

**A G E N D A**  
**REGULAR MEETING OF THE EXECUTIVE COMMITTEE AND USER**  
**COMMITTEE TUESDAY, APRIL 15, 2025, 2:00 PM**  
**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**  
**SECOND FLOOR CONFERENCE ROOM**  
**4440 W. BROADWAY, HAWTHORNE, CA**

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A. **CALL TO ORDER**

B. **ROLL CALL**

1. Executive Committee
2. User Committee

C. **PUBLIC DISCUSSION**

Members of the public will be given the opportunity to directly address the Executive Committee and User Committee on any matter within the subject matter jurisdiction of the Authority, including items on the agenda.

D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from March 18, 2025  
**APPROVE**
2. Check Register – March 2025  
**RECEIVE AND FILE**
3. Fiscal Year 2024-2025 Budget Performance – Q3  
**RECEIVE AND FILE**

E. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Versatarm Computer Aided Dispatch Contract  
**APPROVE**
2. Agreement with CITCOM for CAD Implementation  
**APPROVE**
3. Executive Director's Update on Staffing and Recruitment  
**RECEIVE AND FILE**

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from March 18, 2025  
**APPROVE**

H. **ITEMS REMOVED FROM CONSENT CALENDAR**

I. **EXECUTIVE DIRECTOR REPORT**

J. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

K. **CLOSED SESSION**

1. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6  
Agency Designated Representatives: Executive Director and Liebert, Cassidy

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Assistant at 310-973-1802 ext. 100. Notification 48 hours prior to the meeting will enable the JPA to make reasonable arrangements to ensure accessibility to this meeting [28CFR35. 102-35. 104 ADA Title II].

Whitmore

Employee Organization: The California Teamsters Public, Professional and Medical  
Employees Union Local 911

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Executive Director and Liebert, Cassidy  
Whitmore

Employee Organization: Communications Workers of America

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Executive Director and Liebert, Cassidy  
Whitmore


Employee Organization: Management & Confidential Employees

L. **ADJOURNMENT**

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Posting Date/Time: April 10, 2025/5:00PM

Signature:



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John Krok, Executive Director

D-1

**MINUTES OF THE REGULAR OF THE BOARD OF DIRECTORS,  
THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE**

**MARCH 18, 2025**

**A. CALL TO ORDER**

The Board of Directors, Executive Committee and User Committee convened in a regular joint session at 2:00 PM on Tuesday, March 18, 2025, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**B. ROLL CALL**

Present: Mayor Pro Tem Rodney Tanaka, City of Gardena  
Mayor Pro Tem David Lesser, City of Manhattan Beach  
Councilmember Alex Monteiro, City of Hawthorne  
City Manager Talyn Mirzakhania, City of Manhattan Beach  
City Manager Vontray Norris, City of Hawthorne  
Chief Mike Saffell, Gardena Police Department Chief Gary  
Tomatani, Hawthorne Police Department  
Chief Mike Lang, Manhattan Beach Fire Department  
Chief Rachel Johnson, Manhattan Beach Police Department

Absent: City Manager Clint Osorio, City of Gardena

Also Present: Executive Director John Krok  
Operations Manager Shannon Kauffman  
Finance Manager Vanessa Alfaro  
Executive Assistant Cristina Manley  
Acting Administrative Services Manager Megan Cunningham  
Laura Kalty, Liebert Cassidy Whitmore  
Jennifer Petrusis General Counsel, RWG (via teleconference)

**C. PUBLIC DISCUSSION**

None.

**D. BOARD OF DIRECTORS CONSENT CALENDAR**

1. Minutes from January 21, 2025

**APPROVE**

2. Cash and Investments Report for December 31, 2024

**RECEIVE AND FILE**

3. Resolution Delegating Investment Authority to the Treasurer over Authority Funds and the Authority's Section 115 Trust

**APPROVE AND ADOPT RESOLUTION**

**MOTION:** Mayor Pro Tem Tanaka moved to approve the Board of Directors Consent Calendar Items 1-3. The motion was seconded by Councilmember Monteiro and passed by a vote of 3-0.

**E. ITEMS REMOVED FROM THE CONSENT CALENDAR**

None.



F. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Resolutions Authorizing an Exception to the CalPERS 180-day Wait Period  
**APPROVE AND ADOPT RESOLUTIONS**

Executive Director Krok discussed the Authority's two recent retirees returning on a part-time basis. CalPERS requires a 180-day separation before retirees can work part-time, but offers exemptions to the 180-day wait period for critical staffing needs. He explained that in order to allow for the retired annuitants to return prior to the 180-day wait period he needed approval from our governing board, the Board of Directors, during our publicly held meeting. If approved, resolutions will be filed with CalPERS. There will be a total of five part-time dispatchers who will add additional hours to staffing in the communications center.

Mayor Pro Tem Lesser, inquired on the efforts of the Authority to bring more retirees back due to the critical staffing issue. Executive Director Krok mentioned that staff has been looking into the possible interest of other retirees.

**MOTION:** Mayor Pro Tem Tanaka motioned to approve and adopt resolutions. The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

2. Fiscal Year 2025-2026 Five-Year Capital Improvement Plan  
**APPROVE AND ADOPT RESOLUTION**

Executive Director Krok provided a report on the Five-Year Capital Improvement Plan. In August 2023, the Board of Directors adopted a resolution establishing a Capital Improvement plan with an initial appropriation of \$595,000 for fiscal year 2025.

- Staff prepared the five-year CIP for Fiscal Years 2026 through 2030 includes reprioritization of some projects and new projects added to the last year.
- Plan focuses on improving infrastructure in IT, telecommunications, and facilities.
- There are thirty-three individual projects included in the Fiscal Year 2025/26 operating budget, totaling nearly \$5.7 million, funded by the Authority's Enterprise Fund.
- The Authority's undesignated fund balance is projected to be about \$7.3 million for fiscal year ending June 30, 2025.

Mayor Pro Tem Lesser asked if the two million dollars is a realistic number for a CAD system. Executive Director stated the funding was available for the new system and that the Authority anticipates \$1.6 million for project implementation, but waiting for integration prices and the final number may change depending on additional integration costs. The project should be under \$2 million.

Councilmember Monteiro inquired if discussions were underway regarding the solar aspect of the facilities. Executive Director Krok explained that he was still looking solar options for the facility and the possibility of purchasing a smaller generator that could fit into a parking space in the Authority lot which would allow for further redundancy.

**MOTION:** Mayor Pro Tem Tanaka motioned to approve and adopt resolutions.

The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

### 3. Resolution Adopting the Budget for Fiscal Year 2025-2026

#### **APPROVE AND ADOPT RESOLUTION**

Finance Manager Alfaro provided an overview of the Authority's main revenue sources and expense categories as follows:

##### Revenue Sources:

- Assessment revenue from member cities 50%
- Contract cities 41%
- Non-assessment revenue 9%

##### Expenses Categories:

- Salaries and benefits 75%
- Supplies, services, and equipment 23%
- Capital outlay 2%
- Operations department is approximately 60% of budgeted costs, administration 21% and technical services 17%

##### Cost Allocation Policy:

The policy was adopted by the Board of Directors in 2019

- Costs are separated into Administrative, Operations and Technical Services.
- Administrative costs are allocated to operations and technical services.
- Operations costs are allocated to call taking, police dispatch, and fire dispatch.
- Technical Services costs are allocated to dedicated support and work order support.

##### Proposed Assessment for Member Cities – Fiscal Year 2026

- Gardena: \$2,524,078 (approximately \$17,000 increase)
- Hawthorne: \$3,030,749 (approximately \$8,000 increase)
- Manhattan Beach: \$1,994,114 (approximately \$98,000 increase)

Finance Manager Alfaro further clarified the increase of Manhattan Beach Assessment and the factors leading up to this increase. \$70,000 of the increase is related to Technical Services Division, specifically work order support. Manhattan Beach experienced a 40% increase in their rolling three-year average of work order labor hours.

Mayor Pro Tem Lesser needed clarification on the increase of Manhattan Beach increase. Executive Director Krok explained that there was an increase of fleet size and work orders. Surveys and questionnaires are sent out annually, to verify the fleet size/changes to each agency.

Finance Manager Alfaro continued with the proposed assessments for Contract Cities - Fiscal Year 2026.

- Culver City: \$3,084,820 (approximately \$49,000 increase)
- El Segundo: \$2,209,980 (approximately \$73,000 increase)
- Hermosa Beach: \$901,858 (approximately \$3,000 increase)

Altogether with assessments of about \$13.7 million and non-assessment revenue of about \$1.3 million. Revenues are estimated to be over \$15 million, an increase of nearly \$580,000 or 4% compared to revenue projections for fiscal year 2025. The proposed budget for fiscal year 2026 is \$14,347,919.

