

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



ITEM: 3.31
(ID # 28411)

MEETING DATE:

Tuesday, August 26, 2025

FROM : PROBATION

SUBJECT: PROBATION DEPARTMENT: Ratify and Approve the Simulated Firearm Equipment and Training Services Agreement Addendum No. 2 with VirTra, Inc. to add-on the V-Author custom scenario package to the current VirTra Simulator system without seeking competitive bids through June 30, 2028; All Districts. [Total Cost \$10,843; One-Time Cost \$7,431 Annual Cost \$1,706; up to \$1,084.00 in additional compensation; 100% Probation Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Simulated Firearm Equipment and Training Services Agreement (Agreement) Addendum No. 2 with VirTra, Inc. for the add-on the V-Author custom scenario package to the current VirTra Simulator without seeking competitive bids for three years through June 30, 2028, in the annual amount of \$1,706. and a one-time cost of \$7,431 for equipment setup and training and authorize the Chair of the Board to execute the Agreement Addendum No. 2 on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments to the Agreement including modifications of the scope of services that stay within the intent of the Agreement, and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the contract; and,
3. Direct the Purchasing Agent to issue purchase orders to VirTra, Inc., that do not exceed the total compensation approved by the Board for services provided consistent with the Agreement and Addendum No. 2.

ACTION:Consent


Christopher Wright, Chief Probation Officer 8/7/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina 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: August 26, 2025
xc: Probation

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$7,431	\$1,706	\$10,843	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Probation Department Budget			Budget Adjustment: No	
			For Fiscal Year: 2025/2026-2027/2028	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

California law (AB 392) emphasized that peace officers must be trained in "appropriate responses to a variety of situations involving persons with mental illness, intellectual disability, and substance use disorders," specifying "conflict resolution and de-escalation techniques for potentially dangerous situations." A weapon training interactive simulator provides the Probation Department with a powerful tool to train our institutional and field officers, both armed and unarmed, in utilizing de-escalation techniques.

The Probation Department (Probation) is currently leasing the VirTra Software de-escalation simulator. These small firearm and decision-making training simulators are designed to teach and sustain trainees and seasoned officers alike through professionally produced scenarios filmed and edited specifically for VirTra's simulators.

The Probation Department would like to add-on the V-Author custom scenario package to the current VirTra Simulator system that will work as a separate scenario to appropriately meet the training needs of Probation Juvenile Institutional staff. There is currently an emphasis on Probation officers to be trained in appropriate responses to a variety of situations involving persons with mental illness, intellectual disability, and substance use disorders, specifying conflict resolution and de-escalation techniques for potentially dangerous conditions. The V-Author can be custom tailored for those training needs.

With de-escalation at the forefront of the community and the Country, this system provides opportunities for staff to practice realistic scenarios where they can utilize their motivational interviewing skills, as well as mentally processing a critical incident if they fail to de-escalate a scenario. The Riverside County District Attorney Bureau of Investigations also utilizes VirTra to provide their investigators and attorneys with reality-based training, which has proven to be beneficial due to the realistic scenarios and instructor-controlled escalation/de-escalation simulated role play.

TSOC and H11 is not required as VirTra's software is not integrated within RCIT network.

Impact on Residents and Businesses

Citizens of Riverside County will benefit from the increased efficiency of staff hired by the Probation Department due to the modernization of the training process. The software's key

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

patented features will allow the Probation Department to provide opportunities for staff to practice realistic scenarios where they are able to utilize their motivational interviewing skills, as well as mentally processing a critical incident. The training also helps an officer's ability to de-escalate a scenario, which can result in increased public safety, and a higher overall quality of service provided by the Probation Department.

Additional Fiscal Information

Funding for the Addendum No. 2 will be budgeted through the normal County budget process. Funds for this Agreement have been allocated for the FY2025/2026.

