

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.4
(ID # 26852)

MEETING DATE:
Tuesday, March 11, 2025

FROM : DISTRICT ATTORNEY

SUBJECT: DISTRICT ATTORNEY: Approval of the Lease Agreement with VirTra, Inc., a Nevada corporation, for a Subscription Training and Equipment Partnership for Three (3) Years through March 30, 2028, with the an annual amount of \$49,975; All Districts; [Total Aggregate Cost - \$149,925; up to \$14,992 in Contingencies. 100% Departmental Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Lease Agreement with VirTra, Inc., a Nevada corporation, for a Subscription Training and Equipment Partnership for a total annual amount of \$49,975 for Three (3) years through March 30, 2028, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
- 2) Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel: (a) to sign amendments that include modifications of the statement of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the contract; (c) and issue Purchase Orders for goods and/or services that do not exceed the total contract amount.

ACTION:4/5 Vote Required


ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 11, 2025
xc: DA

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:
COST	\$49,975	\$49,975	\$ 149,925
NET COUNTY COST	\$49,975	\$49,975	\$ 149,925
SOURCE OF FUNDS: 100% Departmental Budget (General Fund).			Budget Adjustment: No
			For Fiscal Year: 24/25 – 27/28

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Department is seeking approval to lease law enforcement training simulator equipment. The VirTra simulator is an advanced, immersive training system that offers virtual firearms and tactical training scenarios to improve situational awareness, accuracy, and decision-making. The County has previous experience with the VirTra, Inc. simulator platform, as several departments, including the District Attorney's Office, have used this technology. Multiple District Attorney staff members have been trained as instructors, enabling them to educate staff, public safety partners, and the public about real-life scenarios and the critical decisions officers must make in high-pressure situations.

The training simulator allows the DA Bureau of Investigation and other personnel to practice de-escalation, active threat response, and communication drills, preparing them for potentially dangerous situations without exposing them to harm. The ability to make quick, crucial decisions is essential for ensuring the safety of both the public and our employees. The Department plans to continue utilizing the simulator to educate and demonstrate to the public the types of challenges law enforcement faces during critical encounters, helping to foster a better understanding of these high-stakes situations.

Impact on Residents and Businesses

N/A

Additional Fiscal Information

The District Attorney is requesting a 10% contingency of the total contract amount, which is approximately \$14,925, to allow for unanticipated minor scope adjustments and one-time purchases of supplemental accessories. The total three (3) year cost including the 10% contingency is \$164,917. The District Attorney's Office has budgeted the current year cost into the current budget and future years will be budgeted accordingly.

Contract History and Price Reasonableness

The department solicited informal quotes for leasing simulator equipment and software for virtual firearms and tactical training scenarios. Three vendors responded, but only VirTra, Inc.

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STATE OF CALIFORNIA**

met the department's request for a lease agreement instead of an outright purchase. As a result, VirTra Inc. was selected to provide a 36-month lease for the duration of the Lease Agreement.

Attachments:

- **ATTACHMENT A. Riverside County DA and VirTra, Inc. Lease Agreement**


Stacy Orton, Assistant Director of Purchasing 2/28/2025


Aaron Gettis, Chief of Deputy County Counsel 2/26/2025

LEASE AGREEMENT

For

Subscription Training and Equipment Partnership

VirTra Systems 180 LE-1 simulator system

between

COUNTY OF RIVERSIDE

and

VirTra, Inc.