Salaries, Benefits, Supplies, Services and Equipment

- Salaries and benefits are expected to increase to \$253,000 or 2.4%
- Supplies, services and equipment are expected to increase by \$326,000 or 10.8%

There is a \$580,000 increase overall or 4.21% budget increase from last year's adopted budget.

- This increase includes reimbursable expenses that are offset by an equal increase in other revenues, such as reimbursable parts.
- The increase in expenses that don't include offsetting revenue total about \$340,000, under a 2.5% increase from last year's adopted budget.

#### Revenue and Expenses

- Revenues are estimated to be \$15 million, expenses \$14.3 million, with revenues over expenses of about \$740,000.
- Projections over the next five years expect revenues over expenditures to average steady \$740,000 each year.
- The Board of Directors approved a revision to the budgetary policy that allows ongoing funding for pension and OPEB liabilities using budgetary surplus and unrestricted available fund balance each year.
- Projections include estimates for additional discretionary payments and trust contributions to the Authority's OPEB trust over the next several years.
- Projections now include the newly adopted CIP program and corresponding CIP plan to be considered by the Board of Directors.
- Staff projects a \$6 million-dollar fund balance for fiscal year ending June 30, 2026. The available balance, after considering the 10% required operating and capital reserve, estimated to be about \$4.8 million in fiscal year 2026.

Discussion of potential challenges with future contract renewals and Cost Allocation Policy.

**MOTION:** Mayor Pro Tem Tanaka motioned to approve and adopt resolutions. The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

#### G. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes for February 18, 2025  
**APPROVE**
2. Check Register – February 2025  
**RECEIVE AND FILE**

**MOTION:** Manhattan Beach City Manager Mirzakhania moved to approve Item G1 of the Consent Calendar with the amendment to revised her title to from Interim City Manager to City Manager. City Manager Norris moved to approve the Executive Committee Consent Calendar Items 1-2. The motion was seconded by City Manager Mirzakhania and passed by a vote of 3 – 0.

#### H. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

#### I. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

## 1. Executive Director's Update on Staffing and Recruitment

### **RECEIVE AND FILE**

Executive Director Krok provided a report on staffing in the communications center for the month of February:

- Hired a new operator in February.
- Twenty-two applications were received.
- Fourteen assessment tests were scheduled, eleven applicants took the test, and three passed.
- Hired another temporary dispatcher bringing the total to four, with fifth starting March 31<sup>st</sup>.
- Total of five part time dispatchers by the end of March.
- Supervisors are sitting in dispatch positions to assist with staffing, totaling 184 hours.

Overview – Overtime Reduction:

- Overtime decreased from 2300 hours in January to 1600 hours in February due to new staffing strategies.
- Overtime reduced by 70% in February.
- Projecting 1484 hours will be worked from temporary dispatchers, part-timers, and supervisors in staffing.

Executive Director Krok explained the modifications and additions, will result in 92% of the overtime hours being removed from the full-time dispatcher group.

Community Engagement and Recruitment – these events educate the communities and often lead to recruiting opportunities.

- Hosted Manhattan Beach Leadership Academy and Citizens Academy in February.
- Hosted El Segundo Citizen Academy this month.

Administrative Services Manager Position – Started the process to fill the Administrative Services Manager position and plan to fill the vacant position within the next few months.

City Manager Norris inquired on the Part-Time Dispatchers work schedule.

Executive Director Krok explained that part-time dispatchers are scheduled based on the authority needs and their availability. There are scheduled not on-call.

Mayor Pro Tem Lesser asked about the staffing goals and retention/recruitment.

Executive Director Krok explained that the authority's goal, is to be fully staffed. The goal is to stabilize the system and reduce overtime to improve retention.

- Overtime has been a major factor in employee retention.
- Our goal is to have 5-7 temporary employees on staff while simultaneously recruiting for full-time.
- We hope some of the temporary employees consider full time employment with us.

Mayor Pro Tem Tanaka thanked the authority, for sending representation to the Women's Expo in Gardena.

2. Executive Director's Update on Medical Director  
**RECEIVE AND FILE**

Executive Director Krok provided a report on LA County Medical Services Department requires any PSAP providing emergency medical services (EMD) to contract with a medical director. The position is included in the approved fiscal year budget, and a candidate has been interviewed. Working with LA County Medical Services to define the scope of work for the medical director. LA County doesn't have a scope of work defined yet. The plan is to implement the position by July 1, the beginning of the next fiscal year. The Authority budgeted for the position based on fee schedules of agencies that already have a medical director.

3. Executive Director's Update on Implementation of New Computer Aided Dispatch System  
**RECEIVE AND FILE**

Staff is currently working with Bill Romesburg (CAD Consultant) and Jennifer Petrusis (legal counsel) on the Versaterm contract. Anticipate completing the Professional Services Agreement by March 21. Total implementation cost is currently at \$1.6 million, with \$2 million available in the budget. The amount could increase slightly depending on additional integrations. There will be a yearly subscription and support fee after implementation, estimated at \$600,000 to \$650,000 per year. There is \$3 million in the Enterprise Fund that could be used to offset these costs.

Councilmember Monteiro inquired if there was a benefit in paying in advance. Executive Director Krok explained that paying in advance would only benefit them if they foresee an increase of costs. The Professional Services Agreement will tie them into the reoccurring cost, there is a shift or raise in those services, they'll be locked into that initial amount.

Mayor Pro Tem Lesser asked about Versaterm benefiting all cities. Executive Director Krok stated that Cit Com has worked with all of the cities and work groups to fit the scope of work for each one individually. Versaterm was recently implemented in Santa Monica. Police and Fire were happy with the project and it accomplished everything they needed. Bill, the CAD consultant, has been working directly with Fire on these integrations.

Implementation Schedule – kickoff is considered the day the contract is signed, and implementation will take 14 to 18 months from then. If the contract is completed before the next regularly scheduled Executive Committee meeting, a Special Meeting will be requested for contract approval.

J. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from February 18, 2025  
**APPROVE**

**MOTION:** Chief Saffell moved to approve the User Committee Consent Calendar Item 1. The motion was seconded by Chief Johnson and passed by a vote of 4 – 0.

K. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

L. **BOARD OF DIRECTORS, EXECUTIVE AND USER COMMITTEES'**  
**COMMENTS**

Mayor Pro Tem Lesser appreciated that staff has been addressing current issues.

M. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered closed session at 2:44PM.

1. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6  
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore  
Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911
2. CONFERENCE WITH LABOR NEGOTIATOR  
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Agency Designated Representatives: Executive Director and Liebert Cassidy Whitmore  
Employee Organization: Communications Workers of America
3. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government code Section 54957.6  
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore  
Employee Organization: Management & Confidential Employees

The Executive Committee returned from closed session at 3:03PM, no reportable action taken.

N. **ADJOURNMENT**

The meeting was adjourned at 3:04PM.

D-2



## Check Register FY 2024-25

March 2025

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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March 7, 2025	\$154,839.12	
March 14, 2025	\$240,588.74	
March 21, 2025	\$97,087.13	
March 28, 2025	<u>\$145,037.67</u>	

Accounts Payable Total	\$637,552.66	
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<u>Payroll Checks Issued Date</u>	
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March 7, 2025	\$157,908.47
March 21, 2025	<u>\$165,904.09</u>

Payroll Total	\$323,812.56
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Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
20872	3/4/2025	00696	GUARDIAN	533654-03	2/20/2025	GUARDIAN - DENTAL,VISION	6,184.17	6,184.17
20873	3/7/2025	00058	CALPERS	1000000178354	2/14/2025	HEALTH PREMIUMS FOR MA	56,240.97	56,240.97
20874	3/7/2025	00219	INTERNAL REVENUE SEF	Ben40026	3/7/2025	FEDERAL WITHHOLDING TA	34,604.58	34,604.58
20875	3/7/2025	00223	EMPLOYMENT DEVEL DE	Ben40032	3/7/2025	STATE DISABILITY INSURAN	13,455.74	13,455.74
20876	3/7/2025	00222	STATE DISBURSEMENT L	Ben40034	3/7/2025	SUPPORT: PAYMENT	184.62	184.62
20877	3/7/2025	00058	CALPERS	Ben40030	3/7/2025	PERS RETIREMENT: PAYMEN	30,217.14	30,217.14
20878	3/7/2025	00221	MISSIONSQUARE RETIRE	Ben40024	3/7/2025	DEFERRED COMPENSATION	12,331.51	12,331.51
58502	3/7/2025	00217	CALIFORNIA TEAMSTERS	Ben40022	3/7/2025	UNION DUES TEAMSTERS: P	821.00	821.00
58503	3/7/2025	00218	CWA LOCAL 9400	Ben40020	3/7/2025	UNION DUES CWA: PAYMEN	114.70	114.70
58504	3/7/2025	00996	WAGEWORKS INC., HEAL	Ben40028	3/7/2025	HEALTH CARE FSA: PAYMEN	684.69	684.69
Sub total for BANK OF THE WEST:								154,839.12

