



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 4, 2022

Staff Contact: Aaron Lowe

Agenda Title: For Possible Action: Discussion and possible action regarding (1) a five-year contract with Bryx, Inc. (“Bryx”) to provide equipment, software and support for a station alerting system for the Carson City Fire Department’s (“CCFD”) three fire stations for an amount not to exceed \$120,500; and (2) a recommendation from the 9-1-1 Surcharge Advisory Committee (“9-1-1 Committee”) to disburse \$115,500 in 9-1-1 Surcharge funds for this contract. (Aaron Lowe, alowe@carson.org.)

Staff Summary: Bryx’s station alerting software notifies appropriate CCFD personnel of emergency calls; automatically supplements information received from dispatch with GIS overlays of hydrant locations, geographical features and route directions for calls; and provides parallel incident notification to mobile devices. The not to exceed amount of \$120,500 is based on a \$92,900 charge for initial set up and the first year of service, then \$6,900 annually for years two through five of the contract. The 9-1-1 Committee recommended expending \$115,500 in 9-1-1 Surcharge funds for this contract.

Agenda Action: Formal Action / Motion **Time Requested:** 20 Minutes

Proposed Motion

I move to approve, and authorize the Mayor to sign, the contract as presented, and to approve the expenditure of \$115,500 from the 9-1-1 Surcharge Fund Account for the contract.

Board's Strategic Goal

Safety

Previous Action

January 28, 2020 – The 9-1-1 Committee approved a recommendation to expend \$107,031 in 9-1-1 Surcharge funds for an updated station alerting system.

January 25, 2022 – The 9-1-1 Committee modified its January 28, 2020, action and approved a recommendation to expend \$115,500 in 9-1-1 Surcharge funds over five years for an updated station alerting system through Bryx.

Background/Issues & Analysis

CCFD initiated a station alerting project, which included the implementation of heart-saving tones, in 2015. The first phase of that project provided an alerting system with heart saving tones, and it was completed mid-year in 2017. The second and third phases for the project were defined in early 2019 but funding was not available to proceed. After further review it was determined that those phases could be combined into a single project.

On January 28, 2020, the 9-1-1 Committee approved a recommendation to expend \$107,031 in 9-1-1 Surcharge funds through two vendors to upgrade the alerting system and expand its capabilities to include CAD

integration, streamlined individual unit notification, simultaneous resource paging through the City network and dorm room control. Detailed design review was initiated with CCFD.

In December 2020, CCFD identified a station alerting system software that was better suited for CCFD operations at a comparable price. The Bryx system is a station alerting system that notifies the personnel, fire stations and specific apparatus at multi-unit fire stations of 9-1-1 Incidents. Bryx integrates current GIS information and requires less hardware and staff time to maintain current and future CAD systems. The 9-1-1 Committee received an update to that effect on April 20, 2021.

At the 9-1-1 Committee's January 25, 2022, meeting, CCFD presented information on the Bryx system and pricing and sought a recommendation for an expenditure of \$115,500 over five years for the Bryx system, in lieu of the prior recommendation for a \$107,031 expenditure. The 9-1-1 Committee recommended an expenditure of \$115,500 through the Bryx contract.

All Carson City departments that will be impacted by this system have been included in the review and planning for this implementation. To that end, the proposed contract with Bryx includes an additional, one-time charge of \$5,000 for a radio interface to ensure proper integration into the City's communications infrastructure. The need for this additional piece of equipment resulted in the proposed contract amount increasing from \$115,500 to \$120,500 after the 9-1-1 Committee made its January 25, 2022, recommendation. CCFD will use \$5,000 from its Operations Budget to supplement the \$115,500 in 9-1-1 Surcharge funds recommended by the 9-1-1 Committee for this contract.

The Bryx system will be expandable to the new fire station in the future, but any such expansion would be through a new contract, or an amendment to this proposed contract, when completion of the new fire station is imminent.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244A.7645 and 332.115(g)-(j)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Tiburon Project / 2872040-507727 for \$115,500 to be used for Bryx installation and maintenance fee.

