

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 18, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – PUBLIC SAFETY SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of the SHIELD Suite & Command Center from LEFTA Systems, Jacksonville, FL in an amount not to exceed \$7,000.

**FISCAL IMPACT**

The FY23/FY24 General Fund budget provides funding for the proposed purchase.

The police department has funds appropriated in two existing systems which total more than \$7,000 in aggregate cost. The police department would reduce cost by eliminating the two existing software programs and transitioning to LEFTA Systems.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The police department is currently using PowerFTO and Vector Solutions software programs to cover field training and use of force reporting. These programs were new to the agency in FY23.

The implementation of LEFTA Systems SHIELD Suite & Command Center contains multiple modules which would be utilized by the police department to include field training software, use of force reporting, vehicle pursuit reporting, managing employee training records, internal affairs, employee conduct tracking, vehicle damage documentation software and academy training software.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF LEFTA SYSTEMS SHIELD SUITE AND COMMAND CENTER, JACKSONVILLE, FL IN AN AMOUNT NOT TO EXCEED \$7,000.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of LEFTA Systems SHIELD Suite & Command Center is necessary, and

WHEREAS, the FY23/FY24 General Fund provides funding for the proposed purchase, and

WHEREAS, LEFTA Systems is a sole source vendor and will extend that price to the City of La Vista, and

WHEREAS, LEFTA Systems is a highly qualified specialty public safety software provider, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of LEFTA Systems SHIELD Suite & Command Center from LEFTA Systems, Jacksonville, FL in an amount not to exceed \$7,000.00.

PASSED AND APPROVED THIS 18TH DAY OF JULY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



## SHIELD Suite Sole Source Letter

LEFTA Systems™ is the only vendor that provides one comprehensive software platform, SHIELD Suite, consisting of software applications in the areas of:

- 1. Academy (ATRAX)
- 2. Field Training (LEFTA)
- 3. Employee Training Records (METR)
- 4. Use of Force (FACTS)
- 5. Internal Affairs
- 6. Profiling / Field Investigation (PASS)
- 7. Vehicle Pursuit (VIPR)
- 8. Fleet Vehicle Damage (V-DOC)
- 9. Employee Conduct (EMCOT)
- 10. Immigration Enforcement Tracking (IFIR)

The applications housed under the SHIELD Suite provide an all-inclusive solution for the electronic maintenance and administration of document-based information within an agency. The SHIELD Suite platform also allows a client to manage access for all applications with just one user profile.

Each software application within the SHIELD Suite is a fully independent application that can be customized to client specifications. Customizations can include nomenclature, user permission rights, electronic signature sequence, email alerts and much more.

While they function independently, several of the applications connect with related applications within the platform. The ATRAX academy application links with our LEFTA field training application. LEFTA also links with our employee training records application METR, allowing a clear view of an employee's training from the time they enter the academy until they retire or leave an agency. Other applications allow for the population of data points that were previously captured in different reports, alleviating redundant data entry.

LEFTA Systems™ also offers an optional business intelligence tool that allows clients to intelligently interpret hundreds of data points collected within the SHIELD Suite, as well as incorporating a highly customizable Early Warning System.

We are a cloud-based Software-as-a-Service (SaaS) provider that utilizes Microsoft's AZURE Government to securely host client data with redundancy backup and a four-million-dollar cyber insurance policy.

Our applications are a need-based line of software developed by LEFTA Systems™ specifically to meet the challenges of documenting training and other areas of high liability. LEFTA Systems™ SHIELD Suite is the only integrated product of its kind on the market. We own the development code for these software applications and LEFTA Systems™ is the sole distributor of the SHIELD Suite.

Best regards,

Bryan Selzer  
Chief Executive Officer

# LEFTA Systems Data Security Information

## **CJIS Compliance / Azure Government Information:**

Our entire suite of applications is Criminal Justice Information Services (CJIS) compliant. All law enforcement agencies must follow specific password and access requirements for all user accounts under CJIS Code 5.6.2.1.1.

To learn more, we recommend reaching out to your agency's CJIS Compliance Officer or visit [eCFR :: 28 CFR \(Code of Federal Regulations\) Part 20 -- Criminal Justice Information Systems](https://www.ecfr.gov/lookup/section/28 CFR (Code of Federal Regulations) Part 20 -- Criminal Justice Information Systems)

Our servers adhere to the CJIS Security Policy, required to access the FBI's Criminal Justice Information Services (CJIS) database through the cloud. If your agency handles data that is subject to certain government regulations and requirements (such as NIST 800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS), you will be compliant with LEFTA Systems' hosted applications. Azure servers host all data in the United States and are operated by screened U.S. persons and employ world-class security and compliance services critical to U.S. government organizations. These services include FedRAMP and DoD compliance certifications, CJIS state-level agreements, the ability to issue HIPAA Business Associate Agreements, and support for IRS 1075.

