure Customer Data against unlawful loss, access or disclosure. However, Getac is not responsible for the accuracy, completeness or success of any efforts for replication, restoration or recovery of Customer Data that Customer takes. Furthermore, Getac is not liable for damage to, loss, third-party breach, or corruption of Customer Data for any cause, including but not limited to, failure of any storage, replication or redundancy of any data center(s) in which Customer Data may be located.
- 8.4 Third-Party Data Processors. Subject to Section 8.2 of the Agreement, any third-party data processor (the "**Data Processor**"), necessary to carry out Getac's obligations under the Agreement shall be required to agree to Getac's Data Processing Agreement (which can be found at <https://getacvideo.com/data-processing-agreement/>) or substantially similar terms.

8.5 Prohibited Data. Customer, Authorized Users or any other person shall not provide any prohibited data or process any prohibited data through the Service. Customer agrees to review all Customer Data and ensure no data constitutes or contains any prohibited data.

9 Indemnification and Insurance.

9.1 Customer Indemnity. Customer, at its expense, will defend, indemnify, and hold Getac harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Getac which directly relate to a claim, action, lawsuit, or proceeding made or brought against Getac by a third party arising out of or resulting from:

9.1.1 alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Getac Claim") by way of Getac's use of any Customer Content that Customer provides to Getac and Getac uses in the provision of any Services;

9.1.2 Customer data, including processing of Customer Data by Getac in accordance with this Agreement;

9.1.3 Use of or dissemination of Prohibited Data; or

9.1.4 A breach of any representations, warranties or obligations under the Agreement.

9.2 Getac Indemnity. Getac, at its expense, will defend, indemnify, and hold Customer harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Customer which directly relate to a claim, action, lawsuit, or proceeding made or brought against Customer by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Customer Claim") by way of Customer's use of the Service that Getac provides to Customer.

9.3 Indemnification Procedure. The Indemnifying Party's obligations under Section 9 will be subject to being provided by the other party with prompt written notice of the event giving rise to an indemnity obligation, providing reasonable cooperation and assistance in the defense or settlement of any claim (at the Indemnifying Party's sole cost and expense), and granting the Indemnifying Party control over the defense and settlement of the same. Providing the Indemnifying Party with notice of the event giving rise to an indemnity obligation is an express condition precedent to the duty to provide a defense and indemnity. Notice must be made in strict accordance with the provisions of this Agreement, and time is of the essence. With respect to this Section, in the event the Indemnifying Party fails to provide a reasonably sufficient defense of an indemnified claim, the other party may, after written notice to the Indemnifying Party, retain its own legal counsel and provide its own defense with respect to the indemnified claim, and the Indemnifying Party will reimburse all reasonable attorneys' fees and expenses for such defense. The Indemnifying Party will have the right to consent to any settlement or judgment that is binding upon the Indemnifying Party.

9.4 **Insurance requirements:** The following insurance coverage is required of Getac and it shall ensure that the City is named as additional insured, except with respect to Cyber Risk Insurance, by policy endorsement with notice of cancellation by policy endorsement in the same manner. Getac shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below, as applicable to its business with the City, with insurers licensed to conduct business in

the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City:

Professional Liability insurance (claims made form) with minimum limits of \$1,000,000, or as otherwise required by the City.

Commercial General Liability Insurance (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per person/\$2,000,000 per occurrence and \$300,000 property damage and **Umbrella Insurance** with a minimum limit of \$3,000,000.

Cyber Risk Insurance: Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and two years following its termination.

Business Automobile Insurance insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

General requirements. All policies, except as specifically noted, shall include the following provisions:

- 9.4.1 Cancellation notice—The City shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the CITY at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.
- 9.4.2 **Proof of Insurance** —All policies will be evidenced by an original certificate of insurance, declarations page and applicable policy endorsement(s) delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, all such documents required to be delivered to the City prior to any work or other activity commencing under this agreement.
- 9.4.3 Additional insured—Getac will arrange with its insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages, except on Getac's Cyber Risk policy, as additional insured parties **BY POLICY ENDORSEMENT** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of

original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

**“City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor**

10 Bridgeport, Connecticut 06604” Copyright Protection; Use Restrictions; Security. Customer agrees that the Service, including without limitation the editorial coding and metadata contained therein, are the property of Getac or Getac’s licensors. The works and databases included in the content of the Service are protected by applicable copyright laws. Customer agrees that only Authorized Users shall be permitted access to the Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Customer or independent contractors consulting for Customer in the ordinary course of Customer’s business may be Authorized Users. Customer shall not reverse engineer, decompile or disassemble any part of the Service. Customer further agrees that neither Customer nor any Authorized User shall store (except as permitted under Section 2 for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Customer, without Getac’s express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Customer be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Customer agrees that when using the Service in this way, the facts, content and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or Getac.

11 No Warranty; Limitation of Liability.

11.1 WARRANTY. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

11.2 LIMITATION OF LIABILITY. Getac AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS (COLLECTIVELY “**THE PARTIES**”) WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO CUSTOMER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE “**EXCLUDED DAMAGES**”), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT

PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS Getac FOR ANY LOSS, DAMAGE OR COST IN CONNECTION WITH ANY CLAIM OR ACTION WHICH MAY BE BROUGHT BY ANY THIRD PARTY AGAINST Getac RELATING TO ANY BREACH OF THIS AGREEMENT BY CUSTOMER.

11.3 CAP ON MONETARY LIABILITY. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF Getac, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE CLAIM, EXCEED THE TOTAL AMOUNTS PAID TO Getac UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION BY CUSTOMER.

12 Confidentiality.

12.1 Neither party shall use or disclose the other's Confidential Information (as hereinafter defined) except as expressly authorized by this Agreement and shall protect all such Confidential Information using the same degree of care that such party uses with respect to its own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. Each party's obligations regarding the protection of Confidential Information shall survive any expiration or termination of the Agreement. Each party shall take prompt and appropriate action to prevent or remedy any unauthorized use or disclosure of the Confidential Information.

12.2 If any Confidential Information must be disclosed to any third party by reason of any legal, accounting or regulatory requirement beyond the reasonable control of Customer, Customer shall promptly notify Getac of such requirement, permit Getac (at its own expense) to seek an appropriate protective order, and cooperate with Getac in its efforts to do so.

12.3 "Confidential Information" means (i) the Services; (ii) the technology, ideas, know how, documentation, processes, algorithms and trade secrets embodied in the Services; and (iii) any other information, whether disclosed orally, visually or in written or digital media, that is identified as "confidential," "proprietary," or similarly at the time of such disclosure. Confidential Information shall not include any information that is (a) published or otherwise available to the public other than by breach of this Agreement by Customer; (b) rightfully received by Customer from a third party without confidential limitations; (c) independently developed by Customer as evidenced by appropriate records; (d) known to Customer prior to its first receipt of same from Getac as evidenced by appropriate records; (e) hereinafter disclosed by Getac to a third party without restriction on disclosure; or (f) approved for public release by written authorization of Getac.

13 Miscellaneous.

13.1 Compliance with Laws. Each party is responsible for its compliance with all laws and regulations. Without limiting the generality of the foregoing, Customer shall comply fully with all export laws and regulations of the United States and other countries to ensure that neither the Services, nor the direct product thereof, is exported, directly or indirectly, in violation of such laws

13.2 Notices. All notices to a party hereunder shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described

mailing methods to the address(es) set forth below, or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.

Written notices to Getac for purposes of this Agreement are to be sent to:

To Getac:

Getac, Inc.
ATTN: Legal Counsel
3800 American Blvd W. Suite 500
Bloomington, MN 55431

To Customer. Written notices to Customer for purposes of this Agreement are to be sent to the address below, or if blank, to the Customer's address Getac has on file:

Chief of Police
Bridgeport Police Department
300 Congress Street
Bridgeport, CT 06604

Director of ITS
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

- 13.3 Entire Agreement. This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. This Agreement replaces and supersedes any prior software licensure agreement executed between Customer and Getac for the Services and any prior versions thereof.
- 13.4 Modification; Waiver. This Agreement may not be modified, amended, or superseded except pursuant to a written instrument mutually signed by both parties; specific performance shall not be sufficient to constitute a mutual acceptance of any modification, amendment, or agreement purporting to supersede this Agreement. For the avoidance of doubt, any agreement for the license of Services between Getac and Customer, (including "click wrap" End User License Agreements) purporting to supersede this Agreement shall be null and void with no force or effect. Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either party at any time to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter.
- 13.5 Survival. The following obligations of the parties will survive termination or expiration of this Agreement for any reason: Sections 2, 3, 6, 8, 9, 10, 11, 12 (but only for three (3) years after such termination or expiration), and 13 of this Agreement and any payment obligations of Customer that accrue prior to such termination or expiration.

- 13.6 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Connecticut. All disputes arising out of this Agreement shall be resolved exclusively in the federal or state courts located within Connecticut, and Customer hereby agrees to the personal jurisdiction and venue of such courts.
- 13.7 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but Customer may not assign or otherwise transfer this Agreement or Customer's rights and duties without the prior written consent of Getac.
- 13.8 Severability. In the event that any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.
- 13.9 Third Party Terms. Customer's use of the software is subject to any third-party terms and conditions that accompany the software or that Getac may tell Customer about at a later date (if any).
- 13.10 U.S. Government Restricted Rights. The software is commercial in nature and developed solely at private expense. The software is delivered as a commercial item and as such is provided with only such rights as are provided in this standard commercial license agreement.
- 13.11 Export Restrictions. The software is subject to United States export laws and regulations. Customer must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and use.
- 13.12 Electronic Signatures. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- 13.13 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- 13.14 Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

<u>Exhibit A</u>	Purchase Order and Project Overview
<u>Exhibit B</u>	Service Level Agreement

Each signor below represents they have authority to enter into this Agreement and bind their Party.

Getac:

Customer:

Getac, Inc.

Bridgeport Connecticut Police Department

 Name: Tom Guzik
 Title: President

 Name: _____
 Title: _____

Exhibit A

Purchase Order and Project Overview

The following table outlines estimated milestones and corresponding descriptions the Parties anticipate during the Initial Term. The milestones listed herein are estimates and subject to change.

Milestones*	
Milestone Date	Milestone Description
December 31, 2022	Premigration conference call will be completed. In this conference call the schedule will be set and the amount of data to be moved will be determined.
January 31, 2023	Data Migration begins. Getac Cloud (“ Cloud ”) station will be created and configured pursuant to Customer’s current server settings. Getac will present a Statement of Work or similar document to Customer for execution, outlining the scope of work, implementation timeline, each party’s obligations, and other project terms (“ Cloud Statement of Work ”).
March 31, 2023	Getac will come on-site and replace all batteries and extend warranty from 06/30/2023 to 06/30/2024. Bridgeport will continue to use BC02 BWC as normal until department decides to place a purchase order for BC04 and deployment of BC04
May 31, 2023	Customer will confirm quantities based on the Purchase Order Two and subject to Getac’s then standard pricing, terms and conditions, and warranties applicable to such products and services. As set forth in Section 5.1 of the Agreement, Customer is not obligated to buy any or all of the products or Services set forth in Purchase Order Two.
July 1, 2023	Cloud-based Services begin Invoice for Purchase Order for the cloud and any hardware/warranty/cloud/services and deployment purchases are due.
April 30, 2024	Customer places new purchase order for latest generation BC-04, accessories, and Services
June 30, 2024	BC-04 and related accessory install complete
July 1, 2024	Invoice for Purchase Order for the BC04 and any hardware/warranty/cloud/services and deployment purchases are due. Invoice for Purchase Order for any hardware/warranty/cloud/services and deployment purchases are due.
June 30, 2026	Refresh of BC-04 is completed
July 1, 2026	Invoice for Purchase Order for any hardware/warranty/cloud/services and deployment purchases are due.
July 1, 2027	Invoice for Purchase Order for any hardware/warranty/cloud/services and deployment purchases are due.