Operations Budget / 1012512-500433 for \$5,000 to be used for installation and maintenance fee in FY 2023.

General Fund - Fire Department Operations 1012512-500433

FY 23: \$5,000

911 Surcharge Fund - Tiburon Project 2872080-507727

FY 23: \$87,900

FY 24: \$6,900

FY 25: \$6,900

FY 26: \$6,900

FY 27: \$6,900

Is it currently budgeted? No

Explanation of Fiscal Impact: For Fiscal Year ("FY") 2023 the 9-1-1 Surcharge Fund will cover initial startup costs and the first-year service fee for a total of \$87,900 and \$5,000 will be funded from the Fire Department

Operating Budget account 1012512-500433. The annual system maintenance fee of \$6,900 beginning in FY 2024 and every subsequent fiscal year thereafter, for a total amount of \$115,500 from the 9-1-1 Surcharge Fund, if approved, will be transferred from Undesignated to the Tiburon Project 2872080-507727.

Alternatives

Do not approve the contract or the disbursement of 9-1-1- Surcharge funds, and/or provide alternative direction.

Attachments:

[Bryx and Carson City FD Contract \(Final\).pdf](#)

[911 Minutes 01.25.22.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

FIRE STATION ALERTING SYSTEM

“Bryx, Inc. and Carson City, Nevada”

THIS CONTRACT FOR FIRE STATION ALERTING SYSTEM (the “Contract”) is made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as the “Carson City” and **BRYX, INC.**, a Delaware Corporation registered to conduct business in the State of New York, with a business address of 59 Halstead Street, Rochester, NY 14710, hereinafter referred to as “Bryx.”

NOW THEREFORE, for and in consideration of their mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. BRYX’S SERVICES

- a. Bryx agrees to diligently and timely perform services for Carson City relating to the delivery of a fire station alerting system. The overall Scope of Services is described in Exhibit “A,” with associated fees provided in Exhibit “B” (the “Bryx Service”). Both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the Project.
- b. This Contract shall commence immediately upon the execution of this Contract by both Carson City and Bryx and upon Bryx’s receipt of a written Notice of Award from Carson City and shall continue through the completion of the Project. The estimated completion date is 1 month from receipt of contract from Carson City.

2. TITLE; CONFIDENTIALITY

- a. Title. Carson City acknowledges that the Bryx Service, the documentation and all underlying hardware, software, and content, and any and all enhancements, modifications, additions or new releases of or to the same (collectively, the “Proprietary Materials”) contain confidential information of, are trade secrets of, and are proprietary to Bryx and its licensors, and that title to the Proprietary Materials is and will remain

with Bryx and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Proprietary Materials are and will remain with Bryx and its licensors. Carson City will not assert any right, title or interest in the Proprietary Materials provided to Carson City under this Agreement, except for the non-exclusive, limited right of use granted to Carson City hereunder. Carson City will not remove or attempt to remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials. Carson City will not and will not attempt to reverse engineer, disassemble, decompile, unlock, copy or create derivative works of the Bryx Service in whole or in part for any reason.

- b. **Confidentiality.** To the extent permitted by law including, each party will retain in confidence and will not (except in furtherance of this Agreement) use or disclose any business and/or technical information of the other party designated in writing as "Confidential", without the prior written consent of the other party and then only to the extent specified in such consent. Carson City acknowledges that the Proprietary Materials (even if not marked as "Confidential") are Bryx's confidential information. Each party will provide access to confidential information only by those employees and third-party contractors who have a need to access such information and who have entered into appropriate confidentiality agreements. Each party will use reasonable efforts to ensure compliance with the terms of such agreements. Neither party will have any confidentiality obligation with respect to disclosure of such information to others not party to this Agreement that: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the confidential information of the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such an authorization; or (vi) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, and only if the receiving party first notifies the disclosing party of the order and permits the disclosing party to seek an appropriate protective order.

