



THIS CONTRACT is hereby made, entered into, and effective as of July 01, 2022, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and FUSUS, LLC., hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.

WHEREAS, the COUNTY is in need of FUSUS- Software Contract (Real Time Crime Center), and

WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in Attachment A, attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR's Attachment A and/or the first five (5) pages of this Contract, the first five (5) pages of this Contract shall prevail and control.
- 2. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.
- 3. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$195,000.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.
- 4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
- 5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for three (3) years, beginning July 01, 2022, and ending June 30, 2025.
- 6. AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

7. TERMINATION.

TERMINATION WITHOUT CAUSE.

COUNTY may terminate this Contract without cause or penalty upon serving a thirty (30) days day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all construction and repair work provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which work has not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

8. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

9. EQUAL EMPLOYMENT OPPORTUNITIES - AFFIRMATIVE ACTION. GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2

C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

11. NOTICES. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

Rich Ring
FUSUS
Mailing Address: 5550 Triangle Parkway
City,State,Zip: Peachtree Corners, Georgia 30092
rar@fusus.com

12. INDEPENDENT CONTRACTOR/INDEMNIFICATION CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

13. ASSUMPTION. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR’S registered agent for service of process and/or all notices required under this Contract.

14. SEVERABILITY. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties’ intention. All remaining provisions of this Contract shall remain in full force and effect.

15. FORCE MAJEURE. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

16. HEADINGS/TITLES/WORDING. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

COMMERCIAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

BUSINESS AUTO LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90004437**

With CONTRACTOR'S NAME: FUSUS

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

18. ENTIRE AGREEMENT. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

19. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

Michael Halford
Guilford County Manager

ATTEST:

Robin B. Keller
Guilford County Clerk to Board

FUSUS

ATTEST:

Date _____

Title: _____

Print Name: _____

Date

Witness

Print Name: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

John Barfield Date

Guilford County Interim Finance Director

Aldous Heron, Captain Sheriff Department

Erris Dunston, Assistant County Manager



July 6, 2022

Sheriff Danny H Rogers
Guilford County Sheriff's Office
400 West Washington Street
Greensboro, NC 27401

Dear Sheriff Rogers,

Fusus is honored that the Guilford County Sheriff's Office is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

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

Fusus is offering the Guilford County Sheriff's Office the following package:

1. System Deliverables:

- FususONE Pro Package - fususONE SaaS for up to 1,000 data points, including up to 500 simultaneous public/ private video feeds, 3 TB indefinite cloud storage, fususRegistry and fifteen (15) included fususCORE Pro appliances.
- A \$5,000 credit for purchase of additional fususCORE appliances.
- 150 fususOPS user licenses
- Subscription Price: **\$65,000 Per Year**
- Subscription Term: **3 years**

The quote (Attachment A – Quotation 00225) provides details on the fususONE Pro Software price and part number.

2. Implementation Plan

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

Phase 1 – Proof of Concept (Completed on May 31, 2022):

- a. Provide and install five (5) fūsusCORE Pro appliances to support up to twenty-five (25) cameras per Core and necessary fūsusOPS app licenses for a forty-five (45) day evaluation and proof of concept period.
- b. Integration to the Guilford County Sheriff's Office's Computer Aided Dispatch and AVL System

The Phase 1 - Proof of Concept has been completed as of May 31, 2022. Execution of this agreement will initiate Phase 2 Implementation.

Phase 2 – Implementation:

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

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

3. Payment and Subscription Terms:

- a. **Payment 1:** Invoiced Upon Execution of this Agreement **\$70,000**
 - i. \$5,000 is for Service from June 1, 2022 through June 30, 2022
 - ii. \$65,000 is for Service July 1, 2022 through June 30, 2023
- b. **Payment 2:** Due Upon Invoice on July 1, 2023 **\$65,000**
- c. **Payment 3:** Due Upon Invoice on July 1, 2024 **\$65,000**

The \$5000.00 charge to cover services rendered by FUSUS from June 1 to June 30, 2022 was previously paid by Guilford County to FUSUS on July 12, 2022 via P-Card (receipt # 1346-5066) and that FUSUS acknowledges receipt of that prior payment.