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2251	3/14/2025	00012	CALIFORNIA WATER SER	5550731926	3/3/2025	FIRE PROTECTION SERVICE	106.16	106.16
2252	3/14/2025	00651	FRONTIER	209-188-0077-04	3/1/2025	PHONE SERVICE 3/1/25 - 3/3/	337.48	337.48
2253	3/14/2025	00411	PITNEY BOWES	8000-9090-0888	3/2/2025	POSTAGE AND SHIPPING	149.00	149.00
2254	3/14/2025	00070	GAS COMPANY, THE	059 194 8982 2	3/6/2025	GAS SERVICE HQ/ 1/31/2025-	2,796.44	2,796.44
2255	3/14/2025	00069	SOUTHERN CALIFORNIA	700610392752	3/5/2025	ELECT SERV GRANDVIEW/ 1	258.78	258.78
58505	3/14/2025	00297	AT&T, ATT CALNET	000023132429	3/3/2025	PHONE SERVICE 2/03/25-3/02	511.48	511.48
58506	3/14/2025	00064	AT&T, ATT PAYMENT CEN	960 461-1623 55	3/1/2025	PHONE SERVICE 3/01/2025-3	2,775.69	2,775.69
58507	3/14/2025	00014	CDW GOVERNMENT, INC	AC7M74F	2/11/2025	CDW-G BILLABLE PARTS	6,641.22	
				AC9JD6X	2/25/2025	CDW-G BILLABLE PARTS	367.69	
				AC9MF8F	2/26/2025	CDW-G BILLABLE PARTS	225.99	7,234.90
58508	3/14/2025	00017	CHEM PRO LABORATORY	IN185676	3/1/2025	WATER TREATMENT SERVIC	96.05	96.05
58509	3/14/2025	00439	CIT COM, INC.	2025-6	3/1/2025	CAD SYSTEM CONSULTANT	11,220.00	11,220.00
58510	3/14/2025	00888	CITY OF GARDENA	Ref000040018	2/28/2025	Refund receipt #: 001941	733.17	733.17
58511	3/14/2025	00225	COMMLINE INC	0486186-IN	2/26/2025	ANNUAL SOFTWARE SUPPO	15,000.00	
				0486548-IN	2/28/2025	COMMLINE INC BILLABLE PA	665.00	15,665.00
58512	3/14/2025	00879	CROWN CASTLE	1782275	3/1/2025	REDUNDANT INTERNET SER	1,100.00	1,100.00
58513	3/14/2025	00146	DARIO A. BANDERA	1-27-25	9/18/2024	STRICTLY TINT BILLABLE PAI	550.00	550.00
58514	3/14/2025	01048	ERIC JASON ARROYO	3617	3/7/2025	RECRUITMENT - BACKGROU	1,500.00	1,500.00
58515	3/14/2025	00785	EXPERIAN	6000027413	3/2/2025	CREDIT MONITORING	75.00	75.00
58516	3/14/2025	00008	FEDERAL SIGNAL CORP	8860155	2/14/2025	FEDERAL SIGNAL CORP BILL	23,106.53	
				8856288	2/10/2025	FEDERAL SIGNAL CORP BILL	8,287.28	
				8845573	1/27/2025	FEDERAL SIGNAL CORP BILL	5,274.39	
				8832745	1/8/2025	FEDERAL SIGNAL CORP BILL	5,041.15	
				8858453	2/12/2025	FEDERAL SIGNAL CORP BILL	4,910.95	
				8846628	1/28/2025	FEDERAL SIGNAL CORP BILL	3,604.43	
				8832740	3/10/2025	FEDERAL SIGNAL CORP BILL	3,195.64	
				8792000	11/7/2024	FEDERAL SIGNAL CORP BILL	2,170.75	
				8791995	11/7/2024	FEDERAL SIGNAL CORP BILL	1,668.01	
				8813993	12/9/2024	FEDERAL SIGNAL CORP BILL	1,475.15	
				8866981	2/24/2025	FEDERAL SIGNAL CORP BILL	501.55	
				8814910	12/10/2024	FEDERAL SIGNAL CORP BILL	192.86	
				8839826	1/17/2025	FEDERAL SIGNAL CORP BILL	192.86	59,621.55
58517	3/14/2025	00651	FRONTIER	7002Z664-S-25C	3/5/2025	PHONE SERV 3/05/25-4/04/25	1,942.61	
				7002Z665-S-25C	3/5/2025	PHONE SERV 3/05/25-4/04/25	1,335.26	3,277.87

Bank : bow BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
58518	3/14/2025	00322	GEOSPATIAL TECHNOLO	18958	3/1/2025	SOFTWARE MAINTENANCE S	13,173.00	13,173.00
58519	3/14/2025	00027	HAVIS INC.	SIN297528	2/11/2025	HAVIS INC BILLABLE PARTS	4,754.57	
				SIN297769	2/12/2025	HAVIS INC BILLABLE PARTS	4,700.00	
				SIN297798	2/12/2025	HAVIS INC BILLABLE PARTS	4,611.52	
				SIN299139	2/24/2025	HAVIS INC BILLABLE PARTS	4,573.07	
				SIN298610	2/20/2025	HAVIS INC BILLABLE PARTS	4,441.03	
				SIN298826	2/20/2025	HAVIS INC BILLABLE PARTS	272.67	23,352.86
58520	3/14/2025	00577	JESSICA RAMOS	3373	2/10/2025	VEHICLE MAINTENANCE & D	120.00	120.00
58521	3/14/2025	01106	JOSE CONSTANTINO VAL	INV1260	3/6/2025	MONTHLY LANDSCAPING SE	450.00	450.00
58522	3/14/2025	00799	LA UNIFORMS & TAILORII	25736	2/13/2025	UNIFORM SETS - OPS & TEC	313.77	313.77
58523	3/14/2025	00442	LAWSON PRODUCTS, INC	9312263493	2/26/2025	LAWSON PRODUCTS INC BIL	417.64	417.64
58524	3/14/2025	00331	MITSUBISHI ELECTRIC IN	519537	3/1/2025	HQ MAINTENANCE - ELEVATO	829.06	829.06
58525	3/14/2025	00047	MOTOROLA SOLUTIONS,	8282071753	2/7/2025	MOTOROLA SOLUTIONS INC	21,415.43	
				8282073260	2/11/2025	MOTOROLA SOLUTIONS INC	3,224.59	24,640.02
58526	3/14/2025	01022	RACE COMMUNICATIONS	RC1518628	3/1/2025	COMMUNICATION CONTRAC	1,198.50	1,198.50
58527	3/14/2025	00145	SETINA MFG CO INC	303960	3/4/2025	SETINA MANUFACTURING CO	39,304.60	
				303855	2/28/2025	SETINA MANUFACTURING CO	3,865.59	
				303854	2/28/2025	SETINA MANUFACTURING CO	3,468.50	
				303161	2/20/2025	SETINA MANUFACTURING CO	2,313.70	48,952.39
58528	3/14/2025	01133	SKANE MILLS LLP	42779	1/31/2025	FY 24-25 LEGAL SERVICES~	5,425.00	5,425.00
58529	3/14/2025	00815	SUN WIRELESS	25022	3/7/2025	MAINTENANCE & INSPECTIO	7,175.84	7,175.84
58530	3/14/2025	00171	VERIZON WIRELESS	6106817463	2/23/2025	GPD DAC CHARGES/ 1/24/25-	1,919.16	
				6106757012	2/23/2025	DAC CHARGES HPD/ 1/24/25-	1,757.19	
				6106741722	2/23/2025	MODEM SVC. MBPD/ 1/24/25	929.49	
				6106355188	2/18/2025	CELL PH. CHGS: 1/19/25-2/18,	351.26	
				6106741723	2/23/2025	MODEM SVC. MBPD/ 1/24/25-	78.02	5,035.12
58531	3/14/2025	00063	WHELEN ENGINEERING	640934	2/6/2025	WHELEN ENGINEERING CO I	1,351.44	
				641604	2/7/2025	WHELEN ENGINEERING CO I	145.53	1,496.97
Sub total for BANK OF THE WEST:								240,588.74