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This Agreement, made and entered into by and between VirTra, Inc., a Nevada corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective April 1, 2025 upon signature of this Agreement by both parties and continues in effect for three years. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Forty-Nine Thousand, Nine-Hundred Seventy-Four Dollars and Fifty-Four Cents (\$49,974.54) annually, with increases in payments in subsequent years to be mutually agreed by the parties in writing. The renewal price shall not exceed the greater of a 3% price escalation or the result as determined for the renewal month in the U.S. Department of Labor inflation Calculator which may be found on <https://www.dol.gov/general/toppic/statistics/inflation>. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Items – Riverside-San Bernardino-Ontario CA areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Office of the District Attorney
3960 Orange Street
Riverside, CA 92501
Attn: Chris Stewart

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (contract ID# 1269); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually in advance.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "annually" at the beginning of each twelve month period. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government

Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the material terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.2 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination

5.3 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.4 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.5 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.7 Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for a material breach of a material provision "Cause" upon written notice to the other party. In lieu of terminating for Cause, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

6. Conduct of Contractor

6.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

6.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

6.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

7. Inspection of Service; Quality Control/Assurance

7.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

7.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

8. Independent Contractor/Employment Eligibility

8.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

8.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

8.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

8.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

8.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

8.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

9. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

10. Disputes

10.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

10.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

12. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

13. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

14. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

15. Confidentiality

15.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

15.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

17. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Office of the District Attorney
3960 Orange Street
Riverside, CA 92501
Attn: Christopher Stewart

CONTRACTOR

VirTra, Inc.
295 E. Corporate Pl.
Chandler, AZ 85225

18. Force Majeure

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include; but not limited to, Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster),

war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service, or governmental declaration of emergency or disaster if it affects a party.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use its best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply. The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

19. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

20. Hold Harmless/Indemnification

20.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based on

asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

20.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

20.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

20.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21. Insurance

21.1 CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds. Policy shall name the COUNTY as Additional Insureds. Notwithstanding anything to the contrary herein or elsewhere, in no event shall VirTra's cumulative liabilities exceed the amounts stated herein.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with a limit of \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall be \$1,000,000 per occurrence combined single limit. The general aggregate limit shall be \$2,000,000. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in the amount of \$1,000,000 per occurrence combined single limit. Policy shall name the COUNTY as Additional Insureds.

D. Insurance Requirements for IT Contractor Services:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits of \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

E. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of \$3,000,000 per claim/aggregate and \$2,000,000 excess coverage per claim/aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.

F. Umbrella Liability

Contractor shall procure and maintain for the duration of the contract Umbrella Liability Insurance with an aggregate limit of \$15,000,000 per occurrence/aggregate. Policy shall name the COUNTY as Additional Insureds.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all

attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance. If CONTRACTOR'S insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

22. General

22.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

22.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

22.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

22.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

22.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

22.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

22.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

22.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

22.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

22.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

22.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22.12 Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUE TA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

22.13 During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed by COUNTY.

22.14 CONTRACTOR acknowledges and understands that COUNTY is a government entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 54950 et seq.) Notwithstanding any other provision contained in this Agreement, any information (Including Confidential Information), communications, and documents given by CONTRACTOR to COUNTY and meetings involving COUNTY may be subject to requests for disclosure pursuant to the California Public Records Act and Brown Act. COUNTY acknowledges and


understands that trade secrets are exempt from the disclosure requirements of the California Public Records Act and the California Brown Act, and will ensure CONTRACTOR will have a reasonable opportunity to object to any disclosure of CONTRACTOR information that is exempt from disclosure under public disclosure laws and regulations, including seeking an order blocking such disclosure. Each Party shall disclose the other Party's Confidential Information when required by law or otherwise in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof.

22.15 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

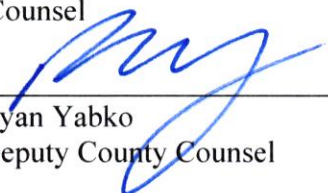
By: 
V. Manuel Perez, Chairman
Board of Supervisors

Dated: 3/11/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

VirTra, Inc., a Corporation of the State of Nevada
Signature: 

Alanna Boudreau (Feb 19, 2025 12:17 MST)

By: **Email:** aboudreau@virtra.com
Alanna Boudreau
Chief Financial Officer

Dated: 02/19/2025

Exhibit A – Scope of Services**1.0 Subscription Training & Equipment Partnership (STEP) Terms and Conditions****1.1 PRODUCTS AND SERVICES**