Notwithstanding the foregoing, Bryx acknowledges that Carson City is a political subdivision of the State of Nevada and is subject to public records requests under NRS

Chapter 239. Pursuant to NRS 239.010, information or documents received from Bryx may be open to public inspection and copying. Carson City will have the duty to disclose requested records unless a particular record is made confidential by law or a common law balancing of interests. Bryx may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, NRS 600A.032, or similar, provided that Bryx, in so doing, agrees to indemnify and defend Carson City for honoring such a designation. The failure to so label any document that is released by Carson City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

- c. **Ownership of Modifications.** Bryx will own all right, title, and interest (including all associated intellectual property rights) in and to any improvements, enhancements, modifications, derivations, or other changes thereto made by Bryx and relating to the Bryx Service, even if performed at the request of Carson City.

- d. **Ownership of Carson City Data.** Carson City exclusively owns all rights, title and interest in and to all electronic data or information that Carson City, including the Carson City Fire Department, submits to the Bryx Service, excluding usernames, login credentials and passwords which are only owned by Carson City for as long as Carson City uses the Bryx Service, and which become Bryx's property immediately upon any termination of the Bryx Service or this Agreement. Notwithstanding the foregoing, Carson City agrees that Bryx can use, share and sell or license usage statistics, trends, analytics, reporting or results specific to Carson City Data and Carson City's use of the Bryx Service as long as such statistics, trends, analytics, reporting, results or data are compiled into an aggregated or anonymous format.

- e. **Suggestions and Feedback.** Any suggestions, enhancement requests, recommendations or other feedback relating to the Bryx Service that Carson City or its users or agents provide to Bryx ("Feedback"), are not Carson City's confidential information and will be owned exclusively by Bryx and Carson City hereby assigns to Bryx, all right, title and interest in and to the Feedback.

3. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES

- a. Bryx shall receive the fees as outlined in Exhibit B as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs which are necessary to provide the services as outlined in the Contract.
- b. **Taxes and Regulatory Costs.** Carson City as a Municipality is exempt from the state of Nevada Sales Taxes and United States Federal Excise Taxes. Prices quoted shall not include Federal or State/Province taxes. Carson City will furnish Bryx with tax exemption certificates at signing.
- c. **Due Date; Late Payments.** Any amount payable under this Agreement, except for amounts disputed in good faith, will be due within 30 days after the date of Bryx's invoice.

4. INDEMNIFICATION

- a. **Mutual.** To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.
- b. Except as otherwise provided in Subsection 3(d) below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: (i) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (ii) a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the

indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

- c. After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.
- d. After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.
- e. **By Bryx Regarding Infringement.** Bryx will indemnify and hold Carson City and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense, including without limitation reasonable attorneys' fees, arising from any claim brought against any such indemnified party by any third party to the extent that such action is based on a claim that any Bryx Service, when used in accordance with this Agreement, infringes a United States or Canadian copyright or patent and Bryx will pay all costs, settlements and damages finally awarded. Bryx will not be obligated to indemnify or hold Carson City harmless from any such action unless Carson City notifies Bryx in writing of any claim within 10 days after it learns of such a claim, gives Bryx sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Bryx Service is finally adjudged to so infringe, or in Bryx's opinion is likely to become the subject of such a claim, Bryx will, at its option and expense, either: (i) procure Carson City the right to continue using the Bryx Service; (ii) modify or replace the Bryx Service to make it non-infringing as long as the Bryx Service has the same material functionality; or (iii) terminate this Agreement and provide Carson City a pro rata refund of any pre-paid fees for the period after termination. Bryx will have no liability regarding any infringement claim arising out of: (i) use of other than a current, unaltered release of the Bryx Service unless the infringing portion is also in the then current release; (ii) use of the Service in combination with non-Bryx software, data or equipment if the infringement was caused

by such use or combination; (iii) any modification or derivation of the Service not specifically authorized in writing by Bryx; or (iv) use of third party software. THE FOREGOING STATES BRYX'S ENTIRE LIABILITY AND CARSON CITY'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE SERVICE.