Description:	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	Total
One-time Costs: Equipment Setup and Training:	\$5,400	\$0	\$0	\$5,400
Annual Recurring Payment	\$1,706	\$1,706	\$1,706	\$5,118
Other Costs: S&H	\$325	\$0	\$0	\$325
Total Costs	\$7,431	\$1,706	\$1,706	\$10,843

Contract History and Price Reasonableness

On January 14, 2025, Minute Order #3.30, the Board of Supervisors (Board) ratified and approved an Agreement Addendum for six years. (Purchasing approved SSJ# 25-032 with Quote #00005406). The total aggregate amount was \$235,970. Based on the Department's need to provide additional scenario training that the V-Author custom scenario package can provide to Probation Juvenile Institutional staff, Probation seeks the Board's approval of this Agreement Addendum No. 2 with VirTra, Inc. without seeking competitive bids (SSL # 25-032A).

ATTACHMENTS:

- SSJ 25-032A Addendum No. 2
- Addendum No. 2 to Simulated Firearm Equipment and Training Services Agreement with VirTra, Inc.
- Addendum No. 1 to Simulated Firearm Equipment and Training Services Agreement with ViTra, Inc.
- Simulated Firearm Equipment and Training Services Agreement with VirTra, Inc.


Stacy Orton, Assistant Director of Purchasing

8/14/2025


Rebecca S. Cortez, Principal Management Analyst

8/18/2025


Aaron Gettis, Chief of Deputy County Counsel

8/14/2025

COUNTY OF RIVERSIDE
ADDENDUM NO. 2 TO THE AGREEMENT
WITH
VIRTRA, INC.

Contract Term:	July 13, 2023 through July 13, 2026
Contract Term Extended To:	July 13, 2028
Effective Date of Addendum:	July 1, 2025
Original Annual Maximum Contract Amount:	\$45,896.02 + one-time cost of \$6,490.00
Amended Annual Maximum Contract Amount:	Additional \$1,706.60 + one-time cost of \$5,725
Contract ID/Quote No:	VirTra Quote 00010427

This Addendum No. 2 to the Simulated Firearm Equipment and Training Services Agreement is entered into by and between the County of Riverside, a political subdivision of the State of California (COUNTY), and VirTra, Inc., a Nevada corporation (CONTRACTOR), effective July 1, 2025. The parties agree as follows:

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that Simulated Firearm Equipment and Training Services Agreement for the lease of De-Escalation Training & Firearm training Simulators (the "Agreement"), effective July 13, 2023; and

WHEREAS, the term of the Agreement was for an initial one (1) year period that would automatically renew annually for a maximum aggregate term of five (5) years, unless a party provided written notice of termination in accordance with the Agreement; and

WHEREAS, on January 14, 2025, the parties entered into an Addendum to the Agreement wherein COUNTY acknowledged a desire to commit to renewing the Agreement for the full five (5) year period, and the parties ratified the contract arising from VirTra Quote Number 00005406 and acknowledged delivery of the Products and Services in accordance with Exhibits A through D of the Agreement; and

WHEREAS, the COUNTY now desires to add-on the V-Author® custom scenario package to the current VirTra simulator system offered via Quote No. 00010427.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The current Renewal Term of the Agreement is hereby revised to remain in effect through July 13, 2028, unless a party provides written notice of termination to the other party at least sixty (60) days before the end of the Renewal Term. No further automatic renewal periods shall be provided for under the Agreement.
2. The VirTra Quote No. 00010427, including the Subscription Training & Equipment Partnership (STEP) Agreement and Exhibits A through D (collectively, "STEP

Form #116-311 Revision Date: 01/13/2016

County of Riverside Purchasing and Fleet Services
3450 14th Street 4th Floor, Riverside, CA 92504
Telephone: (951) 955-4937

AUG 26 2025 3.31

COUNTY OF RIVERSIDE
ADDENDUM NO. 2 TO THE AGREEMENT
WITH
VIRTRA, INC.