July 30, 2028	Contract period for year 5 ends. Services are eligible for renewal on recurring, 1-year terms in accordance with the Agreement. Hardware can be refreshed at a cost to be determined; provided, any body-worn camera model-specific accessories, including but not limited to docks, clips, and cables, which may not be compatible with the latest refreshed body worn camera model ("Latest Model"), shall be replaced with versions that are compatible with the Latest Model at a 50% discount off MSRP at the time of refresh. An additional one year of warranty may be considered for purchase based on a restructure of the contract renewal.
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*All dates relating to hardware delivery or any projects, including without limitation those relating to the Purchase Order One Statement of Work, Cloud Statement of Work, Purchase Order Two Statement of Work, and the Migration Statement of Work are based on Getac's best estimates at the time of this Agreement. These dates are subject to change as each project's specific statement of work is developed by Getac, and Getac will not be liable to Customer for any such changes or delays, or for any failure or delay caused by events beyond Getac's control, including without limitation, Customer's failure to cooperate or furnish necessary information, acts of God, failures in transportation, and technical failures.

Schedules. The following Schedules are attached hereto and incorporated herein by this reference:

- Schedule 1 Quote for Purchase Order One
- Schedule 2 Quote for Purchase Order Two
- Schedule 3 Sample Purchase Order. This is an example Purchase Order, subject to change and revision for each specific purchase order.
- Schedule 4 Current Advanced Exchange Warranty. This is subject to change and will be based on the then current Advanced Exchange Warranty in effect at the time of each purchase.
- Schedule 5 Current Return Material Authorization Agreement. This is subject to change and will be based on the then current Return Material Authorization Agreement in effect at the time of each purchase.

Schedule 1

Quote for Purchase Order One



QUOTE

To: Bridgeport, CT Police
LT. Adam Rozum
adam.rozum@bridgeportct.gov

Quoted By: Ryan Phillips

Quote #: 210305V001
Date: January 9, 2022

Project Name: Bridgeport ICV (44) BWC (120)

Getac Inc.
(949) 514-1286
ryan.phillips@getacvideo.com

* Please email order with Quote# to
GVSGetacUSAOrderEntry@getacvideo.com

Quote Valid Thru: June 30, 2022

Item PN	Description	Qty	Unit Price	Extended Price
GETAC VIDEO SOLUTIONS IN-CAR HARDWARE				

OATACEBEAXX1	VR-X20-F1 WITH BLACKBOX RECORDING - [INTEGRATED 4GB RAM + 256GB SSD + BATTERY BACKUP + WIFI + GPS + CRASH SENSOR], DVR MOUNTING BRACKET, DISPLAY (CU-D50) - 5" TOUCH DISPLAY, INCLUDES CABLE (16FT) ZERODARK FHD IP CAMERA CA-NF21-146, (WIND SHIELD MOUNT), INCLUDES CABLE (25FT) ZERODARK FHD IP CAMERA CA-NF21-146IR, (STANDARD MOUNT), 1 YEAR HARDWARE WARRANTY	44	1,991.57	87,629.08
591GVSGetac000015	Vehicle Antenna - AirGain MultiMax, 3in1, WiFix2-GPSx1, Bolt Mount, 19ft, Black	44	141.00	6,204.00
OIA03X	Mounting Bracket (Visor) - Front Camera AND Display (CU-D50) - Charger	44	48.00	2,112.00
ORB24X	Body Worn Camera (BC-02) - Single Port Dock (VD-02), dock ONLY	44	58.65	2,580.60
OLX0BX	Body Worn Camera USB Extension Cable for VD-02, 12.5 ft	44	16.15	710.60

OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	44	126.65	5,572.60
GETAC VIDEO SOLUTIONS BODY CAMERA HARDWARE				
OVWX2MXXXXX1	BWC (BC-02) - [64GB + FHD/HD/WVGA + WiFi + GPS + BLE], 1 year hardware warranty (compatible with magnetic charge cable ORB39X)	120	269.10	32,292.00
ORB41X	Body Worn Camera dual side magnetic mount	120	50.15	6,018.00
OD2DAU	Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD- 02D), includes 90W AC Adapter (US)	15	1,124.10	16,861.50
GETAC VIDEO SOLUTIONS SOFTWARE AND SERVICES				
OWC011	Getac Enterprise – Video License and Annual Maintenance (Per Client Device) 1st year	164	170.00	27,880.00
GET-INSTALL	INSTALLATION OF GETAC VR-X20 KIT, BWC DOCK AND TRIGGER BOX. WORK PERFORMED BY M.I.T. INCLUDES PROJECT MANAGER	44	550.00	24,200.00
OZX01X	Getac Video On-site Consulting and Project Management - Per day	4	2,295.00	9,180.00

OZX00X	Getac Video Solutions Platinum Service Plan-Annual Contract	1	25,000.00	25,000.00
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COMMENTS: N/A

TOTAL (USD): 246,240.38

NOTE:

1. Price quote valid for 90 days, FOB Getac Video Solutions Inc. Customer is responsible for shipping expense.
2. Payment terms: Net 30 days with approval of Getac's insurance company or Wire Transfer (T/T).
3. Delivery lead time will be confirmed after receipt of order.

Availability:

* (6-8 Weeks) - Build to order, 6-8 weeks

** (Please Call) - Long lead time or limited supply, please check with your Getac representative for the delivery

Schedule 2

Quote for Purchase Order Two



QUOTE

To: Bridgeport, CT Police
LT. Adam Rozum
adam.rozum@bridgeportct.gov

Quoted By: Ryan Phillips

Quote #: 211118V001
Date: May 20, 2022

Project Name: Bridgeport Police Dept CT EDGE (95) BWC(400)

Getac Inc.
(949) 681-2930
ryan.phillips@getacvideo.com

* Please email order with Quote# to
GVSGetacUSAOrderEntry@getacvideo.com

Quote Valid Thru: August 30, 2022

Item PN	Description	Qty	Unit Price	Extended Price
Getac Video Mobile Edge Solution, Warranty and Equipment				

OAHACEXFCXWB	Mobile Edge i7 with Blackbox Recording - DVR(VR-X20-i7-LTE)-[Integrated 16GB RAM+512GB SSD+2nd 256GB SSD+Battery Backup+WIFI+GPS+Crash Sensor], Display (CU-D50) - 5" Touch Display includes cable (16ft), ZeroDark FHD IP Camera CA-NF21-146 (Wind Shield Mount) includes cable (25ft), ZeroDark FHD IP Camera CA-NF21-146IR (Standard Mount) includes cable (14ft), Wiring kit (25ft), Havis 12.5" Screen 3year warranty. With display cable kit (5M)+LIND DC Adapter, Getac Rugged Keyboard, DVR+Cameras+Display Extended Warranty-Years 2 & 3, DVR mounting bracket, Win 10 IOT, 1 year hardware warranty	95	4,995.00	474,525.00
Havis Misc	Mounting Hardware for MDT Screen and Keyboard (BUDGETARY)	95	400.00	38,000.00
GE-EDDNEXT5Y	DVR(Include Battery) + 2 Cameras + Display Extended Warranty - Years 4 & 5 - Edge computing, DVR + Cameras + Display, Extended Warranty, 5, Year	95	425.00	40,375.00
GE-HAMAEXT2Y	Extended Warranty - Havis In-Vehicle monitor + ADPT/TSD-101 -Year 4 & 5 - Havis, Havis In-Vehicle monitor + ADPT/TSD-101, Extended Warranty, 2, Year	95	299.00	28,405.00
GE-SVVKNFX5Y	Bumper to Bumper + Extended Warranty- In-Vehicle keyboard - Year 4&5 - Getac, In-Vehicle keyboard, Bumper to Bumper + Extended Warranty, 5, Year	95	195.00	18,525.00
591GVSGetac000015	Vehicle Antenna - AirGain MultiMax, 3in1, WiFix2-GPSx1, Bolt Mount, 19ft, Black	95	141.00	13,395.00

591GVSGetac000036	Mounting Bracket (Visor) - Front Camera AND Display (CU-D50)	95	62.30	5,918.50
GE-SVDNEXT5Y	DVR (Include Battery) + 2 Cameras + Display Extended Warranty - Years 1, 2, 3, 4 & 5 - Getac, DVR + Cameras + Display, Extended Warranty on existing fleet installed 2022	45	895.00	40,275.00
Getac Video Mobile Edge Solution			TOTAL	659,418.50
Getac Body Worn Camera Refresh Program, Accessories and Warranty				
OVWXXXXXXXX4	BWC 5 year Contract- 5yr Advanced Exchange Warranty with BWC delivered day 1 and BWC Refresh on 25th month BC04 or latest technology	400	1,200.00	480,000.00
OD3DAU	Body Worn Camera (BC-03) - 8 Port Multidock (MD-03), includes 150W AC Adapter (US)	50	725.00	36,250.00
GE-SVMHEXT4Y	Body Worn Camera (BC-03) - MD-03 Dock w/ 150W - Extended Warranty - Years 2, 3, 4 & 5 - Getac, MD-03, Extended Warranty, 4, Year; Any body-worn camera model-specific accessories, including but not limited to docks, clips, and cables, which may not be compatible with the latest refreshed body worn camera model ("Latest Model"), shall be replaced with versions that are compatible with the Latest Model at a 50% discount off MSRP as of the date a purchase order is placed for the refresh.	50	185.00	9,250.00
ORB362	Body Worn Camera Magnetic Mount V2.0	400	55.00	22,000.00

ORB42X	Body Worn Camera (BC-03) magnetic quick release charging USB cable (3.94 ft)	140	62.00	8,680.00
ORB51X	Body Worn Camera (BC-03) - Single Port Dock (VD-03), with Vehicle Bracket with 40W Vehicle Adapter	140	155.00	21,700.00
OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	95	140.00	13,300.00
BWC Equipment and Warranty			TOTAL	591,180.00
Getac Video Cloud Contract for 5 years				
OUA021	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 1st year	165	300.00	49,500.00
OUA022	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 2nd year	165	300.00	49,500.00
OUA023	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 3rd year	165	300.00	49,500.00
OUA024	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 4th year	165	300.00	49,500.00
OUA025	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 5th year	165	300.00	49,500.00
OUA031	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 1st year	350	400.00	140,000.00
OUA032	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 2nd year	350	400.00	140,000.00
OUA033	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 3rd year	350	400.00	140,000.00
OUA034	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 4th year	350	400.00	140,000.00

OUA035	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 5th year	350	400.00	140,000.00
Getac Video Cloud Contract for 5 years			TOTAL	947,500.00
Getac Video Services and Contracted Installation				
OZX01X	Getac Video Solution On-site Consulting and Project Management - Per day	10	2,295.00	22,950.00
Get-Install	Installation of New Camera Solutions and MDT Screen, Keyboard and mounting equipment	95	750.00	71,250.00
OZX00X	Getac Video Solution Platinum Service Plan-annual service contract	5	25,000.00	125,000.00
Getac Video Services and Installation			TOTAL:	219,200.00

5 Year Contract for Getac Video Solution

TOTAL:

2,417,298.50

NOTE:

1. Price quote valid for 90 days, FOB Getac Video Solutions Inc. Customer is responsible for shipping expense.
2. Payment terms: Net 30 days with approval of Getac's insurance company or Wire Transfer (T/T).
3. Delivery lead time will be confirmed after receipt of order.