5. LIMITATION OF LIABILITY

- a. IN NO EVENT WILL CARSON CITY OR BRYX, OR ANY OF THEIR LICENSORS, SUPPLIERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY FOR LOSS OF USE, PROFIT, REVENUE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION UNDER SECTION 3, THE AGGREGATE LIABILITY FOR THE PARTIES FOR ALL CLAIMS (EXCLUDING CLAIMS FOR PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE SERVICE FEES PAID BY CARSON CITY TO BRYX DURING THE PREVIOUS 12 MONTH PERIOD FOR THE BRYX SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM.

6. TERM AND TERMINATION; SUSPENSION.

- a. Term. The term of the contract is for a period of five years, with an option to extend the contract upon mutual agreement to proceed "Term".
- b. By Carson City. Carson City reserves the right to terminate this agreement without penalty or handling fees upon 45 days written notice due to unsatisfactory performance or for any reason deemed by Carson City to be in its best interest.

- c. **By Bryx.** Bryx may terminate this Agreement upon 45 days prior written notice if Carson City fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within such 45-day period.
- d. **Automatic Termination.** Carson City's insolvency, receivership, bankruptcy, or assignment for the benefit of creditors will immediately terminate this Agreement without the need for any notice being given.
- e. **Effect of Termination.** The Services will terminate immediately upon any termination of this Agreement. Bryx will have no obligation to refund any amounts paid by Carson City under this Agreement upon its termination. Upon any termination or expiration of this Agreement, Carson City will pay Bryx any outstanding invoices.
- f. **Suspension of Services.** Bryx may suspend the Bryx Service at any time if Carson City is in breach of any obligation under this Agreement that is not cured within 10 days after notice from Bryx or immediately if Bryx has reasonable concerns about a security threat that could affect the Services or the data of any other user of the Bryx Service.

7. SUPPORT.

- a. Bryx, directly or through a third-party supplier, will render the support services detailed in Exhibit C in support of the Bryx Service as described in Exhibit A.

8. GENERAL.

- a. **Notices.** Any notice required or permitted hereunder will be in writing and will be deemed to have been duly given (i) upon hand delivery, (ii) on the first day following delivery to a internationally recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, or (iii) upon confirmation of receipt by the party to receive such notice, of an email sent to the email address of such party. Any such notice will be delivered or sent to a party at its address, or e- mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

- b. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of Nevada excluding its conflicts of law principles. The parties hereby submit to the exclusive jurisdiction of the courts of Carson City, Nevada for any actions, suits or proceedings arising out of or relating to this Agreement and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts. Each party waives any objections or defenses that it may have with respect to such venues.

- c. **Assignment.** Carson City may not assign this Agreement without the prior written consent of Bryx. For all purposes under this Agreement, any merger, consolidation, spin-off, acquisition of or change-in-control involving Carson City will be deemed an assignment. Any attempted assignment by Carson City will be invalid and will permit Bryx to automatically terminate this Agreement. In addition, Bryx may not assign this Agreement without the prior written consent of Carson City. Any such assignment without Carson City's written approval will be deemed invalid and will permit Carson City to terminate the agreement with no penalties, at which point Carson City would be provided a full refund of any fees paid for services not fully rendered within forty-five (45) days of notification to Bryx.

- d. **Partial Invalidity.** If any provision of this Agreement is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

- e. **Force Majeure.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g.

airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.

- f. **Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

- g. **Entire Agreement.** This Agreement constitutes the entire agreement between Carson City and Bryx. Any amendment of this Agreement must be in writing signed and dated by both parties.

- h. **Construction.** Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which will be deemed an original. In making proof of this Agreement, it will not be necessary to produce more than one counterpart. The headings in this Agreement are for convenience only. They do not constitute a portion of this Agreement and will not be used in any construction of it.

- i. **Subletting.** No contract may be sublet without the written consent of Carson City. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. Bryx shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify Carson City for such acts or omissions. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Carson City.