CONTRACTOR agrees to provide COUNTY with the Virtra Furnished Equipment (VFE) as enumerated in Exhibit B, including all licenses and services in accordance with the terms and conditions set forth in the Agreement. Employees and agents of CONTRACTOR shall, while on the premises of the COUNTY, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, CONTRACTOR shall be responsible for installation, training, and knowledge transfer activities in relation to the VFE and licenses being supplied, as set forth in Exhibit B. All equipment shall be delivered to Customer site as specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing. Upon any termination or expiration of this Agreement, the VFE and all other related materials provided to COUNTY hereunder shall be returned to CONTRACTOR or, at CONTRACTOR's option, CONTRACTOR may arrange for pickup of the VFE and related materials. The VFE and related materials must be returned to CONTRACTOR in good repair and with full functionality, considering reasonable wear and tear. CONTRACTOR shall provide the VFE and perform work in a professional manner consistent with general industry standards.

1.2 LICENSE GRANT

Subject to prompt receipt of full payment and the terms of this Agreement, CONTRACTOR hereby grants to COUNTY a non-exclusive, revocable license to use, at the specific location of the installation, the VirTra Furnished Equipment (VFE) and software specified in Exhibit B. COUNTY must promptly notify CONTRACTOR in the event of a planned relocation of the equipment.

1.3 LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

CONTRACTOR represents and warrants that all the VFE and software ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use to the material and supplies accepted shall pass directly from CONTRACTOR to COUNTY at the F.O.B. point, subject to the right of COUNTY to reject upon inspection.

1.4 WARRANTY; MAINTENANCE

CONTRACTOR shall provide the warranty and maintenance services set forth in Exhibit B of this Exhibit. Except as expressly set forth therein, CONTRACTOR shall have no other maintenance or support obligations. CONTRACTOR may offer VirTra Certified Refurbished parts.

1.5 OWNERSHIP OF HARDWARE AND SOFTWARE

Except as expressly set forth herein, COUNTY acknowledges and agrees that all right, title, and interest in and to the VFE and or VFE (and the intellectual property rights associated therewith) provided to COUNTY under the terms and conditions of this Agreement shall, at all times, belong to CONTRACTOR or CONTRACTOR's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the VFE to Customer. Notwithstanding the foregoing,

CONTRACTOR may, in CONTRACTOR's sole discretion, transfer ownership of the VFE to COUNTY provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the VFE after transference is permitted only by means of a continuing license from VirTra.

1.6 DATA AND OWNERSHIP

All content generated or stored by the VFE that is related to the performance and activity of COUNTY personnel while using the content that is and shall be the sole and exclusive property of COUNTY. COUNTY acknowledges and agrees that the VFE provides certain content backup and verification features, and that preservation of the content is the sole and exclusive responsibility of COUNTY.

COUNTY hereby grants CONTRACTOR a license to the Content for purposes including, but not limited to, measuring VFE performance and function, VFE maintenance, calibration, data aggregation for tests, training results, measurements, etc.

2.0 VFE Acceptance Checklist: the CONTRACTOR shall be responsible for, but not be limited to, completing the following Items of Acceptance checklist.