Availability:

* (6-8 Weeks) - Build to order, 6-8 weeks

** (Please Call) - Long lead time or limited supply, please check with your Getac representative for the delivery

Schedule 3

Sample Purchase Order

Contract Effective Date: _____

Service Start Date: _____

SERVICES

Subject to the terms and conditions of the Agreement, Getac will provide to Customer the following Services for the following fees:

1. Technology Description:
2. Term: The term of this Schedule will commence as of the Billing Start Date and will continue for _____ () Months ("Initial Term"). After the Initial Term, the Agreement shall automatically renew per the Agreement.
3. Fees:
4. Billing Term:
5. Number of Devices:
6. Access: Access is limited to Authorized Users.
7. Services Fees for Licensed Devices per the Term of the Agreement:
8. Resources Rates (may be subject to annual CPI adjustment, and include travel and expenses):
9. Training Rates:

SUPPORT SERVICES

Schedule 4

Getac Advanced Exchange Warranty

Getac products carry a one year Advanced Exchange Warranty in accordance with the terms set forth below for each covered device. Extended warranties are also available. Warranty claims are processed using advanced exchange to reduce down time. For defective products covered by Getac's warranty, Getac will ship you a replacement product shortly after you complete a service request – no need to wait for Getac to receive the defective product before your service request is processed.¹

Notwithstanding anything in this Agreement to the contrary, if the battery of any Getac body-worn camera degrades below eight (8) hours of continuous battery life before Customer place a purchase order for the refresh of the body worn cameras, Getac will replace such body worn camera in accordance with its standard warranty and return material authorization process.

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac warrants this Getac-branded office docks, video and camera products, recording devices, batteries, accessories, and hardware parts against defects in materials and workmanship under normal use for a period of One (1) YEAR from the date of shipment by Getac to the Purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within Getac's Authorized Service Providers territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them (excluding its standard AC adaptors & power cords). The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

This warranty does not apply to:

- (a) loss or theft;
- (b) fire;
- (c) submersion;
- (d) acts of god;
- (e) acts of war;
- (f) virus-inflicted damage;
- (g) intentional misuse or abuse;
- (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
- (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
- (j) product on which any Getac serial number has been removed or defaced;
- (k) data recovery from hard drive failure;
- (l) all consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens and harnesses and any other options and accessories not listed above or covered under a separate warranty.
- (m) cosmetic damage that does not affect the functionality of the office dock, vehicle dock, video and camera product, recording devices, accessory or hardware part, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet;
- (n) shipping damage is the responsibility of the shipper

¹ You are still required to send Getac your defective product, which Getac must receive within 30 days of your RMA Request. Getac's Advanced Exchange program is controlled by its RMA Agreement.

- (o) negligence
- (p) damage from accidents
- (q) operation of product outside the published environmental or electrical parameters
- (r) use of supplies or parts not meeting Getac's specifications or user manual(s)

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1 EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto the aircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA:AC (Advisory Circular) 120-76A or JAA: JAA TGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETAC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. NO GETAC RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY. IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, a Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty.

In any instance in which Getac issues a Service Request Number (SR #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures.

Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords.

You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

Schedule 4

RETURN MATERIAL AUTORIZATION AGREEMENT

This Return Material Authorization Agreement ("Agreement") is between Getac, Inc., located at 3800 American Blvd W, Ste. 500, Bloomington, MN 55431 ("Getac"), and _____, located at _____ ("Customer"). This Agreement dated _____ ("Effective Date") sets forth the terms that apply when Customer submits an RMA Request.

The term, "Application," as used in this Agreement, means the web portal Customer uses to submit an RMA Request with Getac. The "RMA Request Date" of this Agreement is the date on which Customer submit an RMA Request using the Application. This Agreement describes the terms that apply when Customer submits an RMA Request using this Application.

1. DEFINITIONS

"Old Product" means the defective product Customer is exchanging for Good Product via RMA Request.

"Good Product" means the functional product Customer will receive in exchange for the Old Product. A Good Product may be new or refurbished in good working order.

"RMA Request" is the process by which Customer requests a replacement Good Product from Getac in exchange for Customer's Old Product using the Application. An RMA Request may be initiated by the Customer, or if the Customer explicitly authorizes Getac, Getac may submit an RMA Request on behalf of Customer.

2. OBLIGATIONS

- 2.1 Getac will ship a Good Product to Customer at the address provided in the Application after receiving a valid RMA Request using the Application.
- 2.2 Customer must timely ship Customer's Old Product to Getac at the address listed in the recitals such that Getac receives the Old Product within thirty (30) days of the RMA Request Date.

3. TERMS AND CONDITIONS

- 3.1 This Agreement only applies to products covered by a Getac Warranty.
- 3.2 Getac may ship the Good Product to Customer via any shipping method chosen at Getac's sole discretion. The risk of loss of the Good Product passes to Customer at the time of delivery by Getac to the designated carrier.
- 3.3 Getac will only replace an Old Product with a Good Product carrying the same SKU, except if the Old Product is no longer available, Getac may replace an Old Product with an equivalent or functionally superior Good Product that carries a SKU that is different from the Old Product, at its sole discretion.

4. PAYMENT

If Getac has not received the Old Product within thirty (30) days of the RMA Request Date, Getac is entitled to invoice Customer the full market value of the Good Product. Any such invoice generated in accordance with this Section shall be due payable in full within the period set forth in the invoice.

5. TERM AND TERMINATION

- 5.1 This Agreement begins on the Effective Date and terminates when Customer and Getac mutually agree to terminate this Agreement in writing.
- 5.2 Getac reserves the right to reject any RMA Request and terminate this Agreement for any reason.

6. WARRANTY AND LIMITATION OF LIABILITY

- 6.1 GOOD PRODUCTS ARE COVERED BY THE GETAC WARRANTY ORIGINALLY PURCHASED BY CUSTOMER, WHICH SHALL CONTINUE WITHOUT EXTENSION FOR THE ORIGINAL WARRANTY PERIOD ASSOCIATED WITH THE OLD PRODUCT. IN NO CASE SHALL THIS AGREEMENT BE CONSTRUED TO EXTEND CUSTOMER'S ORIGINAL GETAC WARRANTY.
- 6.2 IN NO EVENT SHALL GETAC BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION LOSSES ASSOCIATED WITH THIS AGREEMENT, CUSTOMER'S USE OF THIS APPLICATION, OR GOOD PRODUCT REQUESTED BY RMA REQUEST.
- 6.3 CUSTOMER AUTHORIZES GETAC TO DELETE ANY DATA EXISTING ON THE OLD PRODUCT'S HARD DRIVE OR OTHER STORAGE MEDIA RETURNED WITH THE OLD PRODUCT; THIS AUTHORIZATION MAY NOT BE REVOKED UNLESS MUTUALLY AGREED IN WRITING. IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE IT HAS A SEAPARTATE BACKUP COPY OF ANY DATA EXISTING ON THE OLD PRODUCT HARD DRIVE OR STORAGE MEDIA PRIOR T GETAC'S RECEIPT OF THE OLD PRODUCT.

7. MISCELLANEOUS

- 7.1 Neither party to this Agreement shall assign, delegate or otherwise transfer its rights or obligations under this Agreement to any third party without the other party's prior written consent.
- 7.2 This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Connecticut without regard to the choice of law thereof. Both parties agree that the federal or state courts located in Connecticut shall have the exclusive jurisdiction over the matters arising from or related to this Agreement.
- 7.3 This Agreement shall constitute the entire agreement between the parties and supersedes any prior written or oral agreements, understandings or communications with respect to the subject matter hereto. The terms of this Agreement shall not be modified unless made in signed writing by both Parties.

Each signor below hereby represents they have authority to enter into this contract and bind their respective principle identified in the Recitals.

GETAC, INC.

CUSTOMER

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit B

Service Level Agreement

This Service Level Agreement (“SLA”) governs service level expectations for Getac, Inc. (“Getac”) technology services (“Services”) by Bridgeport Connecticut Police Department (“Customer”) and is hereby entered into by and between Getac and Customer on _____ (“Effective Date”).

Services include all Getac-developed or sold software, applications, and storage solutions, as more further described in the Master Terms Agreement. Services do not include any Getac hardware, or third-party software or applications.

1) GOALS

The purpose of this agreement is to establish service level benchmarks for the Services. Getac’s goal is to provide 99.9% uptime for Services using commercially reasonable efforts.

2) GUARANTEED SERVICE LEVELS AND CREDITS

Should Getac fail to make Services available for Customer use at least 99.9% of the time (calculated on a monthly calendar basis), Customer may be entitled to Service Credits as set forth in the table below.

Monthly Uptime Levels	Service Credit (Days)
Uptime < 99.9%	3

“Uptime” means any time in which the Services are available for Customer’s use.

3) SERVICE CREDIT REQUESTS

In the event Customer believes it is entitled to a service credit, Customer must notify Getac of its request (“Service Credit Request”) within 60 days of the last day of the calendar month for which Customer believes a service credit is due. All such Service Credit Requests must be made in writing to legal@getacvideo.com. The Service Credit Request must contain the following information: (a) a detailed description of the incident causing downtime, (b) information regarding the time and duration of the downtime, and (c) a description of Customer’s attempt to resolve the incident at the time of occurrence. Customer may unilaterally offset amounts payable with service credits if not provided within sixty (60) days of its submittal of the Service Credit Request. Getac will evaluate all available evidence for final determination whether a service credit is due. In the event Getac determines Customer is entitled to a service credit, Getac will credit Customer’s account.

4) TECHNICAL SUPPORT

In the event that technical issues arise, these issues are triaged in accordance with the chart below so that a solution can be implemented as quickly as practicable.

SUPPORT PORTAL

Getac Technical Support assists customers and logs technical issues using The Getac Support Portal. The

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time
Severity 1	-Business critical function is down -Material impact to Customer's business -No workaround exists	As soon as possible, using commercially reasonable efforts	Less than 24 hours
Severity 2	-Business critical function is impaired or degraded -There are time-sensitive issues that materially impact ongoing production -Workaround exists, but it is only temporary	1 Business Day	Less than 1 week
Severity 3	-Non-critical function down or impaired -Does not have significant current production impact -Performance is degraded	1 Business Day	Mutually agreed time frame based on prioritization

Support Portal provides customers with support transparency and facilitates fast resolution of technical issues. A typical Support Portal request proceeds as follows:

- 1) Customer experiences an issue and emails support@getacvideo.com, which creates a ticket in the Support Portal.
- 2) Getac responds to the ticket with full visibility to the Customer, Getac Support emails the Customer with support ticket updates.
- 3) Should Customer have any questions or concerns, it can reply to Getac Support ticket emails to facilitate a faster resolution.
- 4) Support tickets are generally resolved within 24 hours.

Getac Technical Support personnel have extensive technical support experience in the public safety sector, making them especially well-qualified to provide top-notch customer support for the Getac video solution.

PLATINUM SERVICE PLAN

In addition to the Support Portal, Getac will be providing Customer with a Premium Service Plan, which will include:

- 1) Getac will provide Customer with a dedicated technical account manager who will (a) be Customer's primary contact for any support requests, (b) become familiar with Customer's system, (c) stay current on Customer's system configurations, (d) document changes to Customer's system, (e)

perform proactive monitoring of Customer's system, (f) coordinate all support activities on Customer's behalf, and (g) perform additional service-related tasks for Customer as needed.

2) An quarterly system health check will be performed by the dedicated technical account manager, which will include on-site system health checks to evaluate the baseline performance of all major system components. After completing the annual system health check, the account manager will provide customer with a report of the system evaluation and any recommendations to improve system health.