- j. **Publicity.** Bryx is required to obtain Carson City's written approval prior to issuing any press release, describing the license and parties' relationship. Bryx understands that

the State of Nevada and Carson City maintain statutes and policies, respectively, governing ethics in government which would likely be implicated by publication of such materials. Bryx will not have the right to use the name and logo of Carson City or the Carson City Fire Department in marketing, promotional or similar materials without the prior written consent of Carson City.

- k. **Survival.** The provisions of this Agreement that by their nature would survive its termination will survive indefinitely.

- l. **Independent Contractors.** Carson City's relationship to Bryx will be that of an independent contractor. Neither Carson City and its employees nor Bryx and its employees are agents or legal representatives of the other party for any purpose and have no authority to act for, bind, or commit the other party. This Agreement does not establish a franchise, joint venture, or partnership, or agency relationship.

- m. **Non-Solicitation.** Carson City will not during the Term and for a period of one year afterwards knowingly entice, persuade or otherwise solicit any of the employees, contractor/consultants or other representatives of Bryx to leave the services of Bryx for any reason, which restriction excludes general solicitations not directed at Bryx employees, contractors/consultants or representatives.

- n. **Notices.** Any notice, invoice, report, demand, or other type of documentation required by this Contract shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

BRYX:

David E. Thomas President
Bryx, Inc.
59 Halstead Street
Rochester, NY 14610
TEL 585.364.2799

EMAIL: david@bryx.com

CARSON CITY:

Attn: Dave Aurand, Fire Dept. Business Manager
Station 51
777 South Stewart Street
Carson City, Nevada 89701
TEL 775.283.7875
EMAIL: daurand@carson.org

WITH COPIES OF NOTICES TO:

Attn: Carol Akers, Purchasing & Contracts Admin.
Carson City Hall
201 N. Carson Street
Carson City, Nevada 89701
TEL 775.283.7362
EMAIL: cakers@carson.org

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Bryx and Carson City.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

HEREBY, the parties have executed the Contract as of the date first above written.

Carson City:

By: _____

Name: _____

Title: _____

Date: _____

Bryx, Inc:

By: _____

David E. Thomas

Title: President

Date: _____

EXHIBIT A SCOPE OF SERVICES

This agreement is for the design, fabrication, delivery, and supervision of the start-up, testing and commissioning of a fully automated IP based Fire Station Alerting System that is capable of interfacing any real-time data source from all mainstream CADs and Records Management Systems. In addition, the scope includes any appurtenances or services not specifically mentioned nor included in the Contract but which are necessary as part of the work to ensure that the equipment is fully operational when installed in the fire station(s).

System Configuration

Bryx will be responsible for the supervision and programming of the Bryx Station Control Unit ("SCU") and the other hardware which are covered under the warranty outlined in Exhibit C. No extra fees will be charged.

User Training

- *Given the design of the Bryx platform and architecture, very little training is required. Most of the training will be focused on walking end users through our Bryx Management Site and Bryx Dispatch Site.*

- *Operator training shall be provided to the dispatchers and their supervisors as needed.*

- *The training schedule will be completed on-site as coordinated with Carson City.*

- *System maintenance, programming and troubleshooting training shall be provided for Carson City's staff.*

Note:

- **Bryx will be responsible for and assisting with the install of hardware and other tangible equipment related to the Bryx Alerting System until the system is operational for the Carson City Fire Department.**

- **Bryx to provide as-built, post-installation documentation (e.g. schematics, diagrams, plans) to Carson City Facilities Staff showing how Bryx Station Alerting System is connected to the various Carson City building components.**

EXHIBIT B Software as a Service – Three Stations

	<u>Qty</u>	<u>Total</u>
Yearly Service and Maintenance (Recurring Annual Charge)		\$6,900
Bryx SCU and Audio Cable (One-Time Charge)	3	\$69,000
Tablets (One-Time Charge)	3	\$900
Volume Attenuators (One-Time Charge)	20	\$1,200
GPIO (One-Time Charge)	3	\$2,400
Installation of Bryx	3	\$7,500
Bryx SCU and Audio Cable Radio Interface (One-Time Charge)	1	\$5,000
Uninterrupted Power Supply (One-Time Charge)	3	Included
Hue Bridge (One-Time Charge)	3	Included
LED Light Strips (One-Time Charge)	24	Included
LED Light Tracks (One-Time Charge)	24	Included
HDMI Extender Kit & Receiver (One-Time Charge)	3	Included
100% Lifetime Warranty		Included