- 2.1 Initial Setup and Testing (Some items may not be applicable) Visually Inspect the system and explain its Components
- 2.2 Open each box/container and verify all items are accounted for Setup and Position Screen(s) and CPU Rack
- 2.3 Layout Speakers, All Wiring and Balance all Sound Levels Install Training Platform (If Applicable) Install and Align all Projected Images and Camera Views Test all Weapon Kits and Wireless accessories.
- 2.4 Ensure all User Manuals are Correct for system & Accessories Instructional Training (**Some items may not be applicable) Explain Proper Maintenance and Environmental Conditions Explain the importance of Firearm Safety
- 2.5 Explain and Demonstrate how to Install Weapon Kits
- 2.6 Explain and Demonstrate how to properly Maintain Weapon Kits
- 2.7 Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling Explain and
- 2.8 Demonstrate how to Fill the Weapon Magazines
- 2.9 Explain and Demonstrate how to Properly Boot Up and Shutdown the system Explain the functionality of Wake-On-LAN
- 2.10 Explain and Demonstrate how to Run VOST™
- 2.11 Explain the Different Scenario Types and how to run Each Type of Scenario Explain and Demonstrate how to Create Scenario Tags and Filters
- 2.12 Explain and Demonstrate how to Create Scenario Playlists Explain and Demonstrate how to Add Scenario Favorites Explain and Demonstrate Proper Projector Alignment
- 2.13 Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools Explain and Demonstrate how to use Diagnostics through V-Tracking Tools
- 2.14 Explain Laser ID's vs Pulse Lengths
- 2.15 Explain and Demonstrate how to Add a New Weapon Kit Explain and Demonstrate how to Enter a New Trainee
- 2.16 Explain and Demonstrate how to assign Trainee's and Weapons Explain and Demonstrate how to Zero a Weapon
- 2.17 Explain and Demonstrate Directional Surround Sound

- 2.18 Explain and Demonstrate how to run and Configure VirTra Accessory Controller Explain and Demonstrate how to use VirTra Wireless Devices
- 2.19 Explain and Demonstrate how to Run a Video Scenario Explain and Demonstrate Scenario Branching
- 2.20 Explain and Demonstrate Scenario Debrief Explain and Demonstrate Presentation Mode
- 2.21 Explain and Demonstrate Low-Light
- 2.22 Explain and Demonstrate TMaR
- 2.23 Explain and Demonstrate Breach Door
- 2.24 Explain and Demonstrate how to Create a Marksmanship Trainee Set Explain and Demonstrate how to Boresight in Marksmanship
- 2.25 Explain and Demonstrate how to Run a Free Fire Course in Marksmanship Explain and Demonstrate how to Run a Pre-built Course in Marksmanship Explain and Demonstrate how to Run Marksmanship Debrief
- 2.26 Explain and Demonstrate how to Create and Import a Custom Target Explain and Demonstrate how to Create and Import a Custom Course of Fire Explain and Demonstrate how to use VirTra Remote Desktop
- 2.27 Explain how to access VirTra Administration, including as an Administrator Explain all Icons and their functions of VirTra Administration
- 2.28 Explain the Safety Precautions and Waiver Explain what consumable items are
- 2.29 Explain the CONTRACTOR Warranty and Customer Service & Support Procedures Show client where manuals are located for system/accessories
- 2.30 Explain and Demonstrate how to run V-Author®
- 2.31 Explain and Demonstrate how to use the VirTra Pano Edit Tool (if applicable)
- 2.32 Explain and Demonstrate how to Import a V-Author® Scenario (if applicable)
- 2.32 Explain and Demonstrate how to Export a New V-Author® Scenario (if applicable)
- 2.33 Explain and Demonstrate how to Author a Single Screen Scenario (if applicable)

Exhibit B – Payment Provisions**1 CONTRACT GENERAL INFORMATION:**

- 1.1 Account Name Riverside County District Attorney's Bureau of Investigation
 1.2 CustID 0623-01299
 1.3 COUNTY Contact Josh Neiheisel, 951-955-6183, jneiheisel@rivcoda.org
 1.4 Quote Number 00009670
 1.5 Prepared By Ryan Bray, 480-968-1488, rbray@virtra.com
 1.6 VirTra STEP Annual Contract Offering
 1.7 Notes: 8.75% Sales Tax Added to the annual invoice. Shipping/handling and training/installation included in Annual Rate.