-
- Agreement”), attached hereto as Attachment No. 1, are hereby incorporated into the Agreement to add the V-Author® custom scenario package effective July 1, 2025.
3. The Term of the STEP Agreement is hereby revised to reflect an Effective Date of July 1, 2025 through June 30, 2026. Thereafter, the STEP Agreement will automatically renew for an additional one (1) year period (each a “Renewal Term”), up to a total aggregated term period through June 30, 2028, unless a party provides written notice of termination to the other party at least sixty (60) days before the end of each Renewal Term.
 4. Maximum payments by COUNTY to CONTRACTOR for the V-Author® custom scenario training add-on shall not exceed \$7,431.60 for Fiscal Year (FY) 2025/26, and \$1,706.60 per fiscal year for FY 2026/27 through FY 2027/28. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.
 5. This Addendum No. 2, the Agreement, Addendum, and exhibits and attachments thereto, contain the entire understanding of the parties. There are no oral or written representations, understanding, or ancillary covenants, undertakings, or agreement that are not contained or expressly referred to within the aforementioned documents.
 6. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

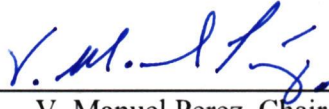
[Signatures on Following Page]


COUNTY OF RIVERSIDE
ADDENDUM NO. 2 TO THE AGREEMENT
WITH
VIRTRA, INC.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addendum No. 2 to the Agreement.

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

VirTra, Inc., a Nevada corporation

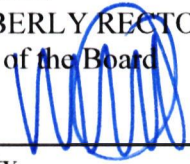
By: 
V. Manuel Perez, Chair
Board of Supervisors

By: 
Alanna Boudreau
Chief Financial Officer

Dated: AUG 26 2025

Dated: 08/13/2025

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: 
Deputy

(SEAL)

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez
Deputy County Counsel

Dated: 08/13/2025

COUNTY OF RIVERSIDE
ADDENDUM NO. 2 TO THE AGREEMENT
WITH
VIRTRA, INC.

ATTACHMENT NO. 1

STEP Agreement

COUNTY OF RIVERSIDE
ADDENDUM TO THE SIMULATED FIREARM EQUIPMENT AND TRAINING
SERVICES AGREEMENT provided with Quote Number 00005406
WITH
VirTra, Inc.

Original Contract Term:	Nov 8, 2022 through July 2028
Contract Term Extended To:	Not applicable
Original Annual Maximum Contract Amount:	\$45,896.02
Amended Annual Maximum Contract Amount:	\$45,896.02

This Addendum to the above-referenced Services Agreement (“Agreement”) for Simulated Firearm Equipment and Training Services between the County of Riverside, a political subdivision of the State of California (“COUNTY”), and VirTra, Inc., a Nevada corporation (“CONTRACTOR”), is entered into as of December 3, 2024.

WHEREAS, COUNTY and CONTRACTOR entered into that Simulated Firearm Equipment and Training Services Agreement, on November 8, 2022;

WHEREAS, the term of the Agreement, with an effective date of July 13, 2023, was for an initial one (1) year period that would automatically renew annually for a maximum aggregate time of five (5) years from the Effective Date, unless the County provides written notice of termination in accordance with the Agreement;

WHEREAS, COUNTY wishes to commit to renewing the Agreement for the full five (5) year period.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The parties hereby ratify the contract arising from VirTra Quote Number 00005406 initially signed on November 8, 2022, and acknowledge delivery of the Products and Services in accordance with Exhibits A through D therein, by the signatures below.

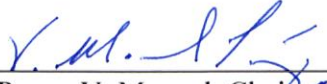
[Signatures on the following page]


COUNTY OF RIVERSIDE
ADDENDUM TO THE SIMULATED FIREARM EQUIPMENT AND TRAINING
SERVICES AGREEMENT provided with Quote Number 00005406
WITH
VirTra, Inc.

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

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

VIRTRA, INC., a Nevada corporation

By: 
Perez, V. Manuel, Chair
Board of Supervisors

By: 
Name: Alanna Boudreau
Title: Chief Financial Officer

Dated: 1/14/2025

Dated: 11/25/2024

ATTEST:
KIMBERLY A. RECTOR, Clerk
Clerk of the Board

By: 
DEPUTY

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Braden Holly
Braden Holly
Deputy County Counsel

11/25/2024



Account Name	Riverside County Probation Department	Created Date	9/9/2022
Contact Name	Tim Goodwyn	Quote Number	00005406
Phone	9519559447	Expiration Date	9/30/2022
Email	tgoodwyn@rivco.org		
Ship To Name	Riverside County Probation Department	Prepared By	Scott Dilullo
VirTra STEP Annual Contract Offering		Phone	(480) 968-1488 x5051
		Email	sdiullo@virtra.com

Notes: Taxes are the responsibility of the purchasing agency unless agency is tax exempt.