For renewal at Year 4, Fusus commits to subscription increase not to exceed 10% for the same level of service.

During the term of this agreement, the Guilford County Sheriff's Office will have the option to upgrade to the Enterprise level subscription at the current \$100,000 annual price. An upgrade to an Enterprise level subscription includes 30 additional fūsusCORE Pro and one (1) fūsusCORE Elite AI appliances.

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

4. Statement of Work: The following capabilities will be delivered to the Guilford County Sheriff's Office as part of this agreement.

Fūsus will:

- a. **fūsusONE:** Setup and implement users, provide access to, and training on the fūsusONE enterprise data fusion and map-based situational awareness platform
- b. **fūsusCORE:** Provision all required fūsusCORE(s) appliances for live video sharing through fūsusONE. To supplement this, Fūsus will add Artificial Intelligence capabilities for any fūsusCORE Elite AI connected cameras.

- c. **fūsusREGISTRY:** Fūsus will create a custom website portal for community members can register their cameras along with contact information to empower users to quickly identify the location of privately-owned surveillance cameras and easily request and have owners easily share recorded video with investigators.
 - d. **fūsusVAULT:** The fūsusONE subscription includes the investigator portal, fūsusVAULT, for secure request and receipt by investigators of fūsusREGISTRY user-owned videos, along with fūsusTIPS SMS text-based videos and photos, to assist with secure data collection in support of its investigations.
 - e. **fūsusOPS:** The fūsusOPS smart-phone app (iOS and Android) provides live video and data sharing from the field, viewing of live camera feeds, and setting up and transmitting the location of teams for special events and critical incident management.
 - f. **fūsusTIPS:** The 10-digit SMS service that allows for sending text, pictures, audio and video directly into fūsusVault for use in investigations.
 - g. **fūsusAlert:** The iOS/Android application that provides panic alerting to fūsusONE along with geolocation of person in distress and automatic docking of nearby camera assets in the fūsusONE platform.
 - h. A data point includes any connection to a device that is inputting data into the system (AVL, Shotspotter Devices, IoT devices, and video feeds, etc).
 - i. Video feeds are each connection that provides a video stream that is show as a camera icon on the map. Each individual video feed from a camera is considered a video feed.
5. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following: *fūsusONE SaaS with unlimited video alerts, access, and video download. fūsusCORE warranty and technical support for the life of the agreement.*

Subscription to fūsusONE includes all of the following:

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

7. Terms and Conditions:

The use of and access to Fusus products and services is subject to the Fusus Terms of Service V070121 found at <https://bit.ly/3rp6qez>. This Services Agreement supersedes any previous agreements between Fusus and Guilford County Sheriff's Office **except the first 5 pages of Guilford County Contract No. 90004437.**

8. Termination for Convenience:

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

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fusus.com.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): Michael Halford, County Manager Date _____



Guilford County Sheriff's Office

Guilford County Sheriff NC

232 N EDGEWORTH ST
Greensboro, NC 27401
United States

Danny Rogers

Sheriff
drogers@guilfordcountync.gov
+1 (336) 641-3694

Reference: 20220706-060858606

Quote created: July 6, 2022
Quote expires: October 4, 2022
Quote created by: Rich Ring
rar@fusus.com
+1 (407) 335-8660

Comments from Rich Ring

Line item one is for service provided from June 1, 2022 thru June 30, 2022.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Pro Package FususONE Pro SaaS	FUSE-S-1- 1001	1	\$5,000.00 / month	\$5,000.00 / month for 1 month
Pro Package FususONE Pro SaaS	FUSE-S-1- 1001	1	\$65,000.00 / year	\$65,000.00 / year for 3 years
CORE Pro	CORE-P- 2001	15	\$600.00	\$0.00 after 100% discount

Subtotals

Monthly subtotal	\$5,000.00
Annual subtotal	\$65,000.00
One-time subtotal	\$0.00
	after \$9,000.00 discount
Total	
\$70,000.00	

Questions? Contact me



Rich Ring
rar@fusus.com
+1 (407) 335-8660

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America