3) 24/7 enhanced service remote response times, as set forth below:

Incident Priority	Business hours	After Hours
Low	Less than 20 Minutes	Less than 30 Minutes
Medium	Less than 20 Minutes	Less than 20 Minutes
High	Less than 20 Minutes	Less than 20 Minutes

4) 24/7 enhanced service in-person response times, as set forth below:

Incident Priority	Business hours	After Hours
Low	5 Business Days	7 Business Days
Medium	3 Business Days	5 Business Days
High	48 Hours	72 Hours

5) Getac will, upon mutual agreement of the Parties, send technical assistance to Bridgeport to resolve issues that cannot be addressed remotely. Resources will be scheduled based on severity of issue(s) that require service, and Getac will use best efforts to provide technical resources on-site in accordance with the table above. "Business Days" shall mean Monday through Friday, but excludes all federal and state holidays.

Support requests during Getac normal business hours will be managed by the dedicated technical account manager. Support requests after Getac normal business hours will be managed by the Getac Technical Support team, which will have the option to bring the dedicated technical account manager in for problem resolution as needed. The Premium Service Plan is provided at an additional cost, and its termination or renewal will be subject to the term and termination provisions of the Master Terms Agreement.

5) MAINTENANCE

Standard Service maintenance and updates will occasionally be necessary to ensure optimal Service performance, and will not be counted against Uptime for purposes of service credit calculations. Getac will always attempt to minimize impact on Service availability to Customer by scheduling during off-peak hours to the extent possible. Emergency maintenance for debugging and other unanticipated needs may be counted against Uptime for service credit calculations.

6) TERM AND TERMINATION

This SLA commences on the Effective Date and shall continue in effect until terminated by either party. Getac may terminate at any time upon written notice for non-payment by Customer of the Services, or for any material breach of the Master Terms Agreement or any other agreement with Getac.

7) EXEMPTIONS

Service credits shall not be available for unavailability of Services caused by or arising from (a) Customer

or Customer's third-party equipment, (b) a third party, (c) force majeure events, or (d) termination of the underlying purchase order or sales contract between Getac and Customer.

8) LIMITATION OF LIABILITY

In no event shall Getac be liable to Customer for any special, incidental, consequential, punitive or similar damages, including but not limited to, lost profits, loss of data, or business interruption losses, associated with the Services.

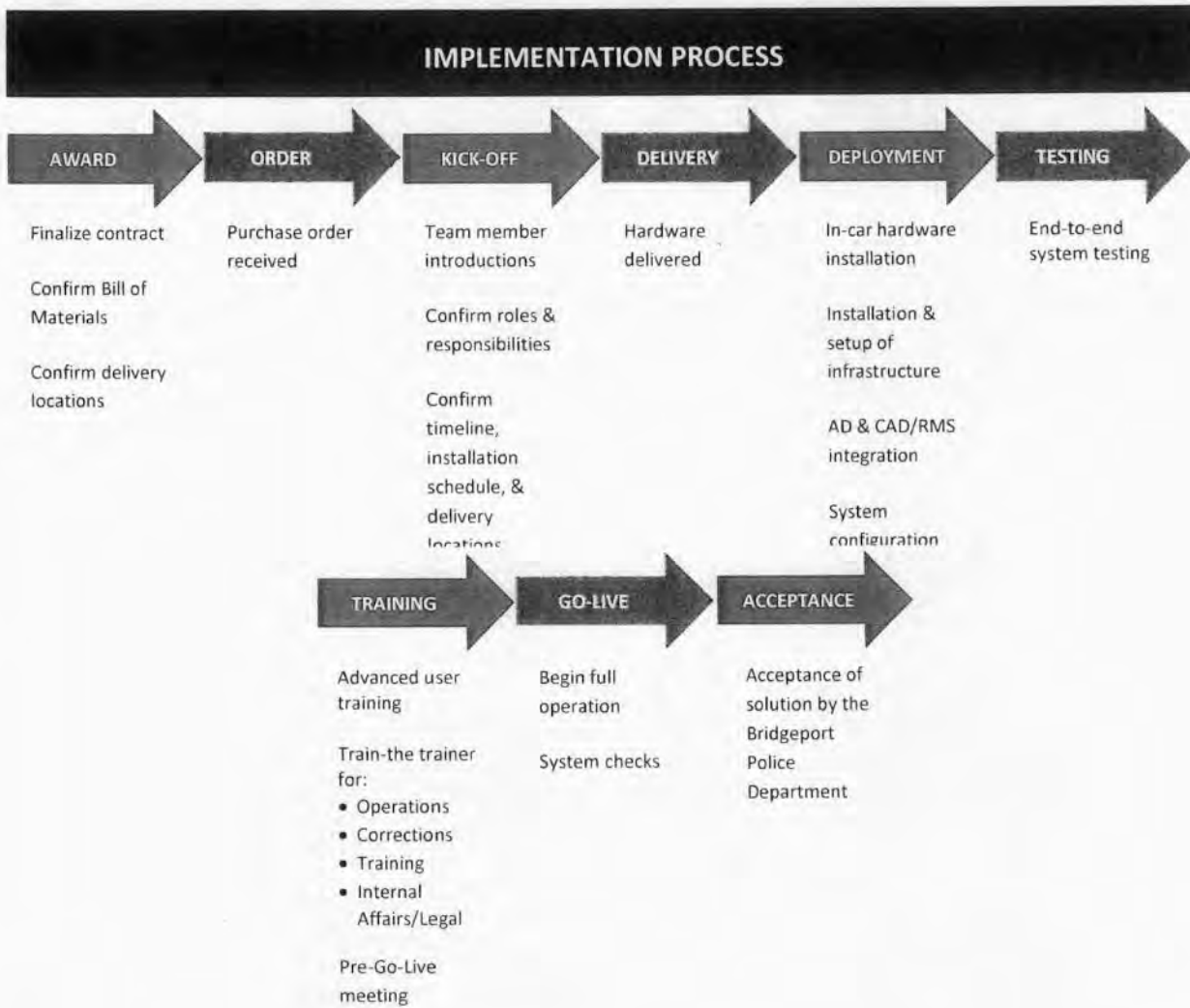
9) MISCELLANEOUS

This SLA constitutes the entire agreement and understanding between Getac and Customer with respect to the subject matter of this agreement. The terms of this SLA shall not be modified unless made in signed writing by both parties, and neither party shall assign, delegate, or transfer its rights or obligations under this SLA to any third party without the other party's prior written consent.

This SLA shall be governed by and construed in accordance with the substantive laws of the State of Connecticut. If a conflict exists between this Service Level Agreement and the Master Terms Agreement, the Master Terms Agreement shall govern.

IMPLEMENTATION PLAN

Implementation Process Overview



Required Resources, Roles, and Responsibilities

We expect the Bridgeport Police Department to provide:

- Primary Point of Contact
- Workspace for the project team
- Training space
- IT resource to coordinate Active Directory configuration
- IT resources for CAD/RMS integration (if used)

- List of evidence categories with associated retention periods
- List of users and camera assignments
- Network drop and available power outlet for docks
- Monitors, mice, keyboards, etc.
- Participation in weekly calls and onsite meetings

Project Timeline (adjust according to Exhibit A)

Getac offers implementation services tailored to meet departmental needs. A sample preliminary project plan follows.

Purchase Order One—SAMPLE PROJECT PLAN

Activity/Milestone	Date	Effort (Days)	Participants
Purchase Order	3/1/22	10	Department Personnel
Project Kick-Off	3/21/22	1	Department Personnel, Getac,
Hardware Delivery	4/28/22	1	Getac
In-Car Hardware Installation	TBD-based on BPD Schedule		Island Tech Services
On-Site Deployment	5/10/22-5/13/22	4	Department Personnel, IT Support, Getac, ITS
Testing	5/10/22-5/13/22	4	Department Personnel, IT Support, Getac, ITS
Training	5/10/22-5/13/22	4	Department Personnel and Getac Trainers
Pre Go-Live Meeting	5/12/22	1	Department Personnel, Getac
Go-Live	5/13/22	1	Department Personnel, Getac
Post Go-Live System Checks	5/16/22-5/22/22	5	Department Personnel, Getac
Solution Acceptance	5/22/22	1	Department Personnel
Hand off to Tech Support	5/22/22	1	Department Personnel

Purchase Order Two—SAMPLE PROJECT PLAN (adjust according to Exhibit A)

Activity/Milestone	Date	Effort (Days)	Participants
Purchase Order	2/1/23	10	Department Personnel
Project Kick-Off	3/1/23	1	Department Personnel, Getac,
Hardware Delivery	4/28/23	1	Getac
In-Car Hardware Installation	TBD-based on BPD Schedule		Island Tech Services
On-Site Deployment	5/16/23-5/20/23 5/23/23-5/26/23	10	Department Personnel, IT Support, Getac, ITS
Testing	5/16/23-5/20/23	5	Department Personnel, IT Support, Getac, ITS
Training	5/23/22-5/26/22	3	Department Personnel and Getac Trainers
Pre Go-Live Meeting	5/23/23	1	Department Personnel, Getac
Go-Live	5/26/23	1	Department Personnel, Getac
Post Go-Live System Checks	5/26/23-6/15/23	5	Department Personnel, Getac
Solution Acceptance	6/15/23	1	Department Personnel
Hand off to Tech Support	6/15/23	1	Department Personnel

Detailed Implementation Description

ORDER

The purchase order will be submitted to Getac, which will initiate the deployment process.

KICK-OFF

The dedicated Project Manager for Getac for this project will coordinate an initial kick-off meeting that may be done remotely or in person once the contract has been issued and fully processed to review the order, define the scope of work, deployment plan and project milestones.

Getac Project Manager will also communicate the necessary management reviews and status updates for the project milestones on regularly scheduled touchpoint calls that will be on weekly or bi-weekly basis to the Department stakeholders. The Project Manager will be responsible to plan, monitor, report, track and manage the project status at the beginning (pre-planning phase), during implementation (implementation phase) and upon conclusion of the project on a project wrap up meeting to ensure project milestones are met in the defined project timeline.

The Solutions Architects assigned to the project will provide daily reports to Getac Project Manager on the work completed each day and on weekly basis in a weekly recap report. The Getac Project Manager will provide the Department stakeholders with daily and weekly recaps of the work completed for the various training sessions scheduled, body cameras deployed, and in-car video systems installed. Any issues that may arise which cannot be immediately resolved will be escalated to the Getac Project Manager who will then advise the Department personnel. If a change order request is needed, the Getac Project Manager will note the change request for tracking purposes and forward to the Department for approval.

Field reports are created by Solutions Architects, along with weekly and monthly project updates, vehicle lists, and support inquiries that are all managed within a consolidated CRM, which is closely monitored. Customer facing documentation, which may include but are not limited to, vehicle list, field reports, and project reports created by the Technical Field Services team, is hosted within OneDrive and is restricted to authorized users from the Bridgeport Police Department and Getac team members.