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Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20879	3/21/2025	00219	INTERNAL REVENUE SEF Ben40108	3/21/2025	FEDERAL WITHHOLDING TAX	36,793.67	36,793.67
20880	3/21/2025	00223	EMPLOYMENT DEVELOPMENT BEN40114	3/21/2025	STATE DISABILITY INSURANCE	14,017.61	14,017.61
20881	3/21/2025	00222	STATE DISBURSEMENT BEN40116	3/21/2025	SUPPORT: PAYMENT	184.62	184.62
20882	3/21/2025	00058	CALPERS BEN40112	3/21/2025	PERS RETIREMENT: PAYMENT	30,623.84	30,623.84
20883	3/21/2025	00221	MISSIONSQUARE RETIRE BEN40106	3/21/2025	DEFERRED COMPENSATION	12,184.22	12,184.22
58532	3/21/2025	00002	AFLAC BEN40100	3/21/2025	AFLAC INSURANCE: PAYMENT	1,662.78	1,662.78
58533	3/21/2025	00217	CALIFORNIA TEAMSTERS BEN40104	3/21/2025	UNION DUES TEAMSTERS: P	821.00	821.00
58534	3/21/2025	00218	CWA LOCAL 9400 BEN40102	3/21/2025	UNION DUES CWA: PAYMENT	114.70	114.70
58535	3/21/2025	00996	WAGEWORKS INC., HEALTH BEN40110	3/21/2025	HEALTH CARE FSA: PAYMENT	684.69	684.69
Sub total for BANK OF THE WEST:							97,087.13

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2256	3/28/2025	00012	CALIFORNIA WATER SER	4675328235	3/19/2025	WATER SERV HQ/ 2/19/25-3/1	484.08	484.08
2257	3/28/2025	00073	STATE BOARD OF EQUAL	012-655960	3/28/2025	SALES & USE TAX 2025 Q1 PI	563.00	563.00
2258	3/28/2025	00069	SOUTHERN CALIFORNIA	700440732476	3/13/2025	ELEC SERV 1/31/25 - 3/10/25	14,163.32	
				700383926852	3/19/2025	ELEC SERV PUNTA/ 2/18/25 -	793.62	14,956.94
2259	3/25/2025	00621	FIRST BANKCARD					
		00466	AMAZON MARKETPLACE	114-1444715-19	2/19/2025	GENERAL TECH SUPPLIES	413.61	
		00610	DIRECTV	065190124X250	2/4/2025	CABLE SERVICES	257.99	
		00035	HOME DEPOT CREDIT SE	0620 00081 103	2/4/2025	GENERAL TECH SUPPLIES	248.03	
		00981	SAM'S CLUB	10264340960	2/13/2025	EMPLOYEE WELLNESS PRO	229.08	
		00466	AMAZON MARKETPLACE	114-8692505-84	2/21/2025	GENERAL TECH SUPPLIES	154.11	
		00255	CSMFO	300017431	2/4/2025	CSMFO MEMBERSHIP DUES	150.00	
		00915	GOLD GAS	056957	2/12/2025	FUEL - VAN	137.05	
		00466	AMAZON MARKETPLACE	114-2818654-12	2/26/2025	PARTS - BILLING	136.67	
		00600	CHEVRON G&M #186	E/2726246	2/6/2025	FUEL - TRUCK	127.68	
		00466	AMAZON MARKETPLACE	114-6604960-54	2/20/2025	GENERAL TECH SUPPLIES	113.86	
		00761	BOX	INV12546135	2/26/2025	SOFTWARE SERVICES	90.00	
		01047	GODADDY	3603708072	2/23/2024	WEBSITE HOST SUBSCRIPTI	85.98	
		00915	GOLD GAS	057238	2/13/2025	FUEL - EXPLORER	68.53	
		00466	AMAZON MARKETPLACE	111-1553067-51	2/7/2025	OFFICE SUPPLIES	67.41	
		00466	AMAZON MARKETPLACE	113-3976970-90	2/5/2025	GENERAL TECH SUPPLIES	62.83	
		00466	AMAZON MARKETPLACE	112-2842712-18	1/30/2025	OFFICE SUPPLES	61.61	
		00829	HUMMUS HOUSE	26	2/5/2025	EMPLOYEE SERVICES - GRA	61.00	
		00714	DOOR DASH	021025	2/11/2025	EMPLOYEE SERVICES - ADM	58.77	
		00466	AMAZON MARKETPLACE	114-8247981-89	1/31/2025	OFFICE SUPPLIES	57.15	
		00466	AMAZON MARKETPLACE	114-0440236-87	2/12/2025	OFFICE SUPPLIES	55.21	
		00714	DOOR DASH	020525	2/6/2025	EMPLOYEE SERVICES - SUP	54.85	
		01046	PELTON	020125	2/1/2025	EMPLOYEE SERVICES	44.00	
		00466	AMAZON MARKETPLACE	113-2391802-33	2/5/2025	JANITORIAL SUPPLIES	40.68	
		00826	LA TIMES	022425	2/24/2025	MONTHLY LA TIMES SUBSCF	15.96	
		00466	AMAZON MARKETPLACE	111-0693257-33	2/10/2025	OFFICE SUPPLIES	14.32	
		00466	AMAZON MARKETPLACE	111-1487353-96	2/7/2025	OFFICE SUPPLIES	14.32	
		01112	CRICUT INC.	030525	2/26/2025	CRICUT SUBSCRIPTION	11.01	
		00466	AMAZON MARKETPLACE	112-1503006-51	2/25/2025	OFFICE SUPPLIES	11.01	
		00466	AMAZON MARKETPLACE	114-0529175-72	1/29/2025	OFFICE SUPPLIES	9.46	2,852.18

Bank : bow BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
58536	3/28/2025	00297	AT&T, ATT CALNET	000023178774	3/13/2025	PHONE SERV 2/13/25-3/12/25	3,060.32
				000023185972	3/28/2025	PHONE SERV 2/13/25-3/12/25	272.33
				000023182909	3/13/2025	PHONE SERV 2/13/25-3/12/25	246.65
							3,579.30
58537	3/28/2025	01138	AUST, JENNIFER	032825	3/28/2025	RETIREE MED PREM/APR 20	42.00
							42.00
58538	3/28/2025	00014	CDW GOVERNMENT, INC	AD1439V	3/7/2025	CDW-G BILLABLE PARTS	7,768.94
							7,768.94
58539	3/28/2025	00101	CORDOVA, TONY	032825	3/28/2025	RETIREE MED PREM/APR 20	592.00
							592.00
58540	3/28/2025	00407	COSCO FIRE PROTECTIO	1000711805	3/7/2025	ANNUAL HQ MAINTENANCE	6,330.00
							6,330.00
58541	3/28/2025	00081	COSTON, SHANDER	032825	3/28/2025	RETIREE MED PREM/APR 20	342.00
							342.00
58542	3/28/2025	00731	D & R ELECTRONICS	IN250020631	2/11/2025	D&R ELECTRONICS BILLABL	12,680.00
							12,680.00
58543	3/28/2025	01144	DEPT OF PARKS & RECR	65-444281	3/28/2025	REFUND FOR CHECK 65-444	650.00
							650.00
58544	3/28/2025	00103	DIVINITY, TANJI	032825	3/28/2025	RETIREE MED PREM/APR 20	592.00
							592.00
58545	3/28/2025	01069	DOCUMENT CONSULTING	138522	3/1/2025	COPIER LEASE & PRINTING	372.91
							372.91
58546	3/28/2025	00106	FARLEY, SANDRA	032825	3/28/2025	RETIREE MED PREM/APR 20	342.00
							342.00
58547	3/28/2025	00027	HAVIS INC.	SIN300250	3/3/2025	HAVIS INC BILLABLE PARTS	15,633.25
							15,633.25
58548	3/28/2025	00148	HAWTHORNE, CITY OF	IT-24-03-rcc	3/17/2025	COMPUTER CONTRACT SER	50,000.00
							50,000.00
58549	3/28/2025	00577	JESSICA RAMOS	4057	3/18/2025	VEHICLE MAINTENANCE & D	120.00
							120.00
58550	3/28/2025	00442	LAWSON PRODUCTS, INC	9312303499	3/12/2025	LAWSON PRODUCTS INC BIL	74.54
							74.54
58551	3/28/2025	00087	LIEBERT CASSIDY & WHI	288975	2/28/2025	FY 24-25 LEGAL SERVICES	3,150.00
							3,150.00
58552	3/28/2025	00113	MARTIN, LISA	032825	3/28/2025	RETIREE MED PREM/APR 20	342.00
							342.00
58553	3/28/2025	00331	MITSUBISHI ELECTRIC IN	521689	3/18/2025	HQ MAINTENANCE	3,736.00
							3,736.00
58554	3/28/2025	00819	OCCUPATIONAL HEALTH	86164868	3/6/2025	RECRUITMENT - PRE-EMPLC	545.00
							545.00
58555	3/28/2025	00121	PINELA, ELIZABETH	032825	3/28/2025	RETIREE MED PREM/APR 20	592.00
							592.00
58556	3/28/2025	01143	RX PLUMBING & ROOTER	000010	3/13/2025	HQ MAINTENANCE - PLUMBII	2,875.00
				000009	3/13/2025	HQ MAINTENANCE - PLUMBII	2,158.00
				000011	3/13/2025	HQ MAINTENANCE - PLUMBII	285.00
							5,318.00
58557	3/28/2025	00144	SAXE-CLIFFORD PHD, SL	25-0313-10	3/13/2025	PRE-EMPLOYMENT PSYCHO	400.00
							400.00
58558	3/28/2025	00145	SETINA MFG CO INC	304306	3/7/2025	SETINA MANUFACTURING CO	3,774.25
				305257	3/20/2025	SETINA MANUFACTURING CO	3,773.23
				304307	3/7/2025	SETINA MANUFACTURING CO	258.30
							7,805.78
58559	3/28/2025	00803	SPARKLETTS	18193479 0314	3/14/2025	WATER FILTRATION SYSTEM	53.99
							53.99
58560	3/28/2025	00034	STEVENS, GARY	032825	3/28/2025	RETIREE MED PREM/APR 20	592.00
							592.00
58561	3/28/2025	01065	WAGeworks INC., HEAL	INV7650531	3/24/2025	FSA EXPENSE	92.00
							92.00
58562	3/28/2025	00063	WHELEN ENGINEERING	658586	3/11/2025	WHELEN ENGINEERING CO I	2,242.49
				662960	3/18/2025	WHELEN ENGINEERING CO I	1,964.66
				660362	3/13/2025	WHELEN ENGINEERING CO I	228.61
							4,435.76