## **Website Hosting & IT Support**

LEFTA Systems understands that agency IT Departments are overburdened with ever growing technological requirements. LEFTA Systems provides the perfect solution requiring zero interaction from your IT department. We host our applications on servers that are more secure than most law enforcement agency servers.

Our Government-Community, cloud-based storage solution is designed to support government scenarios that require speed, scale, security, and compliance for U.S. government organizations. It is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA).

## **Physical & Network-Isolated Instance**

Our cloud environment is a completely separate instance from other servers and used only by qualified U.S. government organizations and solution providers such as LEFTA Systems.

## **Security, Privacy & Compliance**

Robust security and stringent privacy and compliance controls meet the higher-level requirements found in ECSB Impact Levels and CJIS.

## **Data Storage**

Our cloud environment provider maintains two datacenters that are over 800 miles apart. All customer-managed data is stored within Continental United States (CONUS) datacenters.

## **Seal of Approval**

The SHIELD Suite has the CJIS ACE seal of approval in accordance with the FBI CJIS Protection Policy, the only industry standard enforcement procedure.

# LEFTA Systems Data Security Information

## Compliance

Along with our Partners, LEFTA Systems continuously works to meet and maintain rigorous and changing federal, state, and local compliance requirements such as FedRAMP, CJIS, ECSB, and HIPAA for U.S. government cloud solutions.

**International Business Information Technologies, Inc. d.b.a. LEFTA Systems**

10950-60 San Jose Blvd., Suite 101

Jacksonville, FL 32223

(800) 405-3109 – Toll Free

**Agreement No.: 06292023-NELPD-01**

Customer		Information	
Qty	Description	List Price	Total
1	<p><b>Annual SHIELD Suite subscription base:</b></p> <ol style="list-style-type: none"><li>1. <b>LEFTA</b> – FTO Patrol</li><li>2. <b>METR</b> – Training Records</li><li>3. <b>FACTS</b> – Use of Force</li><li>4. <b>INTERNAL AFFAIRS</b></li><li>5. <b>PASS</b> – Field Investigation Card/Stop Data Collection</li><li>6. <b>VIPR</b> – Vehicle Pursuits</li><li>7. <b>V-DOC</b> – Vehicle Incident Documentation</li><li>8. <b>EMCOT</b> – Employee Conduct Tracking</li><li>9. <b>Command Center</b>: Customized command staff and public dashboards and enhanced Early Intervention System</li></ol> <p><b>Annual license fee includes IT support, free updates, and hosting</b></p>	\$4,000	\$4,000
50	Annual per user license fee (includes IT support and free updates)	\$40	\$2,000
1	Hosting on Microsoft Azure Government for up to 50 GB of storage.	Included	Included
1	Customization of applications	Included	Included
Unlimited	Unlimited virtual live training sessions for application administrators	Included	Included
TBD	Additional LEFTA FTO applications are available @ \$1,500 each (i.e., Communications, Corrections, Courts, etc.) <b>(Optional Purchase, annual fee)</b>	\$1,500	No
1	One mass upload of historic training records into METR. Data must be submitted as a <u>single file</u> in either CSV or Excel format. <b>(Optional Purchase, one-time fee)</b>	\$1,000	\$1,000
		<b>Y1 TOTAL:</b>	<b>\$7,000</b>
		<b>Beginning Y2</b>	<b>\$6,000</b>

## Terms and Conditions

This **TERMS and CONDITIONS AGREEMENT** ("Agreement") is made and entered into as of the effective date shown in the agreement, by and between **Client** and **International Business Information Technologies, Inc.**, a Florida corporation doing business as LEFTA Systems ("LEFTA Systems").

**1. Subscription of Software; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in the agreement, in object code and source code form, and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client's internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement.

### **1.1. License Restrictions.**

**1.1.1.** Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title, and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider, or similar arrangement.

**1.1.2.** Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

**1.2. Price; Payment; Additional Services.** Client shall pay LEFTA Systems, the fees set forth in the signed agreement. An invoice is issued and paid net 30-days from the due date listed on the invoice. All fees paid to LEFTA Systems are fully earned and non-refundable. Client shall be solely responsible for the payment of all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement. LEFTA Systems will assess an annual fee that will include a cost of living or consumer price index increase not to exceed 5 percent. Customer development projects require a 50 percent (50%) downpayment prior to commencement of work and remaining 50 percent (50%) due upon acceptance by Client.

**1.3. Billing Cycle.** Regardless of the actual commencement date, the annual invoice(s) will be prorated to either the 1<sup>st</sup> or the 15<sup>th</sup> of the month to match LEFTA Systems billing cycles.

**1.4. Late Fees:** All invoices shall be paid upon receipt from the date on the invoice. If payment is not received within 30-days, it is considered past due. The agency will be assessed a 1.5% increase over the invoiced amount to be processed as a late fee.