DELIVERY

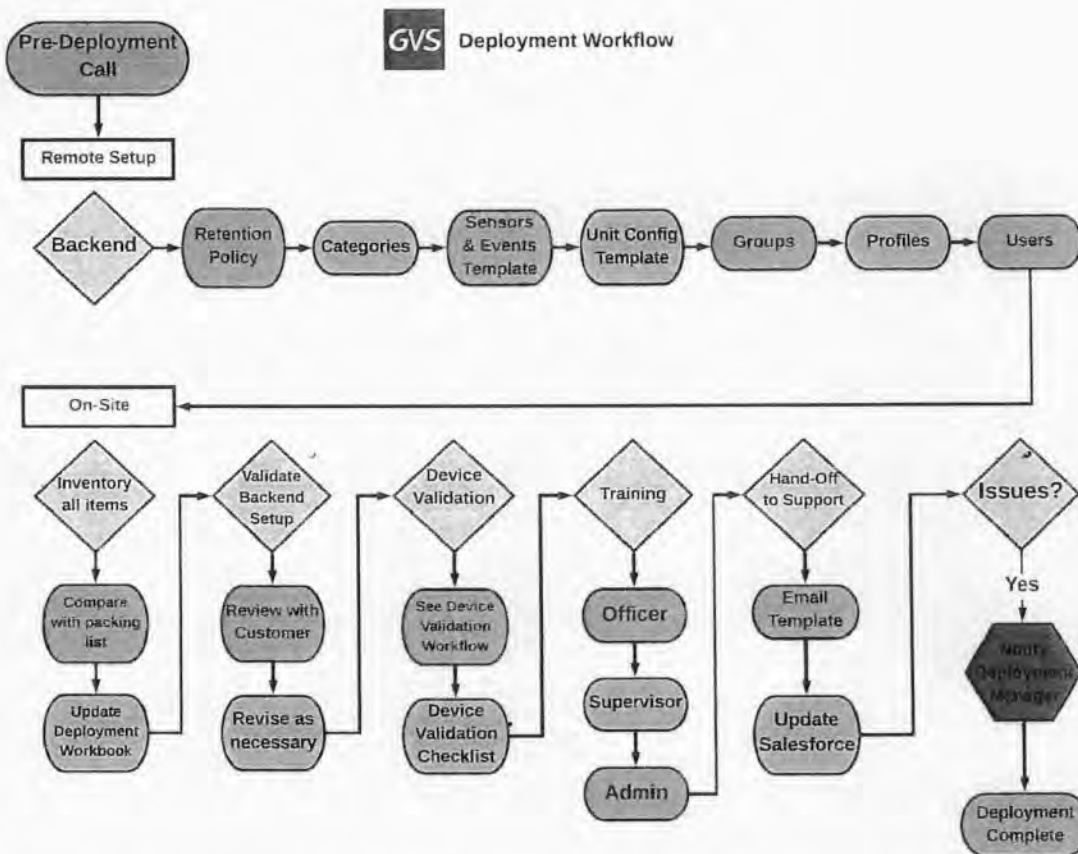
All ordered hardware will be delivered to agreed upon locations according to the delivery timeline.

The Project Manager monitors project milestones for timely delivery and issue identification. This includes, for example, estimated hardware delivery dates, server readiness, and training progress. The Solution Architect audits the deployment configuration after completion. Any risks identified by the deployment team are escalated within 1 business day to appropriate Getac resources for remediation. In this way, Getac effectively manages project deployment risk and promotes on-time delivery.

Issues that may arise during the project or post-deployment that have been escalated to Getac Support which cannot be resolved remotely, or OTA may require an onsite service call will be forwarded to Getac Support Manager. The Getac Support Manager will coordinate with Getac PM to schedule a Solutions Architect or Deployment Technician to travel onsite in order to resolve this maintenance or service call in timely manner.

A Risk Management Plan will be created in the Planning Stage and will be maintained, updated and accessible for the life of the project in order to provide a method for managing risk. The Risk Management Plan shall include response measures in order to avoid potential risk scenarios, control and mitigate risk events through immediate steps, and through planning to accept or transfer risk.

DEPLOYMENT



The project implementation team will be responsible for leading in-depth meetings to discuss vehicle and backend installation and the implementation of video capture, movement of files (including upload optimization), content management, storage workflow, retention policies, incident tagging, evidence sharing, workflow efficiency and additional requirements as needed.

Deployment schedule will be developed upon notice of award and PO processing by the Department to Getac. Estimated timeline will heavily depend on which entity is providing the installation services and their expected throughput per day.

SYSTEM CONFIGURATION

Getac will provide Cloud Configuration Services including:

- Provision and configure the Department's Getac Management Cloud Server
- Create and configure Evidence Categories and Retention periods as provided by the Department.
- Create and deploy device configuration templates for each of the device types:
 - Vehicles with rear cameras

- Body Cameras
- Camera Multi Docks
- Create Roles and Groups per Department's requirements
- Configure system permissions for each of the Roles per Department's requirements
- Work with Department resource to configure integration with Department's Active Directory (AD) system in order to provide user accounts

The Bridgeport Police Department will be responsible for:

- Provide a resource at to coordinate AD configuration for syncing
- Providing a list of Evidence Categories with associate Retention Period

INSTALLATIONS

Installation services will take place at the Bridgeport Fleet Garage. Installation services will include:

- Training Day - The first day of the deployment will be training provided by a Department representative to lead install technician and project manager at the headquarters facility to determine the exact installation methodology, mounting locations, wiring configurations, and safety requirements while working in and around Department facilities.
- Installation of Getac hardware including:
 - Getac DVR, cameras, and monitor
 - Bluetooth Trigger Box
 - Body Camera USB Dock
 - External Antenna
- Configuring and testing the installed system as required
- Cleanup and disposal of all packing materials and trash
- Installs will be conducted Mon-Friday, 8am-6pm
 - Hours and days may be flexible if agreed upon by all parties during the course of installation/deployment
- A Video Completion Document (VCD) will be completed by the install tech for each vehicle installed and will capture make/model/Unit # of the vehicle along with device serial numbers of the installed equipment. Completed VCDs will be uploaded at the completion of the day to a OneDrive repository and will be made available to the Department.
- Satisfactory completion and acceptance of each vehicle installation will be evidenced by a fully executed Vehicle Completion Document (VCD). The Department will designate a POC onsite who will be responsible for reviewing each installation and signing the VCD confirming the installation has been satisfactorily completed. The VCD is a 3-copy NCR document where one signed copy will be left with the designated onsite POC.

The Department will be responsible for:

- Providing a well-lit secure area for vehicle installation with enough room to install three vehicles simultaneously
- List of vehicles by installation location, including vehicle VIN#, Fleet#, Make, Model, and Year
 - Communicating any changes to the list that may occur prior to the start of or during installation
- Removal of all weapons from vehicles prior to installation
- Scheduling and delivering an agreed upon minimum of vehicles to each installation location per day

Getac will configure and assist the Department with deploying the body cameras and the camera multi-docks.

- Configure and install the Getac 8-port multi-dock at the specified locations.
- Apply configuration and test the Getac body cameras

Bridgeport Police Department will be responsible for:

- Providing a network drop and available power outlet for each Getac Camera multi-dock at each of the installation locations.
- Provide a list of users and body cameras assignments

TESTING

System Testing

The Project Team will validate all aspects of the system. The testing and acceptance workflow will go through each system component beginning with the in-car and body-worn camera systems, the on-site hardware components installed at each location, and the evidence management configuration settings.

Sample testing and validation documentation have been provided for the Bridgeport Police Department's reference, and include:

- DVR Installation Workflow
- On-Site Deployment Workflow
- Multi-Dock Installation Validation
- Permission Checklist
- Deployment Hardware and EVM Checklist
- Deployment Validation Checklist
- Trigger Box Installation Workflow
- Vehicle Validation Checklist

Software and Host Test Tools

Getac uses a combination of Vulnerability Scanning and Penetration testing to maintain / validate security controls in the environment. Monthly scans for known vulnerabilities are performed for all public-facing hosts by intruder.io, with near-real-time scans kicking off automatically for emerging vulnerabilities. Getac recently completed a live penetration test and does so yearly to meet FedRAMP Compliance guidelines.

TRAINING

The below constitutes a full training curriculum for camera deployments. Abbreviated train-the-trainer sessions focus on system administrator training, with the expectation that system administrators will then train end-users.

Course	Prerequisites	Duration	Class Size and Location	Method of Instruction	Required Attendees
System Administrator Training	System Administrator Foundations	As Needed	To be determined by Department	Lecture; hands-on	Administrators; backup personnel
Officer Training	None	Officers will be trained in phases, with each phased class _____ minutes long	To be determined by Department	Hands-on predominantly; lecture	Officers; Administrators
Command Staff Training	None	As Needed	To be determined by Department	Lecture; hands-on	Commanding Officers; Administrators
Train the Trainer	System Administrator Training	1-2 days (8 hours each)	To be determined by Department	Lecture; hands-on	Agency must identify in advance
Security Profiles	System Administrator Training	As Needed	To be determined by Department	Lecture; hands-on	Administrators
Diagnostic Training	System Administrator Training	As Needed	To be determined by Department	Lecture; hands-on	Administrators
Maintenance Training	System Administrator Training	1 hour	To be determined by Department	Hands-on	Administrators
System Administrator Foundations	None	As Needed	To be determined by Department	Lecture	Administrators

STAFF TRAINING

1) System Administrator Training

System Administrator Training is a comprehensive, in-depth session covering all hardware and backend features, use, maintenance, diagnostics, and security. This training session will consist of two primary parts:

A) a high-level conversational lecture and demonstration of the Getac video solution aimed at the power user (i.e., system administrators). Part of this section will instruct on how to tailor the Getac video solution to meet department goals.

B) An in-depth, hands-on learning session focusing on practical use of the hardware and backend.

Specific topics covered include:

Hardware Installation

- Hardware details and specs
- Best practices / Getac warranty standards and requirements
- Hardware mounting locations
- Integration to computer
- Maintenance / Troubleshooting / Support
- Optional accessories

End-User

- Hardware (cameras, microphones, DVR, BWC, triggers, and accessories)
- Logging into the Getacclient and Enterprise
- Features and functions of interface
- Metadata
- Viewing video on local machine
- Video offloading
- Viewing uploaded video
- Best practices

IT / Networking

- Server and software installation
- Firewall details and configuration
- Features and functions of interface
- System Settings
- Unit configuration (Templates, sensors and events)
- Policies (Retention and Upload)
- Permissions (User Group, Roles, Profiles)
- Incidents and Forms (Incidents, Forms, Form Fields)
- Reports
- System management

- Version management (Auto-updater)
- BWC Docking Stations – Multi and Vehicle
- Active directory
- Analytics
- Live-View
- Viewing and sharing media
- Server/system maintenance
- BWC Management

2) Officer Training

Officer Training focuses on the practical usage of Getacbody worn cameras and software. This training will take a pragmatic approach to the following:

- Overview of hardware and features
- -BWC, triggers, mounts, docks
- Logging into the Getacclient and Enterprise
- Features and functions of interface
- Metadata - what is it and how is it useful?
- Viewing video on local machine
- How to offload video
- How to view uploaded video
- Best practices / Tips and tricks

3) Command Staff Training

Command Staff Training will include lectures, hands-on devices, and backend training from a practical and policy perspective. Unlike the Officer Training session, this class will delve into department policy objectives and goals and how the Getac video solution can be tailored to those goals. Specific topics include:

- Overview of hardware and features
- -BWC, triggers, mounts, docks
- How to log into the Getac client and Enterprise
- Features and functions of the interface
- Metadata
- -What metadata is collected?
- -What other information can metadata be combined with?

- -How can this metadata be used to assist the Department in real-time and in a predictive capacity?
- Viewing video on local machine
- How officers offload video
- How to view uploaded video
- Best practices / Tips and tricks

SUBJECT MATTER TRAINING - For System Administrators

1) Train the Trainer Training

This class targets a small group of individuals for specialized training that will prepare them to teach other personnel once the class has been completed. This is an intense, hands-on, and lecture-style class over the course of 2 days; participants should have a propensity for learning new technology and the ability to communicate technological concepts. Once this class is complete, trainers will have a full understanding of the Getac video solution and will be able to fully train other department personnel on how to use the hardware and software.

2) Security Profiles

This class will teach the basics of Roles, Profiles, and Groups within the Getac video solution; Getac personnel will work with system administrators to tailor the Getac Video Solution to match the Department's security needs.