EXHIBIT C SUPPORT & WARRANTY

This Agreement is effective as of the Effective Date between Bryx and Carson City. The term of this Agreement is five (5) years from the Effective Date (the “End Date”).

BRYX STATION

Hardware Warranty

Bryx warrants that the Bryx Proprietary Hardware provided in connection with Exhibit A (“Scope of Services”) will be free of defects in materials and workmanship. In the event any hardware component of the Bryx Station system fails or malfunctions, Bryx will provide a replacement hardware component(s) within [5 business days] of reported failure.

Software Warranty

“Station Software” means all software, firmware, and databases created by Bryx for the Bryx Station system, including Bryx 911 software (“Bryx 911 Software” means all software and databases created by Bryx for the Bryx 911 mobile alerting platform). Bryx grants Carson City a non-exclusive, perpetual license to use the Station Software only in connection with Bryx Station and solely for Carson City internal business use. Bryx warrants that Station Software developed by Bryx, under normal use and service as originally delivered to Carson City, will function substantially in accordance with the functional description in Exhibit A (“Scope of Services”).

Maintenance & Service

Carson City receives the following:

1. Unlimited access to Bryx 911 application for smartphones and apparatus (available on Android, iOS, and Universal Application).
2. All future updates, enhancements, and upgrades to the Bryx Station platform

3. Replacement hardware component(s) within [5 business days] of reported failure
4. Bryx Management Portal
5. Unlimited number of Bryx Station Boards
6. Customer support 24 hours, 7 days a week.

Customer Support Overview

Bryx's telephone and remote access support is provided by engineers from our Rochester, New York headquarters. All support calls are handled directly by engineers who built the Bryx platform. Typically, during normal business hours, customers receive a return call or email within an hour. Outside normal business hours, Bryx uses a rotating shift schedule where there is always a qualified support engineer "on call". Typically, outside normal business hours, customers will receive a return call or email within four (4) hours. Customer can reach the Bryx support team 24/7 by emailing support@bryx.com. These emails go to the entire Bryx team and are assigned to a support engineer on a rotating schedule. If there is a lapse in response time, support tickets are automatically escalated, and the next available engineer is assigned to the support request. We track individual engineer performance on handling these support tickets. Given that Bryx is cloud-based, 99% of our support requests are handled remotely with updates to the Bryx cloud infrastructure.

Redundancy & Cloud Infrastructure

```
|--> Dallas Load Balancer - Dallas TX
| |-- app-1-a
| `-- app-1-b
|--> Newark Load Balancer - Newark, NJ
| |-- app-2-a
| `-- app-2-b
|--> Atlanta Load Balancer - Atlanta, GA
```

```
| |--- app-3-a
| `--- app-3-b
|--> Freemont Load Balancer - Freemont, CA
    |--- app-4-a
    `--- app-4-b
Detroit Load Balancer - Freemont, CA
    |--- app-5-a
    `--- app-5-b
```

Each load balancer has monitoring of each of its child nodes. If a child node is unavailable, it will be routed to its twin in the data center.

All load balancers are externally monitored from 18 different monitoring stations world-wide. If the aggregate connection failure rate exceeds 15%, the node balancer is taken offline. Checks happen every 10 seconds.

Each application server is SOC2 compliant. All remote connections are restricted to RTPs (root-type people) as defined by their access control group. All remote connections server is logged remotely.