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Sub total for BANK OF THE WEST: 145,037.67

D-3





# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 15, 2025

**ITEM NUMBER:** D-3

**TO:** Executive Committee

**FROM:** John Krok, Executive Director  
Vanessa Alfaro, Finance & Performance Audit Manager

**SUBJECT:** FISCAL YEAR 2024-2025 BUDGET PERFORMANCE REPORT – Q3

**ATTACHMENTS:** 1. Revenue Status Report  
2. Expenditure Status Report

### **RECOMMENDATION**

Staff recommends that the Executive Committee receive and file the Fiscal Year 2024-2025 Budget Performance Report for the period July 1, 2024 through March 31, 2025.

### **DISCUSSION**

Staff has analyzed the Authority's financial activities through March 31, 2025. The Authority accrued 100% of its assessment revenues from its member cities and contract cities (Attachment #1) in accordance with the FY24-25 budget adopted by the Board of Directors in March 2024. Revenues as of March 31, 2025 total \$14,877,502, or about 103% of projected revenues for FY25.

As it relates to expenses (Attachment #2), a total of \$10,204,441 has been expended from the Enterprise Fund, which represents 66.4% of the budget through the third quarter.

Expenses for salary and benefits accounted for 68.6% of their budgeted amounts, across all departments. However, this percentage also includes the CalPERS unfunded actuarial liability (UAL) lump sum payment of \$749,966 for fiscal year 2024-25, which generates interest savings of \$25,086 compared to monthly payments throughout the year. Additionally, the Authority's liability and workers' compensation insurance premiums for the entire fiscal year, totaling approximately \$382,985, were also paid in full during this period. Expenses for supplies, services and equipment accounted for 73.7% of their budgeted amounts, across all departments. Finally, expenses for capital improvement projects represent 4.8% of the budgeted amount.

Below is a summary of expenses by category and department for all funds:

Department	Adjusted Appropriation	Year-to-date Expenses	Percent Used	Year-to-date Encumbrances	Balance	Percent Used (w/ encumbrances)
<b>SALARY &amp; BENEFITS</b>						
Administration	\$ 1,476,091	\$ 975,595	66.1%	\$ -	\$ 500,496	66.1%
Operations	8,176,353	5,570,134	68.1%	-	2,606,219	68.1%
Technical Services	839,169	650,851	77.6%	-	188,318	77.6%
<b>Salary &amp; Benefits Total</b>	<b>\$ 10,491,613</b>	<b>\$ 7,196,581</b>	<b>68.6%</b>	<b>\$ -</b>	<b>\$3,295,032</b>	<b>68.6%</b>
<b>SUPPLIES, SERVICES &amp; EQUIPMENT</b>						
Administration	\$ 1,405,782	\$ 971,534	69.1%	\$ 238,006	\$ 196,242	86.0%
Operations	250,416	190,259	76.0%	190,643	(130,486)	152.1%
Technical Services	2,371,110	1,805,758	76.2%	987,892	(422,540)	117.8%
<b>Total</b>	<b>\$ 4,027,308</b>	<b>\$ 2,967,550</b>	<b>73.7%</b>	<b>\$ 1,416,541</b>	<b>\$ (356,783)</b>	<b>108.9%</b>
<b>CAPITAL IMPROV. PROJECTS</b>						
	\$ 845,000	\$ 40,310	4.8%	\$ -	\$ 804,690	4.8%
<b>ENTERPRISE FUND TOTAL</b>	<b>\$ 15,363,921</b>	<b>\$ 10,204,441</b>	<b>66.4%</b>	<b>\$ 1,416,541</b>	<b>\$3,742,939</b>	<b>75.6%</b>

## **FISCAL IMPACT**

None.

D-3

Attachment 1

## Revenue Status Report

SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

### 10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,506,909.00	2,506,909.00	2,506,909.00	0.00	100.00
10-50-111-4120 Hawthorne	3,022,424.00	3,022,424.00	3,022,424.00	0.00	100.00
10-50-111-4130 Manhattan Beach	1,895,695.00	1,895,695.00	1,895,695.00	0.00	100.00
10-50-111-4140 Hermosa Beach	898,811.00	898,811.00	898,811.00	0.00	100.00
10-50-111-4145 El Segundo	2,137,139.00	2,137,139.00	2,137,139.00	0.00	100.00
10-50-111-4146 Culver City Assessment	3,035,752.00	3,035,752.00	3,035,752.00	0.00	100.00
10-50-111-4150 El Camino Community College	790.00	0.00	0.00	790.00	0.00
10-50-111-4210 Investment Earnings (LAIF)	75,000.00	252,363.54	252,363.54	-177,363.54	336.48
10-50-111-4220 POST Reimbursements	5,000.00	0.00	0.00	5,000.00	0.00
10-50-111-4240 911 Reimbursements	5,000.00	0.00	0.00	5,000.00	0.00
10-50-111-4241 Redondo Beach Maintenance Agreement	10,238.00	0.00	0.00	10,238.00	0.00
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	31,830.80	31,830.80	-31,830.80	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	15,815.55	15,815.55	-13,315.55	632.62
Total Administration	13,595,258.00	13,796,739.89	13,796,739.89	-201,481.89	101.48
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4440 Reimbursements/Verizon Wireless	65,000.00	57,596.36	57,596.36	7,403.64	88.61
10-60-211-4465 Reimbursement for PulsePoint	10,000.00	0.00	0.00	10,000.00	0.00

## Revenue Status Report

SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

### 10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
Total Operations	75,000.00	57,596.36	57,596.36	17,403.64	76.80
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4360 Reimbursements for Billable Parts	784,294.00	970,473.42	970,473.42	-186,179.42	123.74
10-70-311-4370 Reimbursements for GST Software	52,692.00	52,692.00	52,692.00	0.00	100.00
Total Technical Services	836,986.00	1,023,165.42	1,023,165.42	-186,179.42	122.24
Total SBRPCA Enterprise Fund	14,507,244.00	14,877,501.67	14,877,501.67	-370,257.67	102.55

Revenue Status Report  
  
SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

20 Grant Fund						
<u>Account Number</u>		<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
20-80	Capital Infrastructure Projects					
20-80-458	COVID-19					
Total Grant Fund		0.00	0.00	0.00	0.00	0.00
Grand Total		14,507,244.00	14,877,501.67	14,877,501.67	-370,257.67	102.55