3) Diagnostic Training

This class is mandatory for system administrators and teaches them how to solve problems that may arise with the Getac video solution. The class will help system administrators identify technical issues so that they may be fixed within the Department or otherwise escalated to Getac for technical assistance when necessary.

4) Maintenance Training

Maintenance Training will cover basic tips and tricks for Getac hardware maintenance; this class will be brief, however, as most Getac hardware is maintenance-free.

5) System Administrator Foundations

This class covers foundational knowledge a system administrator should possess in order to make full use of the Getac video solution. Topics covered include basic knowledge of networks, active directory, and security. This is a prerequisite for the full Systems Administrator Training.

Go-Live

At this stage the solution will be put in service to allow for real-world use and continued testing and monitoring.

Acceptance

After final testing, configuration revisions, and validation of all components the Bridgeport Police Department will accept the solution as delivered complete as specified.

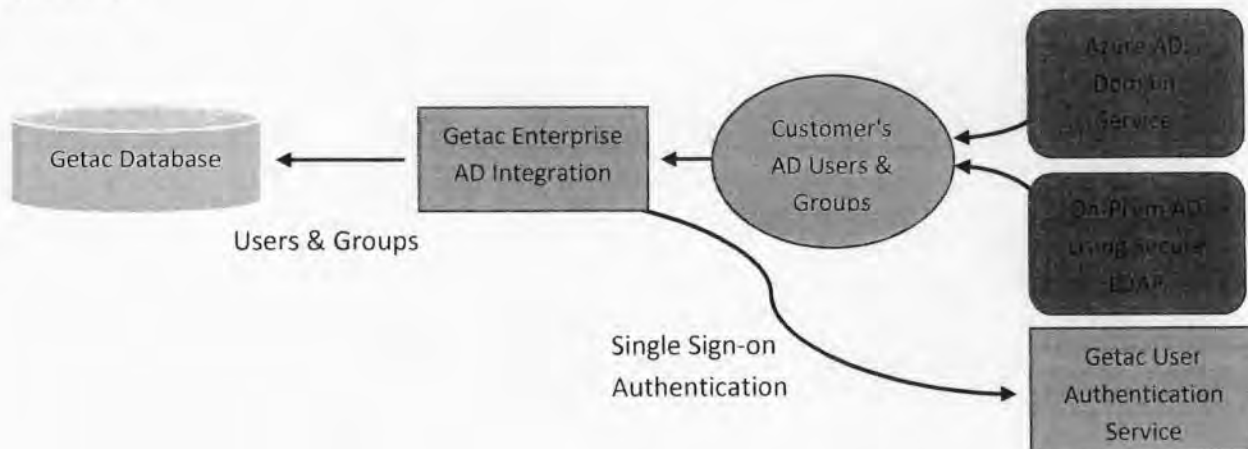
Integrations and Data Migration

Active Directory (if applicable)

Features:

- Seamless integration with Microsoft AD using Secure LDAP
- Supports integration with Azure AD Domain Service
- Bulk import of Users and Groups
- Single Sign-on – using same username and password to authentication on Getac application.
- AD Group mapping with Getac Users Group
- Automatic Role & Permission Profile assignment based on AD group Mapping
- Automatic data Synchronization to keep user accounts updated
- Centralized portal for settings and configuration using Getac Enterprise application

Workflow



Active Directory Resources Requirements:

- IT person who can provide Active Directory LDAP connection information or Azure AD Domain Service App credentials
- Agency's domain and AD user account with 'Directory Services' permission to query data by Getac AD service application.

- One on-prem VM with Windows Server OS with 1GB of free space on OS drive to install Getac AD integration software.
- Server should be accessible over public IP and a configured port. This would allow Getac cloud to connect the Getac AD integration service for data synchronization and authentication. This change would require the agency's IT personnel to configure the public Firewall to allow traffic from Getac cloud.
- Administrator access is required to connect and install the Getac AD software on to the on-prem server.

Note: All communication between the Getac cloud and on-prem AD services is secured over SSL/TLS 1.2.

CAD/RMS- (if applicable)

CAD Integration provides a means for associating and attaching CAD information to video assets within Getac Enterprise. This provides a means for searching for assets within Getac Enterprise, that were generated as a result of the CAD Event. This is an important feature for grouping evidence relevant to investigations and cases.

The CAD Integration system provides the following features:



Ability to bring in CAD Event data from CAD systems. Currently, import of CAD CSV and XML formatted files, are supported.



Match a video asset with a CAD Event data and attach the related CAD data to the asset. Currently the CAD ID is attached to the asset.



Optional modes of operation: Automated matching of CAD Event to video asset upon video upload to Getac Enterprise. It also adds the ability for an officer to search for a CAD Event, from the Mobile Video Solution (MVS) Application, matching an asset and select the event's CAD ID to attach to an asset. This is currently included as part of the Asset - Category Form.



CAD Event data appears in the Asset Description field within the Getac Enterprise Asset List. Currently the data displayed, consists of the CAD ID.



The CAD ID is searchable from the Getac Enterprise - Global Search.

Operation Modes:

Automated Matching



Officer Aided Search – Matching



Project Requirements:

Some components of the CAD Integration Getac Enterprise module are installed and executed within the agencies local network environment. There are several prerequisites that must be provided for these components to be installed and operated. These resources (hardware and software) are Agency managed and supported.

These Prerequisites include:

1. A server where components of the CAD Integration product are installed and executed (CAD Integration server).
2. A shared folder where incoming CAD export files (currently CSV or XML) are dropped. This folder can exist on the CAD Integration Server or can be a network shared folder.
3. A Microsoft SQL Server database or SQL Server Express database is used to store CAD data and CAD Integration configuration information. It can be installed on the CAD Integration server or on a separate server accessible from the CAD Integration server.
4. The CAD Integration server must be network accessible from a public IP and port. Getac Enterprise must be able to reach services running on the CAD Integration server.

Resources

To successfully implement a CAD Integration with Getac Enterprise, the following resources are recommended to oversee and facilitate various functions of the project implementation.

1. A dedicated Customer Agency IT resource to manage the previously listed Prerequisites.
2. A technical resource from the source CAD application may be required to help provide the exported CSV or XML files supported by the Getac Enterprise CAD Integration module.
3. An assigned Getac Project Manager to oversee and manage the combined resources and configuration.
4. Additional development resources and cost may be required from either the CAD vendor or Getac to accommodate the unique configuration of the Agencies implementation if the project falls outside of the standard expectations and functions explained in this document.

AD Event Data Input:

CAD Event Data Files

Currently CSV and XML formatted files (Exported from the CAD application) containing the CAD Event data (and other required data points) are supported. The customer agency is responsible for periodically supplying the files in a directory accessible by the CAD import process. The interval at which these files are supplied is at the discretion of the customer agency and impacts how quickly Getac Enterprise can process a matching CAD Event.

The following data elements must be present for each CAD Event:

- CAD ID
- Officer ID
- Timestamp

NOTE: The Officer ID must match the Officer ID's used in Getac Enterprise.

CSV Files

The CAD Integration system accepts CSV formatted files exported from the Source CAD application conforming to the following standards:

- Comma delimiter
- Text can be quoted or not quoted. If text is not quoted, the text must not contain commas to avoid being interpreted as a delimiter
- One CAD Event per line Other considerations:

- A CAD Event should be available in a file shortly after the event is created to ensure it is available for matching or searching when the video is uploaded, or the CAD ID is searched and selected in Getac Enterprise.
- More than one CAD Event may be presented in a single file.
- A CAD Event line within a CSV file is considered unique based on the CAD ID, Officer ID and Timestamp.

XML Files

The CAD Integration system accepts XML formatted files conforming to the following:

- One CAD Event per file
- Text must not be quoted
- The CAD ID and timestamp must be stored at the root level.
- All required data elements must be reachable using a standard XML path.

Other considerations:

- A CAD Event should be available in a file shortly after the event is created to ensure it is available for matching or searching when the video is uploaded, or the CAD ID is searched and selected in Getac Enterprise.
- More than one CAD Event may be presented in a single file.
- A CAD Event line within an XML file is considered unique based on the CAD ID, Officer ID and Timestamp.
- Multiple officers can be assigned to a single CAD Event, but all Officer ID's must be present in Getac Enterprise.
- To ensure compatibility with Getac CAD Integration, CAD XML files must be verified by Getac.

Functional Components:

File Ingestion

Once a new CSV file is identified in the Network drop location, that CSV file is parsed, and the data posted to a Getac Enterprise database.

- A service job executes on a scheduled basis to process the newly added file(s) in the network drop location.
- The job parses the file(s) into CFS data fields
- Data from the file is posted to a Getac Enterprise database based on the mapping defined in the configuration

Matching Videos to Calls for Service (CFS)

A Getac video is matched with a CAD CFS by a process that executes on a scheduled basis (Customer determined schedule).

The data elements that will be used for matching a Getac video to a CFS are as follows:

Video Metadata	Call for Service
Officer	Badge ID
Recording Started + Recording Ended	Date Time
Lat Long (Latitude and Longitude)	Latitude and Longitude

- Badge ID is the officer's assigned ID.
- Note: An officer's Badge ID in the CAD Application must be the same as the Unique ID set in the officer's Getac Enterprise user profile.
- Date and Time from call for service is compared against the start of the video recording. It is possible, or even likely, the video recording starts later than the CFS date and time. Therefore, there is a configurable allowance for a difference in time.
- The latitude and longitude are compared against the one or more latitude and longitude pairs from the video metadata. The values will likely not be an exact match, so there will be a configurable distance allowance applied.

Adding Call for Service Data to Assets

Once a video asset is found to have a matching CFS, the CAD number, officer name, and type of call included with that CFS are added to the asset in Getac Enterprise.

When the asset is displayed in the Assets table within Getac Enterprise, the CAD ID appears in the Description column.



Configuration Parameters

The following configuration parameters are required for the CFS data:

- Retention Period: specifies how long a call for service record will be retained in the Getac database.
- Allowance for time difference: Allows for a difference in time between the time of the video recording and the time stamp on the CFS.
- Allowance for difference in distance: Allows for a difference in distance between the GPS coordinates from the video and the location from the CFS.

Getac Video Migration (SAMPLE SOW PROVIDED)

Getac Enterprise is a robust Digital Evidence Management System (DEMS) with a native ability to ingest file types from many different devices for storage and playback. Getac supports the most extensive library of playable file types in the industry and can store virtually all file types for later export. Getac prides itself on our development team's agile ability to create custom import tools to facilitate the migration of legacy data.

Data migration is a custom effort. Getac will work with the Department to prepare the files for transfer and then do the work to ingest them into Enterprise.

To date, Getac has completed phased legacy data migrations of many customers successfully but does not disclose the nature of the migration in public responses for security reasons.

The cost for storage of migrated video is approximately \$625-\$650 per TB, annually. This does not include the cost of the custom migration work. Additional details will be needed from the Department to develop a full scope of work for this service and provide an accurate quote. Getac will be providing this data migration at no cost to Bridgeport Police Department or the City of Bridgeport.

MIGRATION OVERVIEW

Data from other systems may be imported using our Import Utility software and supporting services. This import process enables secure, auditable migration of video files and related metadata into Getac Enterprise. Imported recordings are managed as assets in Getac Enterprise, and once imported, we can take advantage of the metadata display, search, playback, categorization, retention, and export.