Database servers are hosted in Amazon AWS and data is encrypted in transit using TLS1.2. Data is encrypted at rest using EC-DSA. Three (3) database servers provide redundancy. One primary server is responsible for all writes, and two (2) secondary servers can be used for reads. If the primary is detected to be offline by the secondary servers, a secondary server is promoted to the primary and the application servers are notified. During testing, this typically happens in ten (10) seconds, or less.

**Minutes
of the Meeting of the
Carson City
9-1-1 SURCHARGE ADVISORY COMMITTEE
January 25, 2022**

The Carson City 9-1-1 Surcharge Advisory Committee held a public meeting on January 25, 2022, beginning at 8:30 a.m. in the meeting room of Fire Station 51, 777 S. Stewart Street, Carson City.

1. Call to Order

Chair Denise Stewart called the meeting to order.

2. Roll Call and Determination of a Quorum

Voting members present were Denise Bauer, Denise Stewart, Katie Durbin and Daniel McKeehan which constituted a quorum.

Voting member absent was Bryson Gordon.

Also present were Sean Slamon (Carson City Fire Chief), Ken Furlong (Carson City Sheriff), Adam Tully (Carson City District Attorney's Office), Kathie Heath (Volunteer), Nancy Merritt (Carson City Fire Department), Casey Otto (Carson City Sheriff's Office), Jenn Stoffer (Interim Communications Manager), Jim Primka (Carson City Sheriff's Office), James Jacklett (Carson City Public Works), Randall Rice (Carson City Public Works), Bryan Dagerman (PK Electrical Consulting), Aaron Lowe (Carson City Fire Department), Frank Abella (Carson City Information Technology), Dan Stucky (Carson City Public Works), Ron Reed (Carson City Facilities Maintenance) and Darren Anderson (Carson City Public Works) *by phone*.

3. Public Comment**

There were no public comments.

4. For Possible Action: Approval of October 19, 2021 Meeting Minutes.

It was moved by Katie Durbin, seconded by Dan McKeehan, with all eyes in favor that the October 19, 2021 meeting minutes be approved as submitted.

5. For Possible Action: Discussion and Possible action regarding the election of a Chair and Vice Chair.

It was moved by Katie Durbin and seconded by Denise Bauer for Denise Stewart to remain as Chair of the 9-1-1 Surcharge Committee. With all ayes in favor, this action was approved.

It was moved by Katie Durbin and seconded by Denise Bauer for Daniel McKeehan to remain as Vice Chair of the 9-1-1 Surcharge Committee. With all ayes in favor, this action was approved.

6. For Discussion Only (No Action): Discussion and presentation on revenue and expenditures in the 9-1-1 Surcharge Fund. *(Kathie Heath)*

Kathie said that there was nothing unusual to report and that everything has been identified. It was explained how the financial reports that were provided for review showed that the remaining balance from last year have been moved and carried over to the current year. It was also reported that there was one item that was being addressed, with the help of Casey Otto, which is a \$15,000 charge that was charged to the Surcharge that should have been charged to Public Works. Once this is resolved, the money will be brought back to the Surcharge. Kathie stated that included were projections for agenda item eight - "UPS" equipment upgrades at the Public Safety Dispatch Center on the report should the "UPS" project move forward.

7. For Possible Action: Discussion and possible action regarding the expenditure of an amount not to exceed \$115,500 over a five-year period to Bryx, Inc. for a Station Alerting program, and related support, that allows for resource-based paging, redundancy, and compatibility with P25 radio technology. *(Aaron Lowe)*

Aaron Lowe reported on the process of why Bryx was chosen for the Station Alerting System. Aaron will be working with James Jacklett who will coordinate the installation with station alerting and any factors that IT would be involved in. Aaron is asking for the money in order to move forward. Aaron said that if at any time it is decided that Bryx is not compatible with Control Systems, IT, or any other areas, it would be brought back before the Committee to reevaluate other options. At this time this is the direction that has been decided to go in for now.

Dan McKeehan asked about the original \$115,600 that had been approved for this project, (Kathie interjected that there was \$113,600 left at this time). Dan asked if this is included in that original amount. Aaron responded with yes. Dan then asked if this will be for all fire stations and all personnel. Aaron said yes and that two Carson City Sheriff employees are currently demoing it as well. Dan asked if this system was tone based or verbal. Aaron answered that it will be both.

