

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT TO FUSUS, A SOLE SOURCE VENDOR, FOR THE PURCHASE OF SOFTWARE FOR THE NORTH LITTLE ROCK POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MULTI-YEAR AGREEMENT FOR THE PURCHASE; AND FOR OTHER PURPOSES.**

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of \$35,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, Fusus, 5550 Triangle Parkway, Ste 100, Peachtree Corners, Georgia 30092, is the sole source distributor of Real-Time Crime Center, a video and data collaboration platform intended to expedite intelligence gathering and improve emergency response time and criminal investigations; and

WHEREAS, the City of Little Rock uses Fusus, and in order to share information and collaborate in crime investigation and prevention, the NLRPD must use the platform as well; and

WHEREAS, the North Little Rock Police Department (NLRPD) wishes to enter into a Service Agreement with Fusus for the total cost of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) to be paid over thirty six (36) months (see Service Agreement Proposal attached hereto as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the purchase of Real-Time Crime Center from Fusus for a total amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00).

SECTION 2: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Fusus (substantially similar to Exhibit A) and make payments to the total cost over the course of thirty six (36) months.

SECTION 3: That the cost of the platform shall be included in the yearly IT Department Budget.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_  
Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

TERRY C. Hartwick  
Mayor Terry C. Hartwick *by AF*

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

*Amy Beckman Fields*  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED <u>10:43</u> A.M. _____ P.M.
By <u>A. Fields City Atty</u>
DATE <u>2/20/24</u>
<b>Diane Whitbey, City Clerk and Collector</b> <b>North Little Rock, Arkansas</b>
RECEIVED BY <u>B/Boyer</u>



fūsus

# Draft



January 4, 2024

Chief Patrick Thessing  
North Little Rock Police Department  
1 Justice Center Drive  
North Little Rock, AR 72114

Subject: Service Agreement Proposal

Dear Chief Thessing,

Fūsus is honored that the North Little Rock Police Department 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.

Fūsus will provide 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.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for thirty-six (36) months.

1. **Initial Scope of Work:** The following fūsus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement.
  - a. **fūsusONE™:** Initial setup, access and training of users to include up to 1,500 data points and 1,500 public/private video feeds
  - b. **fūsusCORE™:** Installation and setup of:
    - i. Twenty (20) fūsusCORE Pro™ Appliances
    - ii. Four (4) fūsusCORE Elite AI™ Appliances
    - iii. Two (2) fūsusCORE Pro AI™ Appliances
    - iv. Two (2) fūsusCORE Elite™ Appliances
  - c. **fūsusREGISTRY™:** Creation of a custom website portal for community members to register privately owned cameras
  - d. **fūsusVAULT™:** Implementation of a CJIS compliant evidence vault for the storage of up to 10TB of videos and still images captured via the fūsusONE™ platform
  - e. **fūsusOPS™:** Implementation of the Fūsus smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
  - f. **fūsusTIPS™:** Implementation of the Fūsus SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
  - g. **fūsusNOTIFY™:** Implementation of the Fūsus SMS text service that provides text notifications to community members
  - h. **fūsusAlert™:** Implementation of the Fūsus iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
  - i. **fūsusANALYTICS™:** Implementation of the Fūsus crime and incident heat mapping and analysis platform

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- j. **fūsusCONNECT Call-Out:** Three (3) months fūsus call-out to businesses within the jurisdiction to assist with camera registration and integration
- k. **fūsusCONNECT Microsite:** Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
- l. **fūsusINCIDENT™:** Implementation of the Fūsus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
- m. **fūsusLIVELINK™:** Provision of Fūsus live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency
- n. **fūsusOVERWATCH:** Allows users the ability to track vehicles and people from one camera to another
- o. Remote Configuration of fūsus Core(s)
- p. Integration of all current and future video feeds
- q. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a. <b>Payment 1:</b> Due Upon Contract Signing	<b>\$ 75,000</b>
b. <b>Payment 2:</b> Due Three months after signing	<b>\$ 75,000</b>
c. <b>Payment 3:</b> Due Upon 1st Anniversary of Contract Signing	<b>\$ 75,000</b>
d. <b>Payment 4:</b> Due Three months after 1st Anniversary of Contract	<b>\$ 75,000</b>
e. <b>Payment 5:</b> Due Upon 2 <sup>nd</sup> Anniversary of Contract	<b>\$ 75,000</b>
f. <b>Payment 6:</b> Due Three Months after 2 <sup>nd</sup> Anniversary of Contract	<b>\$ 75,000</b>

Invoices for payments 2,3,4,5 and 6 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances and camera streams may be purchased for the following per unit price schedule.

a. CORE Lite:	\$200/each
b. CORE Lite Extended:	\$300/each
c. CORE Pro:	\$600/each
d. CORE Pro Extended:	\$1,000/each
e. CORE Elite:	\$4,000/each
f. CORE Elite AI:	\$5,000/each
g. Additional 500 Streams:	\$25,000 per year

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement

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- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the 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

4. 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 the fūsus™ solution.
- c. Minimum network speed of .5 mb/s per viewed camera for live video sharing through the system.

5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service found at <https://www.fusus.com/fusus-terms-of-service>.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written 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), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (603) 493-0699 or email me at [ctc@fusus.com](mailto:ctc@fusus.com).

Respectfully,

*Carlo Capano*

Carlo Capano  
Vice President of Sales

Approved (Signature): \_\_\_\_\_

By (Print Name/Title): \_\_\_\_\_ Date \_\_\_\_\_