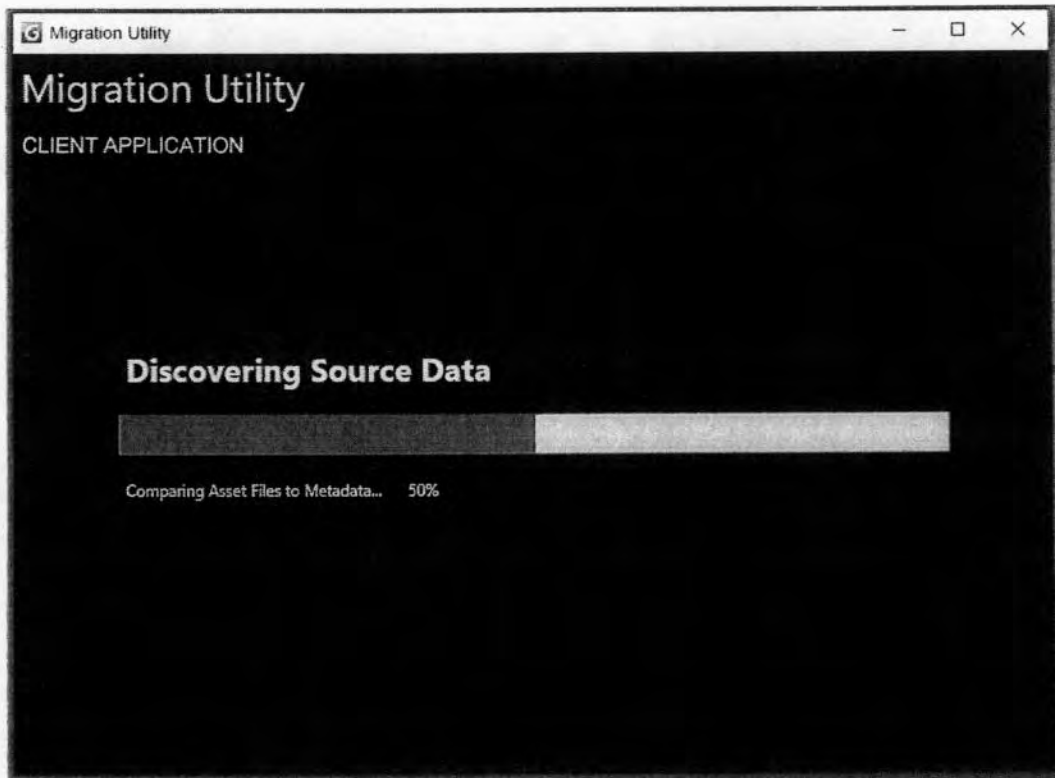
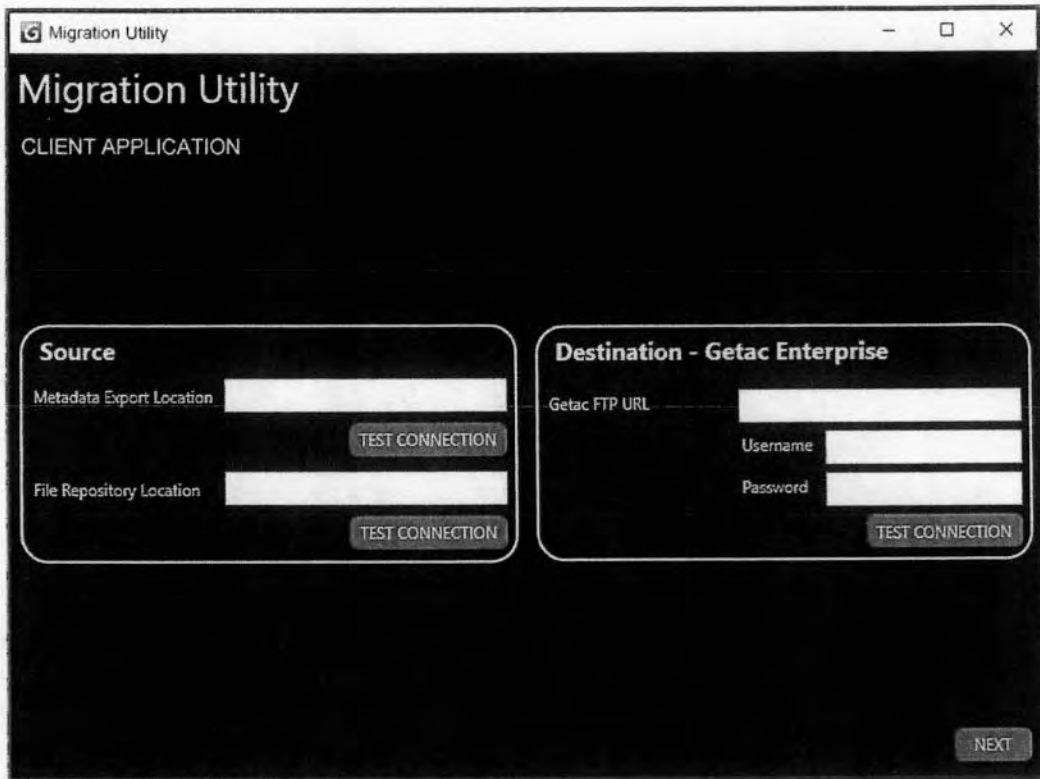
GETACREQUIREMENTS

1. Metadata available as CSV
2. Collaboration with the agency to read and validate CSV files and data records
3. Server Access from agency for Getac to be able to install and configure migration software
4. Evaluate status of data and communicate with agency
5. Confirm with Agency
6. Data with insufficient metadata will have to be manually transferred
7. Videos will be searchable in EVM and viewable by downloading and playing in an arbitrator player

Migration Execution

a Before fully starting to migrate, we will test migration with one or more sample data sets (up to 1% of the data) to validate and confirm all data mapping and to allow the client and Getac to gain comfort with the process.

b Time needed for migration of this scope of data is dependent upon the size and count of video files, transfer method and speed used to migrate the recordings and metadata to the Getac Cloud environment.



Migration Utility

CLIENT APPLICATION

Source Content Results

Video Files Found	242950
Image Files Found	0
Metadata CSV Export Files Found	1
Total Metadata Rows in all Export Files	243467

Source Issues

Images/Videos missing metadata row match	0
Metadata Rows with no matching file	537
Duplicate metadata and/or files found	333

RETRY

Total Matched Assets

Images/Videos with matching metadata	242950
--------------------------------------	--------

BACK IMPORT ALL MATCHED ASSETS

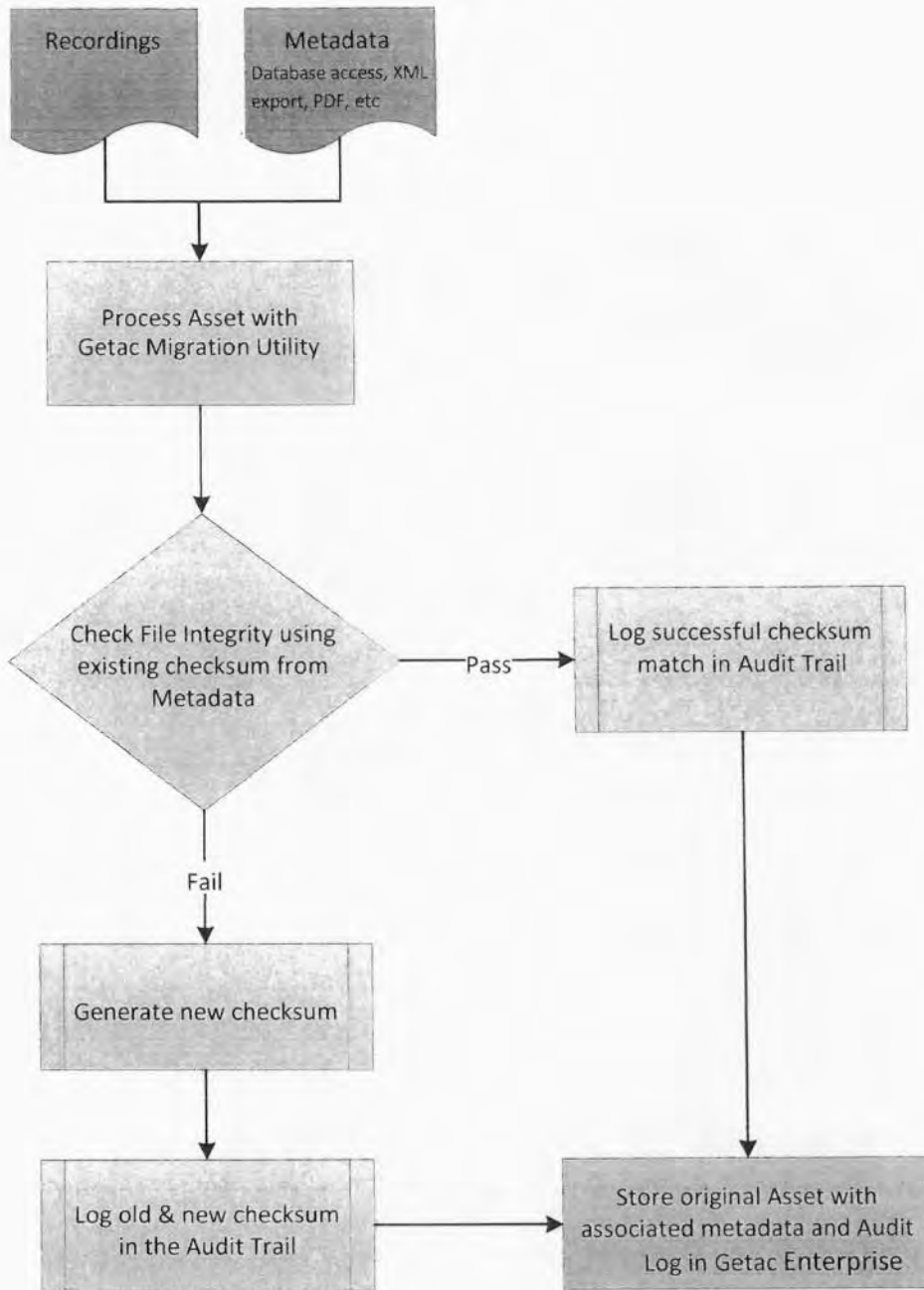
Migration Utility

CLIENT APPLICATION

Transferring Data

Overall Progress 50%

0%





Getac, Inc.

3800 American Blvd W, Ste 500
Bloomington, MN 55431

MIGRATION
**STATEMENT OF WORK
AND SERVICE AGREEMENT**

between

**GETAC VIDEO SOLUTIONS INC.
("GETAC")**

and

**Bridgeport Police Department
("CUSTOMER")**

Effective Date: _____

OVERVIEW

The key terms of this Statement of Work and Service Agreement are contained in this section.