2 CONTRACT PRICE SUMMARY:

- 2.1 Contract Initiation Payments (one time)
 2.1.1 Setup & Training \$0.00
 2.1.2 S&H \$0.00
 2.2 Annual Recurring Payment
 2.2.1 Annual Contract \$45,953.60
 2.2.2 Rate: Subscription Training & Equipment Partnership (STEP)

3 Services, VirTra Furnished Equipment and Annual Rate Summary

Table 3.1

SKU	Product Code	Description	Qty
7001000	V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all CONTRACTOR simulation systems under a current warranty, service or subscription plan.	1
1800000	V-180LE-1	VirTra Systems 180 LE-1 simulator system uses three interconnected screens to produce a more immersive training environment. Multi-directional training allows for scanning, situational awareness, acquiring and engaging moving targets and overcoming distractions. System	1

		includes LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	
1800201	VHU-BS-180-RP	Eliminates the 5 inch black border between screens to increase immersion on VirTra 180 systems. Rear-Project Dual Vision Screens	1
4010400	V-M4-KIT-1	M4 AR15 M16 Tetherless laser recoil kit. Includes one standard magazine. Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer).	1
4010403	V-M4-SM	VirTra engineered, refillable, double seal, standard magazine. One refill station (V-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	1
4001900	V-G19-KIT-1	Glock 19 (Gen 1-4) Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	2
5000203	V-FLT-TLR7A	Model TLR-7A laser-based weapon mounted flashlight.	2
5000750	V-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty. Includes travel case.	1
4010407	V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	1
4001906	V-G19-SM	Additional standard magazine for use with the Glock G19 recoil kits.	4
4001907	V-G19-AP	Adapter plate for the Glock G19-MAG (Requires VirTra refill station).	1
5000605	V-RFC	Refill nozzle, braided hose and table clamp to refill CO2 gas from a CO2 tank using CGA320 thread.	1
5000553	V-T7-12/12	TASER 7® simulation cartridge package A: Simulates two (2) close quarter (12 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 and TASER 7 CQ devices. Includes one USB charging cable.	1
5000501	V-OCC-MK3	Laser-based MK3 model OC training device.	1

Annual Contract Rate (STEP): \$45,953.60

3.2 During the term of the Agreement and provided that COUNTY in material compliance with the terms and conditions set forth in Exhibit A, CONTRACTOR includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

3.3.1 CONTRACTOR system technician on installation site one time during Plan Year to perform the following functions as needed and if applicable. Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit B.

- Upgrade VirTra Operating system (VOS) Features.
- Install new VirTra training scenarios.
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics.
- Clean Simulator Screens.
- Upgrade to most current base library.
- Recalibrate system.
- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items.
- Test Threat-Fire® Devices for Proper Functionality.
- Test OC & TASER® Devices for Proper Functionality.
- Inspect & Test Speakers and Sound FX.
- Provide a List of Inspected Items Provide User Refresher Training.

3.3.2 Parts and Labor in the event of a non-functioning system or accessory.

3.3.3 Use of CONTRACTOR's Advance Replacement Program.

3.3.4 Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

3.3.5 Travel expenses if a CONTRACTOR technician must travel to COUNTY location.

3.3. 6 Overnight Shipping on all replacement or repaired parts.

3.3.7 Remote Assistance where available.

3.4 VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. COUNTY will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with COUNTY system and, accordingly, no guarantee of additional scenarios is provided. TASER® X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER® handle. Limited Quantities and not available for all components.

VirTra - 3-Year Lease agreement Final-corrected 19 FEB 2025

Final Audit Report

2025-02-19

Created:	2025-02-19
By:	James Skoulikas (jskoulikas@virtra.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtGHZ9ku7bPys5zFr4GyeqxP8MtoF16DO

"VirTra - 3-Year Lease agreement Final-corrected 19 FEB 2025" History



Document created by James Skoulikas (jskoulikas@virtra.com)

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Document emailed to Alanna Boudreau (aboudreau@virtra.com) for signature

2025-02-19 - 6:00:12 PM GMT



Email viewed by Alanna Boudreau (aboudreau@virtra.com)

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Document e-signed by Alanna Boudreau (aboudreau@virtra.com)

Signature Date: 2025-02-19 - 7:17:49 PM GMT - Time Source: server



Agreement completed.

2025-02-19 - 7:17:49 PM GMT



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