VIRTRA, INC.

**SIMULATED FIREARM EQUIPMENT
AND TRAINING SERVICES AGREEMENT**

AGREEMENT: Simulated Firearm Equipment and Training Services Agreement (the "Agreement") is made and entered by and between the organizations or entities set forth below to provide Agency with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "System").

CONTRACT PRICE SUMMARY:

Contract initiation payments (one time.)

Setup & Training: \$5,940.00
S&H \$550.00

Annual Recurring Payment:

Annual Contract \$42,203.24
Rate (STEP)

TERM: This Agreement will become effective upon the date the customer receives and accepts control over a substantial portion of the equipment listed on Exhibit D and services listed on the System Acceptance Checklist (Exhibit C) but not more than 90 days after Contract execution date. Unless terminated as set forth herein, this Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of sixty (60) months, unless and until one party provides the other party with written notice of termination at least sixty (60) days prior to the end of the Term, or any subsequent Renewal Term.

EXHIBITS: The following exhibits are incorporated herein by reference and form a material part of this Agreement.

- Exhibit A: General Terms and Conditions.**
- Exhibit B: Maintenance and Support Agreement.**
- Exhibit C: System Acceptance Check List.**
- Exhibit D: Services, Equipment, and Annual Rate Summary**

SIGNATURES: By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

FOR AGENCY



Ronald C. Miller II

11/8/2022

Signature

Date

Ronald C. Miller II Chief Probation Officer

Printed Name and Title

FOR VIRTRA

Signature

Date

Printed Name and Title

295 East Corporate Place
Chandler, AZ 85225
(480) 968-1488

EXHIBIT A
VIRTRA, INC.
AGREEMENT FOR SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES
GENERAL TERMS AND CONDITIONS

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the Agency and VirTra. Each party expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from VirTra; and the unrestricted right to bid and supply any such product, support or service.

2. PRODUCTS AND SERVICES

VirTra agrees to provide the Agency with the System, including all goods and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein, as well as all necessary manpower and other necessary resources.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. THE PARTIES AGREE THAT ALL TERMS AND CONDITIONS ARE SET FORTH IN THIS AGREEMENT.

Employees and agents of VirTra, shall, while on the premises of the Agency, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, VirTra shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied, as set forth in Exhibit B to this Agreement.

All equipment shall be delivered to an Agency site 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 System and all other related materials provided to Agency hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the System and related materials. The System and related materials must be returned to VirTra in good repair and functionality, considering reasonable wear and tear.

VirTra shall provide the System and perform work in a professional manner consistent with, at a minimum, general industry standards.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The parties agree that they shall cooperate and execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.



4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Agency unless it is in writing and signed by an authorized representative of the Agency.

7. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the Agency is listed in the Hazardous Substances List of the Regulations of the Occupational Safety and Health Administration, or if the product presents a physical or health hazard, VirTra must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

8. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Agency. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to Agency will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, VirTra agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at Agency's destination; and such loss, injury or destruction shall not release VirTra from any obligation hereunder.

9. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the Agency. Inspection shall be made prior to execution of the System Acceptance Checklist, shown in Exhibit C.

In the event that VirTra's goods are not accepted by Agency due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected goods.

The rights and remedies of Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by Agency of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by VirTra, or of any other claim, right or remedy of the Agency.

Agency's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Installation Sign-off.

10. ADJUSTMENT BY COMPANY

The Agency reserves the right to waive a variation in specification of goods or services supplied by VirTra. VirTra may request an equitable adjustment of payments to be made by Agency if Agency requires a change in the goods or services to be delivered. Any claim by VirTra for resulting adjustment of payment must be asserted within thirty (30) days from the date of receipt by VirTra of the notification of change required by Agency.