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Attachment 2

## Expenditure Status Report

SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>		<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
50	Administration						
50-100	Administration						
50-100-5000	Expenditures						
50-111-5101	Salaries (Full-Time)	973,148.00	585,681.70	585,681.70	0.00	387,466.30	60.18
50-111-5102	Salaries (Part-Time)	30,000.00	22,107.13	22,107.13	0.00	7,892.87	73.69
50-111-5103	Overtime	2,500.00	17.54	17.54	0.00	2,482.46	0.70
50-111-5104	Acting Pay	711.00	6,744.44	6,744.44	0.00	-6,033.44	948.59
50-111-5107	Longevity Pay	2,700.00	2,650.00	2,650.00	0.00	50.00	98.15
50-111-5108	Sick Leave Payoff	38,885.00	3,706.94	3,706.94	0.00	35,178.06	9.53
50-111-5109	Vacation Leave Payoff	32,404.00	7,943.53	7,943.53	0.00	24,460.47	24.51
50-111-5112	Other Pay	13,000.00	0.00	0.00	0.00	13,000.00	0.00
50-111-5201	Medical Insurance	83,057.00	41,347.11	41,347.11	0.00	41,709.89	49.78
50-111-5202	Dental Insurance	12,929.00	7,168.62	7,168.62	0.00	5,760.38	55.45
50-111-5203	Vision Insurance	2,708.00	1,243.11	1,243.11	0.00	1,464.89	45.91
50-111-5204	Life Insurance	1,274.00	765.00	765.00	0.00	509.00	60.05
50-111-5205	Medicare	15,782.00	9,130.38	9,130.38	0.00	6,651.62	57.85
50-111-5206	Unemployment Insurance	0.00	8,699.00	8,699.00	0.00	-8,699.00	0.00
50-111-5207	Workers' Compensation	8,377.00	8,855.00	8,855.00	0.00	-478.00	105.71
50-111-5208	PERS Contributions	110,443.00	75,907.94	75,907.94	0.00	34,535.06	68.73
50-111-5209	Retirees' Medical Insurance	11,000.00	4,275.49	4,275.49	0.00	6,724.51	38.87
50-111-5211	Social Security	0.00	1,370.62	1,370.62	0.00	-1,370.62	0.00
50-111-5212	Deferred Comp Matching Benefit	27,600.00	17,640.00	17,640.00	0.00	9,960.00	63.91
50-111-5219	PERS Contributions-UAL	109,573.00	170,341.85	170,341.85	0.00	-60,768.85	155.46
50-111-5220	FSA Expense	630.00	283.50	283.50	47.25	299.25	52.50
50-111-5301	Networking Services	40,158.00	22,456.37	22,456.37	11,994.30	5,707.33	85.79
50-111-5302	IT Computer Contract Services	55,000.00	41,250.00	41,250.00	13,750.00	0.00	100.00
50-111-5304	Accounting/Auditing Services	40,000.00	35,540.00	35,540.00	0.00	4,460.00	88.85
50-111-5305	Legal Services	109,400.00	102,790.29	102,790.29	39,259.71	-32,650.00	129.84
50-111-5306	Recruitment Costs	67,684.00	30,212.57	30,212.57	33,777.00	3,694.43	94.54
50-111-5307	Software Maintenance Services	109,334.00	121,635.34	121,635.34	18,853.82	-31,155.16	128.50



## Expenditure Status Report

SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
50-111-5308 Banking Services (Fees)	7,500.00	2,788.10	2,788.10	0.00	4,711.90	37.17
50-111-5309 Online/Website Maintenance Services	7,500.00	1,457.84	1,457.84	4,230.00	1,812.16	75.84
50-111-5311 IT Consulting Services	25,000.00	0.00	0.00	6,000.00	19,000.00	24.00
50-111-5313 Temporary Staffing Services	25,000.00	0.00	0.00	0.00	25,000.00	0.00
50-111-5401 Memberships & Dues	935.00	555.82	555.82	0.00	379.18	59.45
50-111-5402 Publications	750.00	143.64	143.64	0.00	606.36	19.15
50-111-5403 Conferences, Meetings & Travel	28,200.00	8,450.56	8,450.56	0.00	19,749.44	29.97
50-111-5404 Employee Services	31,297.00	2,304.25	2,304.25	4,516.15	24,476.60	21.79
50-111-5405 Employee Awards	500.00	0.00	0.00	0.00	500.00	0.00
50-111-5501 Office Supplies	10,350.00	4,539.98	4,539.98	3,708.84	2,101.18	79.70
50-111-5502 Janitorial Supplies	12,524.00	3,589.65	3,589.65	1,500.00	7,434.35	40.64
50-111-5507 Postage & Shipping	1,035.00	480.83	480.83	2,296.30	-1,742.13	268.32
50-111-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
50-111-5511 Office Equipment Lease	10,000.00	3,595.35	3,595.35	4,904.65	1,500.00	85.00
50-111-5513 General Liability Insurance Premium	330,000.00	276,844.30	276,844.30	4,364.64	48,791.06	85.21
50-111-5517 Vehicle Operations	2,000.00	580.38	580.38	680.00	739.62	63.02
50-111-5601 Telephone - Administration	18,598.00	11,668.26	11,668.26	0.00	6,929.74	62.74
50-111-5701 Maintenance - HQ	225,767.00	141,728.27	141,728.27	77,393.23	6,645.50	97.06
50-111-5703 Electricity - HQ	175,000.00	117,182.22	117,182.22	0.00	57,817.78	66.96
50-111-5704 Electricity - Grandview	3,282.00	2,123.17	2,123.17	0.00	1,158.83	64.69
50-111-5705 Electricity - Punta Place	11,028.00	6,984.31	6,984.31	0.00	4,043.69	63.33
50-111-5706 Gas - HQ	17,504.00	14,454.43	14,454.43	0.00	3,049.57	82.58
50-111-5707 Water - HQ	5,306.00	5,039.61	5,039.61	0.00	266.39	94.98
50-111-5715 Electricity-MB Water Tower	6,500.00	2,273.86	2,273.86	0.00	4,226.14	34.98
50-111-5810 Office Equipment	10,000.00	499.79	499.79	10,635.83	-1,135.62	111.36
50-111-5820 Other Equipment	15,000.00	9,641.36	9,641.36	94.62	5,264.02	64.91
50-111-5830 Furniture & Fixtures	2,500.00	439.90	439.90	0.00	2,060.10	17.60
<b>Total Expenditures</b>	2,881,873.00	1,947,129.35	1,947,129.35	238,006.34	696,737.31	75.82
<b>Total Administration</b>	2,881,873.00	1,947,129.35	1,947,129.35	238,006.34	696,737.31	75.82
51 GASB 68 Pension Expenses						
51-100 Administration						

## Expenditure Status Report

SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
51-100-5000 Expenditures						
<b>Total</b> GASB 68 Pension Expenses	0.00	0.00	0.00	0.00	0.00	0.00
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	5,206,954.00	2,373,762.61	2,373,762.61	0.00	2,833,191.39	45.59
60-211-5102 Salaries (Part-Time)	0.00	205,001.13	205,001.13	0.00	-205,001.13	0.00
60-211-5103 Overtime	225,000.00	973,039.23	973,039.23	0.00	-748,039.23	432.46
60-211-5104 Acting Pay	10,000.00	3,287.76	3,287.76	0.00	6,712.24	32.88
60-211-5105 Bilingual Pay	10,800.00	6,452.00	6,452.00	0.00	4,348.00	59.74
60-211-5108 Sick Leave Payoff	95,000.00	45,736.75	45,736.75	0.00	49,263.25	48.14
60-211-5109 Vacation Leave Payoff	90,000.00	51,312.41	51,312.41	0.00	38,687.59	57.01
60-211-5110 Training Pay	15,000.00	8,142.67	8,142.67	0.00	6,857.33	54.28
60-211-5112 Other Pay	0.00	28,000.00	28,000.00	0.00	-28,000.00	0.00
60-211-5114 Holiday Payoff	52,000.00	3,872.76	3,872.76	0.00	48,127.24	7.45
60-211-5115 Education Incentive Pay	148,652.00	65,127.04	65,127.04	0.00	83,524.96	43.81
60-211-5201 Medical Insurance	738,892.00	341,136.53	341,136.53	0.00	397,755.47	46.17
60-211-5202 Dental Insurance	64,237.00	30,361.59	30,361.59	0.00	33,875.41	47.26
60-211-5203 Vision Insurance	18,830.00	8,413.18	8,413.18	0.00	10,416.82	44.68
60-211-5204 Life Insurance	11,629.00	5,652.50	5,652.50	0.00	5,976.50	48.61
60-211-5205 Medicare	85,876.00	53,916.13	53,916.13	0.00	31,959.87	62.78
60-211-5206 Unemployment Insurance	15,000.00	6,354.00	6,354.00	0.00	8,646.00	42.36
60-211-5207 Workers' Compensation	39,792.00	42,063.00	42,063.00	0.00	-2,271.00	105.71
60-211-5208 PERS Contributions	600,827.00	298,676.33	298,676.33	0.00	302,150.67	49.71
60-211-5209 Retirees' Medical Insurance	72,000.00	48,269.68	48,269.68	0.00	23,730.32	67.04
60-211-5211 Social Security	0.00	6,281.07	6,281.07	0.00	-6,281.07	0.00
60-211-5212 Deferred Comp Matching Benefit	81,000.00	35,057.83	35,057.83	0.00	45,942.17	43.28
60-211-5219 PERS Contributions-UAL	590,860.00	927,428.63	927,428.63	0.00	-336,568.63	156.96
60-211-5220 FSA Expense	4,004.00	2,789.00	2,789.00	228.75	986.25	75.37
60-211-5302 Computer Contract/CAD	0.00	30,800.00	30,800.00	1,100.00	-31,900.00	0.00