## **Term and Termination.**

**Term of Agreement.** The initial term shall be 12 months commencing on the date of the signed Agreement and shall automatically renew for successive 12-month periods unless this Agreement is terminated pursuant to the provisions of Section 1.5.

### **1.5. Termination of Agreement.**

- 1.5.1.** Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least 90 days prior to the expiration of the then-current initial or renewal Term.
- 1.5.2.** Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within 30 days after receiving written notice from the non-breaching party describing such breach in reasonable detail.
- 1.5.3. Fees Nonrefundable upon Cancellation.** If prior to the expiration of the Term, Client terminates the Agreement any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.
- 1.5.4.** Upon Request by Client at any time upon termination of this agreement, LEFTA Systems shall promptly return to Client all or any part of the Client Data in the format in which LEFTA Systems routinely stores such data and erase or destroy all or any part of the Client Data in LEFTA Systems possession, in each case to the extent so requested by Client.

**2. Confidentiality.** During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a prudent businessperson would use to protect such information. For the avoidance of doubt, ***Client shall not share, show, or display LEFTA Systems software features with other vendors that may have similar software.*** The obligations of each party to protect confidential information received from the other party shall not apply to Public Records laws within Client's authority and information that is officially known or becomes officially known through no act or failure to act on the part of the recipient. The provisions of Section 2 shall survive the termination of this Agreement for any reason.

**3. Indemnification.** Client shall indemnify, defend and hold harmless LEFTA Systems and its affiliates and their respective officers, directors, managers, equity owners, employees, agents and representatives (collectively, the "Indemnified Parties") from and against all losses, damages, liabilities, claims, actions, causes of action, demands, lawsuits, proceedings, inquiries, investigations, judgments, interest, awards, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses, at trial and on appeal) incurred or sustained by, or imposed upon, the Indemnified Parties based upon, arising out of, or in connection with the use of the Software by Client, Client's affiliates, or any of their respective officers, directors, managers, employees, agents or representatives.

#### 4. Miscellaneous.

- 4.1. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered, or supplemented except by a written agreement signed by both parties.
- 4.2. **Technical Support.** Annual license fee includes unlimited technical support with a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number to reach support.

Hours of Operation: Monday – Friday (excluding holidays)  
8:00 AM EST – 8:00 PM EST  
Phone Number: (800) 405-3109 Option 1  
Email Address: [support@leftasystems.org](mailto:support@leftasystems.org)

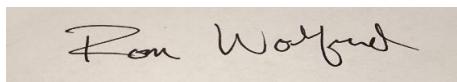
- 4.2.1. Security incidents should be reported immediately via email at [security@leftasystems.org](mailto:security@leftasystems.org).
- 4.2.2. All application updates and/or bug fixes are included.
- 4.3. **Hosting and Data.** The annual license fee includes Client's software application hosted on Microsoft Azure Government servers. Client shall be entitled to the amount of data listed on the agreement without additional charge. ***Client is responsible to monitor their data amount.*** Additional storage fees shall be billed to and payable by Client for any overages. Additional data can be purchased for \$200 per additional 10 GB or \$2,000 per additional terabyte (TB). Listed fees are billed annually.
  - 4.3.1. LEFTA Systems is only responsible for storing and keeping Client data safe. LEFTA Systems will retain all Client data until this agreement has been cancelled in writing. Upon cancellation of the agreement, the client has seven (7) days to either request in writing a copy of the Client's database from LEFTA Systems or download any data within LEFTA Systems' applications. All client data will be purged after the 30-day waiting period.
- 4.4. **Implementation and Training.** *Client is responsible for identifying a Project Manager within their own agency who is responsible for managing the implementation process and timeline within their own agency. LEFTA Systems assigns a dedicated resource to complete the application configuration and training within 13-weeks beginning after the initial project kick-off meeting. After the kick-off meeting, the client will receive a login to the onboarding site which must be 100 % completed and submitted to LEFTA Systems within four (4) weeks of the kick-off meeting. Once received, LEFTA Systems will configure purchased application(s) and train the client within the remaining nine (9) weeks. Client may prioritize applications they wish to implement first; however, this does not change the allotted resource allocation time of 13-weeks. If client delays past the established timeframe or chooses to postpone the completion of individual applications during the initial submission, an additional fee of \$500 per application will be charged to customize them later.*
- 4.5. **Custom Projects and Services.**  
N/A

**Accepted and Agreed By:**

**LEFTA Systems**

**Agency Name:**

Signature:



PRINT Name: Ron Wolford

Title: Regional Account Manager

Date: June 29, 2023

Signature:

PRINT Name:

Title:

Date:

**ALL CONTENT CONTAINED IN THIS AGREEMENT IS STRICTLY CONFIDENTIAL**