11. INVOICING

VirTra shall invoice Agency on a periodic basis, in accordance with the pricing set forth in Exhibit D of the Agreement. Invoices shall be sent to the Agency customer or department referenced above or such other person or address as the Agency may provide to VirTra, in writing, from time to time. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: VirTra's complete name and remit-to address; invoice date, invoice number, and payment term; Agency contract number; pricing per the Agreement; applicable taxes; and total cost.

VirTra and Agency shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

12. AVAILABILITY OF FUNDING



The Agency's obligation for payment of any fees or charges beyond the Initial Term is contingent upon the availability of funding and upon appropriation for payment to VirTra.

13. PAYMENT

The Agency's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder.

14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, Agency shall not make payments prior to receipt of service or goods (i.e. the Agency will not make "advance payments").

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

VirTra shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under VirTra's federal and state identification number(s).

15. TERMINATION FOR CAUSE

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to the other party. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order, (b) violation by a party of any applicable laws or regulations; or (c) assignment or delegation by a party of the rights or duties under this Agreement without the written consent of the other party.

In lieu of terminating immediately upon default, 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.

16. TERMINATION FOR BANKRUPTCY

If VirTra is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of VirTra's insolvency, the Agency may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

17. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be subject to mediation and then binding arbitration.

18. ACCOUNTABILITY

VirTra will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, VirTra must take immediate action to correct or resolve the issues.

19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

VirTra may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of Agency. Notwithstanding the foregoing, VirTra may transfer its rights and obligations under this Agreement in conjunction with a sale of all or substantially all of VirTra's assets.

20. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving VirTra. In the event of an acquisition, merger, divestiture or other transfer of rights VirTra must ensure that the enquiring entity or the new entity is legally required to:

A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between VirTra and the Agency, including but not limited to: a) established pricing and fees; b) product support and maintenance until the contract is terminated; and c) no price escalation during the term of the Agreement.

B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The Agency will not be required to pay any additional license or maintenance fee.

C. Give the Agency prompt written notice following the closing of an acquisition, merger, divestiture or other transfer of rights involving VirTra.

21. COMPLIANCE WITH ALL LAWS & REGULATIONS

VirTra shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. VirTra's violation of this provision shall be deemed a material default by VirTra, giving Agency the right to terminate the Agreement. Examples of such Regulations include but are not limited to Occupational Safety and Health Act of 1970 and the standards and regulations issued there under. VirTra agrees to indemnify and hold harmless the Agency for any loss, damage, fine, penalty, or any expense whatsoever as a result of VirTra's failure to comply with the act and any standards or regulations issued there under.

22. 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 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 the Agency

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 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.

The Agency shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by VirTra. The Agency shall reserve the right to extend the agreement and time for performance at its discretion.

23. CONFLICTS OF INTEREST

VirTra shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations. In accepting this Agreement, VirTra covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. VirTra further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest, including but not limited to VirTra's employees and subcontractors.

24. INDEPENDENT CONTRACTOR

VirTra shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Agency. VirTra shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Agency and VirTra. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Agency, nor shall any such person be entitled to any benefits available or granted to employees of the Agency.

VirTra is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

25. INSURANCE

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder.

26. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by VirTra's negligence or operations shall be repaired, replaced or reimbursed by VirTra at no charge to the Agency. Repairs and replacements shall be completed in a timely and expedient manner. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from VirTra's vehicles or during performance shall be the responsibility of VirTra. All materials must be cleaned up in a manner and time reasonably acceptable to Agency (completely and immediately to prevent potential as well as actual environmental damage). VirTra must promptly report each incident to the Agency. Damage observed by VirTra, whether or not resulting from VirTra's operations or negligence shall be promptly reported by VirTra to Agency. Agency may, at its option, approve and/or dictate the actions that are in Agency's best interests.

28. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

VirTra represents and warrants that all the goods and materials 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 VirTra to Agency at the F.O.B. point, subject to the right of Agency to reject upon inspection.