## Expenditure Status Report

SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
60-211-5313 Temporary Staffing Services	0.00	24,400.00	24,400.00	65,000.00	-89,400.00	0.00
60-211-5401 Memberships & Dues	2,370.00	82.00	82.00	0.00	2,288.00	3.46
60-211-5402 Publications	1,710.00	0.00	0.00	0.00	1,710.00	0.00
60-211-5403 Conferences, Meetings & Travel	23,846.00	1,446.02	1,446.02	0.00	22,399.98	6.06
60-211-5404 Employee Services	2,588.00	14,028.02	14,028.02	98.27	-11,538.29	545.84
60-211-5405 Employee Awards	3,500.00	178.80	178.80	0.00	3,321.20	5.11
60-211-5406 POST Training	12,608.00	280.00	280.00	0.00	12,328.00	2.22
60-211-5407 Tuition Reimbursement	16,000.00	0.00	0.00	0.00	16,000.00	0.00
60-211-5506 Uniforms/Safety Equipment	13,000.00	6,559.00	6,559.00	1,237.80	5,203.20	59.98
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,282.00	2,496.20	2,496.20	0.00	785.80	76.06
60-211-5604 Telephone - Gardena	3,500.00	627.52	627.52	0.00	2,872.48	17.93
60-211-5606 Telephone - Hawthorne	20,000.00	23,402.94	23,402.94	0.00	-3,402.94	117.01
60-211-5607 Telephone - Hermosa Beach	13,128.00	6,808.47	6,808.47	0.00	6,319.53	51.86
60-211-5608 Telephone - Manhattan Beach	6,564.00	3,008.10	3,008.10	0.00	3,555.90	45.83
60-211-5611 Telephone - Punta Place	4,923.00	783.92	783.92	0.00	4,139.08	15.92
60-211-5612 Telephone - RCC	12,034.00	7,414.14	7,414.14	0.00	4,619.86	61.61
60-211-5614 Verizon Wireless Reimbursable	65,000.00	38,070.00	38,070.00	0.00	26,930.00	58.57
60-211-5615 Telephone - Culver City	15,863.00	28,563.46	28,563.46	0.00	-12,700.46	180.06
60-211-5616 PulsePoint Software	10,000.00	0.00	0.00	0.00	10,000.00	0.00
60-211-5617 Vesta 911 Reimbursable	0.00	0.00	0.00	122,978.19	-122,978.19	0.00
60-211-5810 Office Equipment	5,000.00	0.00	0.00	0.00	5,000.00	0.00
60-211-5820 Other Equipment	15,000.00	1,310.10	1,310.10	0.00	13,689.90	8.73
<b>Total Operations</b>	<b>8,426,769.00</b>	<b>5,760,392.52</b>	<b>5,760,392.52</b>	<b>190,643.01</b>	<b>2,475,733.47</b>	<b>70.62</b>
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	495,907.00	335,396.65	335,396.65	0.00	160,510.35	67.63
70-311-5103 Overtime	30,000.00	42,208.13	42,208.13	0.00	-12,208.13	140.69
70-311-5107 Merit Pay	850.00	306.00	306.00	0.00	544.00	36.00
70-311-5108 Sick Leave Payoff	10,500.00	10,752.24	10,752.24	0.00	-252.24	102.40

## Expenditure Status Report

SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

### 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
70-311-5109 Vacation Leave Payoff	10,000.00	6,838.74	6,838.74	0.00	3,161.26	68.39
70-311-5110 Training Pay	2,500.00	1,173.23	1,173.23	0.00	1,326.77	46.93
70-311-5201 Medical Insurance	67,000.00	31,791.63	31,791.63	0.00	35,208.37	47.45
70-311-5202 Dental Insurance	9,400.00	5,140.79	5,140.79	0.00	4,259.21	54.69
70-311-5203 Vision Insurance	2,600.00	1,317.22	1,317.22	0.00	1,282.78	50.66
70-311-5204 Life Insurance	1,020.00	731.00	731.00	0.00	289.00	71.67
70-311-5205 Medicare	8,044.00	5,558.21	5,558.21	0.00	2,485.79	69.10
70-311-5207 Workers' Compensation	56,547.00	59,773.00	59,773.00	0.00	-3,226.00	105.70
70-311-5208 PERS Contributions	56,087.00	38,059.81	38,059.81	0.00	18,027.19	67.86
70-311-5209 Retirees' Medical Insurance	18,000.00	8,682.14	8,682.14	0.00	9,317.86	48.23
70-311-5212 Deferred Comp Matching Benefit	7,500.00	5,415.00	5,415.00	0.00	2,085.00	72.20
70-311-5219 PERS Contributions-UAL	63,214.00	97,707.52	97,707.52	0.00	-34,493.52	154.57
70-311-5302 IT Computer Contract Services	145,000.00	108,750.00	108,750.00	36,250.00	0.00	100.00
70-311-5311 GST Software Reimbursable	52,692.00	52,692.00	52,692.00	0.00	0.00	100.00
70-311-5403 Conferences, Meetings & Travel	2,650.00	0.00	0.00	0.00	2,650.00	0.00
70-311-5503 General Technical Supplies	7,763.00	9,893.53	9,893.53	825.00	-2,955.53	138.07
70-311-5506 Uniforms/Safety Equipment	2,588.00	1,570.51	1,570.51	1,532.72	-515.23	119.91
70-311-5507 Postage & Shipping	1,200.00	187.00	187.00	0.00	1,013.00	15.58
70-311-5514 Parts - Billing	1,784,294.00	1,397,446.67	1,397,446.67	827,850.22	-441,002.89	124.72
70-311-5517 Vehicle Operations	4,923.00	1,373.18	1,373.18	1,360.00	2,189.82	55.52
70-311-5520 Equipment Repair	5,000.00	0.00	0.00	0.00	5,000.00	0.00
70-311-5521 Outside Technical Serv-Towers & Equip	363,000.00	230,083.34	230,083.34	120,074.16	12,842.50	96.46
70-311-5810 Office Equipment	2,000.00	3,761.46	3,761.46	0.00	-1,761.46	188.07
<b>Total</b> Technical Services	3,210,279.00	2,456,609.00	2,456,609.00	987,892.10	-234,222.10	107.30
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-454-5901 CIP Expenditures-IT Infrastructure/Equip	250,000.00	17,310.05	17,310.05	0.00	232,689.95	6.92
80-461-5901 Five Year CIP Expenditures - Radios	330,000.00	0.00	0.00	0.00	330,000.00	0.00
80-462-5901 Five Year CIP Expenditures - Facilities	265,000.00	23,000.00	23,000.00	0.00	242,000.00	8.68
<b>Total</b> Expenditures	845,000.00	40,310.05	40,310.05	0.00	804,689.95	4.77

## Expenditure Status Report

SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

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10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
Total CIP	845,000.00	40,310.05	40,310.05	0.00	804,689.95	4.77
Total Capital Infrastructure Projects	845,000.00	40,310.05	40,310.05	0.00	804,689.95	4.77
Total SBRPCA Enterprise Fund	15,363,921.00	10,204,440.92	10,204,440.92	1,416,541.45	3,742,938.63	75.64

Expenditure Status Report  
  
SOUTH BAY REGIONAL PCA  
7/1/2024 through 3/31/2025

20 Grant Fund

<u>Account Number</u>		<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80	Capital Infrastructure Projects						
80-400	CIP						
80-400-5000	Expenditures						
Total Grant Fund		0.00	0.00	0.00	0.00	0.00	0.00
Grand Total		15,363,921.00	10,204,440.92	10,204,440.92	1,416,541.45	3,742,938.63	75.64

F-1



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 15, 2025

**ITEM NUMBER:** F-1

**TO:** Executive Committee

**FROM:** John Krok, Executive Director

**SUBJECT:** Agreement with Versaterm for Computer Aided Dispatch System

**ATTACHMENTS:**

1. Master Software and Services Agreement
2. Service Schedule - vCAD SaaS
3. Service Schedule - Mindbase

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to execute, on behalf of the South Bay Regional Public Communications Authority, the Master Software and Services Agreement and related Service Schedules to acquire Computer Aided Dispatch System software and services from Versaterm.

### **DISCUSSION**

Over the past several months, Authority staff has worked with Versaterm, the Authority's consultant, and with general counsel to develop a Master Software and Services Agreement and accompanying Service Schedules for the Computer Aided Dispatch (CAD) project. Authority staff and general counsel have negotiated the terms of the Agreement and the companion exhibits, which include the Service Schedules and the Statement of Work. The project is scheduled to begin on June 18, 2025, with the first of three weeklong onsite configuration workshops (the other two will occur in October and December). Training will occur in early 2026, with cutover to live operations expected to occur in May 2026.

The initial term of the Agreement is three years, and the Agreement automatically renews for one-year terms unless either party provides 90 days written notice if it wishes to terminate the Agreement.