• CONTACTS	
• Customer Primary Point of Contact	•
• Reseller Primary Point of Contact	•
• Getac Solution Architect	•
• Getac Delivery Manager	•
• Getac Sales Manager	•

• SAMPLE--SCOPE OF WORK	
• Data Discovery	<ol style="list-style-type: none"> 1. Full access to asset location, i.e via logmein ideally with unattended access. 2. Customer collaborates with Getac to locate asset and metadata format. Identify structure 3. Getac to gather expectations from customer of how the asset/metadata will be used in EVM
• Server Requirements	<ul style="list-style-type: none"> • Customer Server Requirements <ol style="list-style-type: none"> a. Upload throughput greater than 50mbps b. Able to establish FTPS connection to Getac Cloud (firewall on ports must be open) c. Operational and stable server environment • Getac Server Requirements <ol style="list-style-type: none"> a. Service Installed, ready to migrate data
• Asset and Asset Metadata (Basic Migration)	<ul style="list-style-type: none"> • Given that all assets follow the same structure, Getac can migrate the files. Assets that do not have the same structure will not be migrated. Infinite retention will be applied automatically. • Information that will be migrated as part of a Basic Migration includes: <ul style="list-style-type: none"> • Officer Information <ul style="list-style-type: none"> ○ OfficerID ○ FirstName ○ LastName • Asset Information <ul style="list-style-type: none"> ○ FileName ○ Start DateTime
• Additional Development (Custom Migration, to be determined)	<ul style="list-style-type: none"> • Older server configurations require additional technical discovery: <ul style="list-style-type: none"> • Ex: Older than Windows 2012 R2 • Additional customer data requirements. This could include: <ul style="list-style-type: none"> • Migrating case information • Additional search functionality

	<ul style="list-style-type: none"> • Custom retention periods • Category migration • Other • • PLEASE NOTE: This requires additional discovery and development, post kick-off
• Cost	•
• MILESTONES	
• Kickoff Call/Data Discovery Date	•
• Migration Desired Completion Date	• To be determined by Getac. This is dependent on data discovery, server configuration, and vendor collaboration.
• Project Completion Review Date (6 months from kickoff)	• To be determined by Getac. This is dependent on data discovery, server configuration, and vendor collaboration.
• Completion Date	• To be determined by Getac. This is dependent on data discovery, server configuration, and vendor collaboration.

1. INTRODUCTION

This Statement of Work and Service Agreement (“SOWSA”) describes the engineering and technical services Getac will provide to the Customer for this Project. “Project” shall mean the Customer’s data from a third-party system to Getac’s evidence management solution. The duties and responsibilities set forth in this Agreement shall be binding upon all parties, which may only be modified in writing as agreed by all parties.

2. SCOPE OF WORK

The scope of work for this Project includes all planning, discovery, execution, development, and implementation for a successful data migration. Specific deliverables and milestones are listed in the Overview.

2.1 Deployment Scope

The following are in-scope:

Infrastructure assessment and pre-install meeting with Customer

Deployment based on requirements set forth in the “Server Requirements” above.

2.2 Out of Scope

The following are out of scope, to the extent applicable:

- Performance and stress testing
- Backup server deployment or configuration
- Ongoing maintenance, services, or licensing for third party products
- Data backup prior to commencing the Project.

With regards to data migration services and the functioning of existing servers, Getac is NOT responsible for maintenance of server hardware e.g. mounting, power, cooling, processors, memory, hard drives, Server operating system (OS) licenses, Server Database licenses, backups or any other items pertaining to a physical server, or any networking devices e.g. Routers, Access Points, Switches, Modems (Internal or Mobile), VPNs, or network firewalls. Getac does not provide SQL, Windows CAL, or any other type of licensing beyond the Getac’s software license as set forth in Getac’s End User License Agreement (Attachment B). Customer is responsible for maintaining physical server hardware and licensing with their preferred vendor.

It is highly recommended that a next day service contract is maintained by Customer in the event of a catastrophic hardware failure.

Customer is responsible for backing up all data prior to Project commencement in case of any data loss or corruption during the Project. Getac shall have no liability or responsibility for any lost or corrupted data resulting from the Project, including without limitation, a failed transfer attempt. Getac will migrate all of Customer's data that can be migrated based on the existing system and any additional development agreed to by the parties during discovery. Customer acknowledges and agrees that some data may not migrate within the existing system and such additional development. Getac shall have no liability or responsibility for migrating data that cannot be migrated based on the existing system and such additional development agreed to by the parties.

In the event of problems with an on-premise video server, Getac will assist Customer IT personnel in identifying the underlying issue and if a component of the Getac Video Enterprise is at fault, will correct said issue. Customer will provide Getac engineering personnel access to assess the on-premise server in an expedient manner to correct issues as they arise.

1. PERIOD OF PERFORMANCE AND MILESTONES

The period of performance and milestones for the Customer Project is set forth in the Overview - the start date of which will be determined (TBD) after awarding of the contract. Milestones listed are tentative, and are subject to change in Getac's discretion based on discovery.

Getac will provide data migration services based on the existing system and any additional development identified during discovery and agreed to by the parties. Any additional development or services requested by Customer after the parties have completed discovery and agreed to the scope of work will be considered outside the scope of work and may result in delays and additional fees.

In the event Customer causes a delay so that Getac or Reseller is unable to complete the work within the agreed upon period of performance, Getac and Reseller reserve the right to bill Customer for additional resources necessary to complete the work.

During the course of the migration project, Customer and Reseller understand Getac has an obligation to pause or temporarily delay the project if Getac determines, in its sole discretion, pausing or temporarily delaying the Project will facilitate or ensure a successful migration. Notwithstanding any other provision in this Agreement, Getac's right to pause or temporarily delay the Project is without limitation, and in no event shall Getac incur liability as a result of exercising said option.

2. PLACE OF PERFORMANCE

Getac and Reseller will perform a majority of the work remotely.

3. WORK REQUIREMENTS

Getac and Customer will be responsible for performing specific tasks throughout the various stages of this Project. Some of these tasks require cooperation from Customer, which shall be supplied to the fullest extent necessary to ensure Getac may fulfill its duties under this Agreement and this Project adheres to the milestones set forth in the Overview. The following is a preliminary list of these tasks which will result in the successful completion of this project, and for which Getac and Customer will be responsible with full cooperation from the any applicable Vendor. Additional tasks requiring cooperation from Customer may be identified during discovery.

REQUIREMENTS

TASK	CUSTOMER	GETAC
Full/Direct Access to Server where assets are located	x	
Verify Necessary Server/Network Requirements are met		x
Investigate Assets		x
Assets are in the same format	x	
Ensure network and bandwidth can efficiently upload data to the cloud	x	x
Ensure all necessary outgoing ports, provided by Getac, are open on the firewall	x	
Signs off on project once complete (using Statement of Completion)	x	x
Project Management		x

4. ACCEPTANCE

The acceptance of all deliverables will reside with the designated Customer Point of Contact. The Customer's signature on the Statement of Completion (attached hereto as Exhibit A) will serve as definitive acceptance of Getac's or Reseller's work, as the case may be, under this Agreement. Such acceptance shall not be unreasonably withheld. Customer acknowledges and agrees that completion of all data migration possible based on the existing system and any additional development agreed to by the parties during discovery shall constitute Project completion, regardless of the actual total percentage of data migrated. Customer is aware that it may not be possible to migrate all data within the scope of work set forth herein.

Customer shall be deemed to have accepted Getac's deliverables, as if Customer's signature appeared on the Statement of Completion, if Customer fails to notify Getac, in writing, of its intent to withhold acceptance, along with justifications, within five (5) business days of Getac providing written notice to Customer that Getac has delivered all deliverables outlined in this SOWSA.

Customer shall be deemed to have accepted Reseller's deliverables, as if Customer's signature appeared on the Statement of Completion, if Customer fails to notify Reseller, in writing, of its intent to withhold acceptance, along with justifications, within five (5) business days of Reseller providing written notice to Customer that Reseller has delivered all deliverables outlined in this SOWSA.

In the event Customer withholds acceptance, and Getac or Reseller disagree with Customer's basis for withholding acceptance, Getac or Reseller may initiate a dispute according to the following process.

5. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and shall end on the date of completion as set forth and executed in the Statement of Completion (Exhibit A) for each party.

6. OTHER TERMS

6.1 Access

Getac or Reseller employees may request access to Customer for clearance and access badges to the facilities in accordance with Customer security requirements before deployment. Getac or Reseller engineering personnel may need to be granted access to Customer servers, network switches, routers, and access points for the successful deployment of the Project.

6.2 Public Announcements

Getac, Reseller, or Customer may make public announcements and communicate with news media with respect to the subject matter of this Agreement at any point after issuance of a purchase order by Customer, or in the case of a competitive solicitation, after notice of award. Notwithstanding the foregoing, Getac, Reseller, and Customer shall be prohibited from disclosing information that may be considered "privileged or confidential" within the meaning of 5 U.S.C. § 552(b)(4).

6.3 Intellectual Property

Getac retains all right, title and interest to Getac intellectual property owned by Getac and this Agreement shall in no event be construed as a conveyance of right, title or interest to any Getac intellectual property to the Customer absent a written agreement signed by both Parties of such effect.

6.4 Indemnification

Getac shall indemnify and hold Customer, and their respective officers, boards, employees and agents harmless from any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liabilities of any kind whatsoever, including but not limited to, attorney's fees and costs of defense which may be the result of Getac's willful, negligent or tortious conducts arising out of the performance of this Agreement.

Customer shall indemnify and hold Getac, and their respective officers, boards, employees and agents harmless from any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liabilities of any kind whatsoever, including but not limited to, attorney's fees and costs of defense which may be the result of Customer or Customer's subcontractors' willful, negligent or tortious conducts arising out of the performance of this Agreement.

6.5 Limitation of Liability

GETAC SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FAILURE OR DELAY CAUSED BE EVENTS BEYOND GETAC'S CONTROL, INCLUDING WITHOUT LIMITATION, CUSTOMER'S FAILURE TO COOPERATE OR FURNISH NECESSARY INFORMATION, ACTS OF GOD, FAILURES IN TRANSPORTATION, AND TECHNICAL FAILURE OR INADEQUACY. IN NO EVENT WILL GETAC BE LIABLE TO CUSTOMER, RESELLER, OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE FEES PAID BY RESELLER TO GETAC. IN NO EVENT WILL GETAC BE LIABLE TO CUSTOMER = FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

6.6 Survival

Sections 6.2, 6.3, 6.4, and 6.5 shall survive expiration or termination of this Agreement.

6.7 Compliance with Laws

Getac and Customer shall comply with all applicable laws and regulations applicable to the subject matter of this Agreement.

6.8 Conflicting Terms

The sections of this Agreement shall be read to be consistent and complimentary. However, in the event of conflict between sections in this Agreement, including Exhibits, the sections shall be given precedence in the following order:

- 1) Overview
- 2) Exhibit B – End User License Agreement
- 3) Exhibit C – Warranty

- 4) Sections 1-6
- 5) Exhibit D – RMA Agreement
- 6) Exhibit E – Purchase Order

Conflicting terms shall be interpreted such the term appearing in the section given higher precedence controls, and the conflicting term appearing in the section given lower precedence is treated as if it did not exist.

6.9 Miscellaneous

6.9.1 Entire Agreement.

This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. This Agreement replaces and supersedes any prior software licensure agreement executed between Customer and Getac for the Software and any prior versions thereof.

6.9.2 Modification; Waiver.

This Agreement may not be modified, amended, or superseded except pursuant to a written instrument mutually signed by both parties; specific performance shall not be sufficient to constitute a mutual acceptance of any modification, amendment, or agreement purporting to supersede this Agreement. For the avoidance of doubt, any agreement for the license of Software between Getac and Customer, (including “click wrap” End User License Agreements) purporting to supersede this Agreement shall be null and void with no force or effect.

6.9.3 Governing Law.

This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Connecticut. All disputes arising out of this Agreement shall be resolved exclusively in the federal or state courts located within Connecticut, and Customer hereby agree to the personal jurisdiction and venue of such courts.

6.9.4 Successors and Assigns.

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but Customer may not assign or otherwise transfer this Agreement or Customer’s rights and duties without the prior written consent of Getac.

6.9.5 Severability.

In the event that any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Customer: _____

Name (Print)

Title

Date

Getac, Inc.:

Name (Print)

Title

Date

Exhibit E

STATEMENT OF COMPLETION

I _____, with full authority to act on behalf of _____, hereby accept, without qualification, the work performed by Getac, Inc. for this Project, on this day, _____. My acceptance serves as immutable evidence that Getac, Inc. has completed its work in satisfaction and accordance with this Project's AGREEMENT.

Customer Signature: _____

Name: _____

Title: _____

Date: _____