29. INDEMNITY

Neither party shall not be liable for, and each party shall defend, indemnify and hold harmless the other party and the employees and agents of the other party (collectively, the "Indemnified Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of a party or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of a party. A party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a party is obligated to indemnify, defend and hold harmless the other party as set forth herein.

30. WARRANTY; MAINTENANCE

VirTra shall provide the warranty and maintenance services set forth in Exhibit B to this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations.

31. COOPERATION WITH REVIEW

VirTra shall cooperate with Agency's periodic review of VirTra's performance. VirTra shall make itself available onsite to review the

progress of the project and Agreement, as requested by the Agency, upon reasonable advance notice.

32. NON-DISCRIMINATION

VirTra shall comply with all applicable Federal, State, and local laws and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; and The Rehabilitation Act of 1973 (§§ 503 and 504), VirTra shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall VirTra discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. VirTra's violation of this provision shall be deemed a material default by VirTra giving Agency a right to terminate the Agreement for cause.

33. SEVERABILITY

Should any part of the Agreement between Agency and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

34. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Agency. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Agency so specifies.

35. USE OF COMPANY'S NAME FOR COMMERCIAL PURPOSES

VirTra may not use the name of the Agency or reference any endorsement from the Agency in any fashion for any purpose, without the prior express written consent of the Agency.

36. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

37. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

38. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

39. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

40. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

41. CONTRACT EXECUTION

Unless otherwise prohibited by law or Agency policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Agency.

42. AGENCY POINT OF CONTACT

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the

requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

43. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

44. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.

45. DATA AND OWNERSHIP

All content generated or stored by the System that is related to the performance and activity of Agency personnel while using the System ("Content") shall be the sole and exclusive property of Agency. Agency acknowledges and agrees that the System provides certain Content backup and verification features and that preservation of the Content is the sole and exclusive responsibility of Agency.

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

46. CONFIDENTIAL INFORMATION

"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement unless required by law. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement. Each party shall defend, indemnify and hold the other party harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by that party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party.

47. LIMITATION OF LIABILITY

Both parties' liability for damages to each other for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of five hundred thousand dollars (\$500,000) or two (2) times the Total Agreement Value. For purposes of this Section, "Total Agreement Value" will mean the aggregate Agreement price and any subsequent amendments to this Agreement. In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory. The foregoing limitation of liability shall not apply to: (i) any indemnity and defense obligations related to infringement of intellectual property, personal injury, death, property damage; (ii) willful misconduct, gross negligence, or fraud; or (iii) reasonable attorney's fees.

48. OWNERSHIP PROPERTY

Except as expressly set forth herein, Agency acknowledges and agrees that all right, title, and interest in and to the System (and the intellectual property rights associated therewith) provided to Agency under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the System to Agency. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the System to Agency provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the System after transference is permitted only by means of a continuing license from VirTra.

49. TAXES

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Agency, and Agency agrees to reimburse VirTra for all applicable taxes that Agency is required to collect, regardless of the tax amount being excluded from VirTra's quotes or Agency's Purchase Orders.

50. TAX EXEMPTION

Agency must provide VirTra with a correct, valid and signed tax exemption certificate applicable to the specific goods and services purchased, relevant to the end use location, prior to VirTra invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Agency to pay all required taxes. Additionally, it will be Agency's responsibility to obtain any tax refunds permitted if VirTra has collected and remitted taxes to a taxing authority.

Exhibit B Maintenance and Support Agreement

During the term of the Agreement, and provided that Agency is in material compliance with the terms and conditions set forth in Exhibit A, VirTra 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.

1: VirTra 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 D.

- Upgrade VirTra Operating System (VOS) Features¹
- Install new VirTra training scenarios²
- 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

2: Parts and Labor in the event of a non-functioning system or accessory.³

3: Use of VirTra's Advance Replacement Program.⁴

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

5: Simulator Computer and Projector Upgrade after five (5) years of deployment and if Contract renewal into sixth year of service. Other electronics and hardware to be upgraded at VirTra's discretion.

6: Travel expenses if a VirTra technician must travel to customer location.