Sean Slamon interjected that this new system will be able to move to, as well as be compatible at the new fire station.

Denise Stewart asked how soon this would be put into place. Aaron answered hopefully by the end of the fiscal year.

Dan asked what the action was on this item since money had already been previously approved? Adam Tully responded that it would be to approve this new amount with this new vendor.

Kathie asked if this will be something paid monthly, annually, or a one time out pay. Aaron responded that there were two options, a onetime purchase or pay over five years. Ken Furlong asked if the onetime purchase covered five years. Aaron answered yes.

Denise asked if there was a large difference between the two payment proposals? Aaron answered no, it was just dividing up the payments. Aaron offered the estimates to anyone who wanted them to review. Dan asked if an option needed to be chosen? Adam said no, that as long as the proposal amount stayed under the original \$115,000 there was flexibility. Katie asked if this will need to go before the Board of Supervisors and Adam answered with yes.

It was moved by Katie Durbin, seconded by Dan McKeehan, with all eyes in favor of approving item as presented.

8. **For Possible Action:** Discussion and possible action regarding the expenditure of an amount not to exceed \$338,200 to construct uninterruptable power supply (“UPS”) equipment upgrades at the Public Safety Dispatch Center. *(Randall Rice, Darren Anderson)*

Randall Rice gave a brief background of the project. In July 2020, the Carson City 911 Dispatch Center Assessment Report by PK Electrical was presented. There were 11 deficiencies. #1 and #2 took priority. #1 is under way. \$60,000 was requested to proceed with the design and engineering of priority #2 – which is the UPS System. At this time \$19,000 has been expended to bring the report that Randall provided for this meeting. An additional \$12,000 is being requested to proceed into construction. This is to cover any unforeseen changes or updates that may occur during construction. The total amount requested was \$370,000. \$338,200 is now being requested, as \$60,000 has already been approved. The full amount will not be used. It is suggested that roughly \$28,200 will be returned to the Professional Services fund and the \$338,200 would come from the Capital account or however Carson City finance decides to see it through. The requested \$338,200 is to construct. This amount is all inclusive. The original estimate was for \$200,000. However due to the rise in costs for supplies there is cause for the increased amount.

Dan McKeehan asked if the existing analog radio system will continue to be used. James Jacklett answered that the City is in the process of upgrading which is expected to be completed in 2025. We are currently in an interim migration phase. James answered Dan’s question with, there is a certain amount of equipment at the 911 Dispatch Center that will remain and maybe be reduced, but will not substantially affect the sizing of the UPS System.

It was asked what percentage capacity will the UPS be at the end of the installation. Bryan Dagerman answered approximately just under fifty percent for the entire system. One UPS will be able to carry the full load of the electrical infrastructure. There are two UPS systems, so that if one needs to come down for maintenance or goes out, the other UPS will still be able to carry the entire load.

It was moved by Denise Bauer, seconded by Katie Durbin, with all ayes in favor of approving items presented.

Kathie Heath reminded that \$200,000 from the original quote was already in place and that the difference of \$138,200 is the additional amount to reach the \$338,200.

Dan asked what the estimated time of completion is? Randall responded that due to the demand for supplies being so high right now, the completion would probably happen in the fall of 2022. Bryan confirmed this time frame.

Dan asked if there was fire suppression. Bryan responded with no, there is a fire alarm. It was explained that because the room is also a telecommunication room, it is exempt in the International Building Code for suppression.

Ken Furlong asked if the current UPS System was stable with regards to the new project's completion in the fall. James answered that the old system is working today and that there are back up steps to be taken should it go down.

9. For Discussion Only (No Action): Reports of Committee Members

None.

10. Public Comment**

There were no public comments

11. For Possible Action: To adjourn

Katie Durbin motioned to adjourn at 9:06 a.m.

Recorder: Nancy Merritt