7: Overnight Shipping on all replacement or repaired parts⁵

8: Remote Assistance⁶

1 – 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.

2 – Agency will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Agency's system and, accordingly, no guarantee of additional scenarios is provided.

3 – 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.

4 – Limited Quantities and not available for all components.

5 – Where Available.

6 – Agency must allow remote access to System.

Exhibit C System Acceptance Checklist

Initial Setup and Testing (Some items may not be applicable)
Visually Inspect the System and Explain its Components
Open each box/container and verify all items are accounted for
Setup and Position Screen(s) and CPU Rack
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
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
Explain and Demonstrate how to Install Weapon Kits
Explain and Demonstrate how to properly Maintain Weapon Kits
***Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling
Explain and Demonstrate how to Fill the Weapon Magazines
Explain and Demonstrate how to Properly Boot Up and Shutdown the System
Explain the functionality of Wake-On-LAN
Explain and Demonstrate how to Run VOSTM
Explain the Different Scenario Types and how to run Each Type of Scenario
Explain and Demonstrate how to Create Scenario Tags and Filters
Explain and Demonstrate how to Create Scenario Playlists
Explain and Demonstrate how to Add Scenario Favorites
Explain and Demonstrate Proper Projector Alignment
Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools
Explain and Demonstrate how to use Diagnostics through V-Tracking Tools
Explain Laser ID's vs Pulse Lengths
Explain and Demonstrate how to Add a New Weapon Kit



- Explain and Demonstrate how to Enter a New Trainee
- Explain and Demonstrate how to assign Trainee's and Weapons
- Explain and Demonstrate how to Zero a Weapon
- Explain and Demonstrate Directional Surround Sound
- Explain and Demonstrate how to run and Configure VirTra Accessory Controller
- Explain and Demonstrate how to use VirTra Wireless Devices
- Explain and Demonstrate how to Run a Video Scenario
- Explain and Demonstrate Scenario Branching
- Explain and Demonstrate Scenario Debrief
- Explain and Demonstrate Presentation Mode
- ***Explain and Demonstrate Low-Light
- ***Explain and Demonstrate TMaR
- ***Explain and Demonstrate Breach Door
- Explain and Demonstrate how to Create a Marksmanship Trainee Set
- Explain and Demonstrate how to Boresight in Marksmanship
- 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
- 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
- Explain how to access VirTra Administration, including as an Administrator
- Explain all Icons and their functions of VirTra Administration
- Explain the Safety Precautions and Waiver
- Explain what consumable items are
- Explain the VirTra Warranty and Customer Service & Support Procedures
- Show client where manuals are located for System/Accessories
- ***Explain and Demonstrate how to run V-Author™
- ***Explain and Demonstrate how to use the VirTra Pano Edit Tool
- ***Explain and Demonstrate how to Import a V-Author™ Scenario
- ***Explain and Demonstrate how to Export a New V-Author™ Scenario
- ***Explain and Demonstrate how to Author a Single Screen Scenario

**Exhibit D:
Services, Equipment, and Annual Rate Summary**

Product Code	Product Description	Quantity
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 VirTra simulation systems under a current Service or Subscription plan.	1.00
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 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.	1.00
VHU-BS-180	Eliminates the 5 inch black border between screens to increase immersion on VirTra 180 systems.	1.00
VATU-LL-G2X	Hardware and software for low light training, includes 2 flashlights. For use with advanced handheld lights only (VATU-FLT-G2X).	1.00
VATU-TMAR	Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	1.00
VTRK-SWMP	Micro-switch activated tetherless handgun recoil kit for Smith & Wesson M&P- 9 mm, .40 caliber, 1.0 or 2.0 variants. Customer to specify type. Includes one magazine. (All recoil kits convert real firearms which must be supplied by the customer).	3.00
VTRK-SWMP-MAG	Additional magazine for use with the VTRK- SWMP recoil kits.	3.00
VWSA-SWMP-AP	Adapter plate for the SWMP-MAG. Compatible with TRK and VTRK models. (Requires VirTra refill station).	1.00
VTRK-G17-RK	Micro-switch activated tetherless handgun recoil kit for the Glock 17. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	2.00



VTRK-G17-SM	Additional Standard magazine for use with the VTRK-G17 recoil kits.	2.00
V-G17-SM-AP	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	1.00
VWSA-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	1.00
VNLW-OCC-MK3	Laser-based MK3 model OC training device.	2.00
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 device. Includes one USB charging cable.	2.00
V-TF	VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	1.00

Annual Contract Rate (STEP) \$42,203.24

Additional Items to Exhibit D: Quote 5406
Services, VirTra Furnished Equipment and Annual Rate Summary

VATU-FLT-TLR1	Model TLR-1 laser-based weapon mounted flashlight.	2.00
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Annual Contract Rate (STEP) \$43,053.36

FOR CUSTOMER

Signature: _____

Printed Name and Title: _____

FOR VIRTRA

Signature: _____

Printed Name and Title: _____

295 East Corporate Place Chandler, AZ 85225



RIVERSIDE COUNTY PROBATION DEPARTMENT

Serving Courts • Protecting Our Community • Changing Lives



SSJ No.: 25-032

Amendment No.: 2

Date: Wednesday, June 25, 2025
From: Christopher H. Wright, Chief Probation Officer
To: Board of Supervisors
Via: Mike Villalba, Assistant Division Director, 951-955-9463
Subject: Request for VirTra Inc. add on component

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: Nevada's secretary of state corporation verification

1. Supplier Name: VirTra, Inc. Supplier ID: 0000230402
2. Reason or Justification for the Amendment: Probation department would like to add-on the V-Author custom scenario package to the current VirTra Simulator system that will work as a separate scenario to appropriately meet the training needs of Probation Juvenile Institutional staff. There is currently an emphasis on Probation officers to be trained in appropriate responses to a variety of situations involving persons with mental illness, intellectual disability, and substance use disorders, specifying conflict resolution and de-escalation techniques for potentially dangerous conditions. The V-Author can be custom tailored for those training needs.

3. Please include the initial costs from the prior reviewed assigned SSJ in the table below:

Description:	FY <u>23/24</u>	FY <u>24/25</u>	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	Total
One-time Costs: Set up & Training	\$6,490					\$6,490
<i>Simulated Firearm Equipment and Training Services</i> Annual recurring payment	\$42,203.24	\$42,203.24	\$42,203.24	\$42,203.24	\$42,203.24	\$211,016.20
Other Costs: Tax	\$3,692.78	\$3,692.78	3,692.78	3,692.78	3,692.78	\$18,463.90
Total Costs	\$52,386.02	\$45,896.02	\$45,896.02	\$45,896.02	\$45,896.02	\$235,970.10

Note: Insert additional rows as needed

a. Amended goods and/or services costs must be identified below (If applicable):

Description:	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	Total
One-time Costs: Equipment Setup and Training:	\$5,400			\$5,400.00
Annual Recurring Payment	\$1,706.60	\$1,706.60	\$1,706.60	\$5,118.00
Other Costs: S&H	\$325.00			\$325.00
Total Costs	\$7,431.60	\$1,706.60	\$1,706.60	\$10,844.80

4. Period of Performance: 36 months

Ratify Start Date (if applicable): 7/1/2025

Initial Term Start Date: 7/1/2025 End Date: 7/13/2028

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 3-year agreement up to total aggregated term of thirty-six (36) months

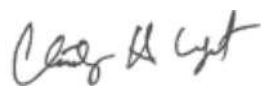
Aggregate Term/ End Date: 7/13/2028

5. Projected Board of Supervisor Date (if applicable): 7/29/2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Christopher H. Wright

Print Name



Department Head Signature
(Executive Level Designee)

7/9/2025

Date

.....

PCS Reviewed:

<u>Vanessa Manuel</u>	<u><i>Vanessa Manuel</i></u>	<u>7/10/2025</u>
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

<u><i>Stacy Orton</i></u>	<u>7/14/2025</u>	<u>25-032a</u>
Purchasing Agent Signature	Date	Tracking Number

(Reference on Purchasing Documents)