The cost to implement the Versaterm CAD is \$1,543,713. Payments are distributed over the course of one year and issued upon the successful completion of project milestones, as follows:



<b>Statement of Work Milestone</b>	<b>Fee</b>	<b>Percentage</b>	<b>Due Date</b>
Kick-Off	\$154,371	10%	Jul 2025
Test Environment Live	\$154,371	10%	Sep 2025
Configuration Workshop 2	\$154,371	10%	Nov 2025
Configuration Workshop 3	\$154,371	10%	Jan 2026
Production Environment Live	\$154,371	10%	Feb 2026
Functional Acceptance Complete	\$154,371	10%	Mar 2026
Training Complete	\$154,371	10%	Apr 2026
Ready for Use	\$231,557	15%	May 2026
Final Acceptance	\$231,557	15%	Jul 2026

Once the system goes live, the annual subscription cost will be \$662,972, which is subject to a maximum increase of 6% per year.

In addition, there is a one-time subscription fee of \$2,750 for Mindbase HUB services and a recurring subscription fee of \$5,236 that is subject to an annual increase of CPI plus 4% per year.

### **FISCAL IMPACT**

The total amount of fees due under the Agreement are \$1,546,463. The total annual recurring fees are \$668,208, subject to annual increases. The first payment is due on July 18, 2025. Annual recurring fees are then due on the go live date, expected to occur in May 2026.

F-1

Attachment 1

## **MASTER SOFTWARE AND SERVICES AGREEMENT**

This Master Software and Services Agreement ("MSA") is made effective as of the date of the last signature set forth on the signature page hereto (the "Effective Date"):

BETWEEN:

South Bay Regional Public Communications Authority (hereafter referred to as "Customer")

–and–

Versaterm Public Safety Inc., a corporation incorporated under the laws of the Province of British Columbia, (hereafter referred to as "Versaterm")

### Background

- A. Versaterm (including its affiliates) develops and licenses proprietary software related to public safety agencies.
- B. The Parties contemplate that from time-to-time Customer will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit Customer to use such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions.

For the purposes of this MSA, each Service Schedule and each Statement of Work, these terms will have the following meanings:

- 1.1 "Authorized User" means an employee, consultant, contractor, member of Customer, or a Regional Partner Agency (more specifically, the Culver City Police and Fire Departments, El Camino College, El Segundo Police and Fire Departments, Manhattan Beach Police and Fire Departments, Gardena Police Department, Hawthorne Police Department, and the Hermosa Beach Police Department) authorized by Customer to access and use the Services on Customer's behalf.
- 1.2 "Confidential Information" means the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information

already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent. For clarity, Confidential Information shall exclude this Agreement, purchase orders, and any other documentation deemed public pursuant to the California Public Records Act and any other relevant legislation.

- 1.3 "CPI" means the consumer price index for all urban consumers published by the U.S. Bureau of Labor Statistics on the 1st of the year.
- 1.4 "Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.
- 1.5 "Customizations" means all Customer-requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.
- 1.6 "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or corrects errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.
- 1.7 "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.
- 1.8 "Go-Live Date" means the date on which the Software is available for production use, as may be further defined in a Service Schedule or SOW.
- 1.9 "including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.10 "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae,

algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

- 1.11 "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
- 1.12 "License Fees" means the fees charged by Versaterm in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule.
- 1.13 "Licensed Materials" means collectively the Versaterm Platform, Software, and the User Documentation.
- 1.14 "Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.
- 1.15 Intentionally omitted.
- 1.16 "Open Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.
- 1.17 "Party" means either Customer or Versaterm and "Parties" means both.
- 1.18 "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.
- 1.19 "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.
- 1.20 "Professional Services" all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer's premises), including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.
- 1.21 "Regional Partner Agency" means a government agency or other entity that has entered into an intergovernmental agreement with the Customer, granting them access to and the use of the Software.
- 1.22 "Service Schedule" means the applicable written document, signed by Customer and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms

and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.

- 1.23 "Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.
- 1.24 "Statement of Work or SOW" means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.
- 1.25 "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service or in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule as further identified in a Service Schedule.
- 1.26 "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.
- 1.27 "Subscription Term" means, with respect to any use of Software or access to Subscription Service, the subscription period specified on the applicable Service Schedule together with, all renewals thereof effected in accordance with the terms of this Agreement.
- 1.28 "Term" means the term set out in Section 3, paragraph (a).
- 1.29 "Third Party Data" means any data owned by a third party that the Customer accesses via the Software.
- 1.30 "Third Party Component" means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 1.31 "Third Party Supplier" means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.
- 1.32 "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.
- 1.33 "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.

"Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

## 2. Scope of Agreement

- (a) It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.
- (b) Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:
  - i. the express incorporation of this MSA by reference;
  - ii. a list and description of the applicable Software;
  - iii. Subscription Term;
  - iv. Customizations and custom application programming interfaces ("APIs") if any, to the Software and the terms and conditions upon which same will be provided;
  - v. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;
  - vi. the License Fee or Subscription Fee for the Software;
  - vii. the Maintenance and Support Fee;
    - (i) the site(s) at which the Software are permitted to be installed if Software is installed on Customer's premises;
  - viii. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;
  - ix. training, if applicable;
    - (i) any other terms relating to the maintenance, enhancement or support of the Software; and
  - x. any special terms and conditions agreed upon by Versaterm and Customer.

## 3. Effective Dates.

- (a) This MSA shall have an initial term of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, and shall automatically renew for consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term". Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule.
- (b) Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.
- (c) Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8(g) (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least ninety (90) days prior to the expiration of the Subscription Term or any renewal term.

#### 4. License

- (a) Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.
- (b) Customer shall not:
  - (i) use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;
  - (ii) copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;
  - (iii) assign this MSA or transfer, lease, export or grant a sublicense of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;
  - (iv) decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;



- (v) give any Person other than its employees, consultants, contractors, members of Customer, and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;
  - (vi) rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;
  - (vii) operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;
  - (viii) permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;
  - (ix) use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;
  - (x) remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;
  - (xi) use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software; or
  - (xii) knowingly introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature,
- (c) Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

## 5. Customer's Obligations

- (a) Intentionally omitted.
- (b) Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.
- (c) Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.
- (d) Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, to Customer's systems and premises for

the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.

- (e) Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of its passwords or API keys for the Versaterm Platform.

## 6. Ownership

- (a) Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein. Customer further acknowledges and agrees that all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.
- (b) Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.
- (c) If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.
- (d) As between Versaterm and Customer, Customer owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Customer's Data. Customer shall have the sole responsibility for the accuracy, quality, and legality of the Customer Data, including obtaining all rights and consents necessary to share the Customer Data with Versaterm as set forth in this Agreement. Notwithstanding the limitations herein, Customer hereby grants to Versaterm license to use the Customer's Data to: (i) provide the Versaterm Services to Customer; (ii) analyze the Customer's Data in anonymized, aggregate form in order to operate, maintain, manage, and improve the Versaterm Services; and to (iii) create new products and services.

## 7. Customer Data and Hosting Provider

- (a) Customer hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the

Customer Data solely in connection with providing the Licensed Materials to Customer, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Versaterm shall not use or distribute Customer Data, regardless of whether anonymized or aggregated, for any other purpose. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.

- (b) Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) does not purport to monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.
- (c) Versaterm may change its third party hosting provider ("Hosting Provider") with 180 days' notice to Customer. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

## **8. Fees and Payment Terms**

- (a) All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within thirty (30) days of the date of an invoice for such amounts.
- (b) Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.
- (c) All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (e.g.: Customer's portal) as identified in the applicable Service Schedule.
- (d) Where Customer fails to pay any amount in accordance with paragraph (a) above, Versaterm shall have the right, in addition to any other remedies, to charge, and Customer shall pay, interest on such overdue amounts at the rate of one and a half per cent (1.5%) per month (18% per annum), or, if less, the maximum rate of interest allowed by law.

- (e) In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.
- (f) If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with paragraph (a).
- (g) Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than CPI + 4%. Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of CPI + 4% for Third Party Components.

## 9. Taxes.

In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

## 10. Confidentiality

- (a) Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party, and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.
- (b) Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party

will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

- (c) Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control. Upon the termination of this MSA, each Party will return to the other Party all Confidential Information of such other Party which is then in its possession or control.
- (d) Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.
- (e) For purposes of this Section 10 (Confidentiality), the term “Public Records Request” shall mean any request for the disclosure of records pursuant to a state public records law or “sunshine” law, federal Freedom of Information Act, or other comparable law.
- (f) To the extent Customer is subject to a Public Records Request that seeks the disclosure of any Customer or materials provided by Versaterm to Customer prior to or during the Term (including without limitation this Agreement), Customer shall, prior to any disclosure, promptly notify Versaterm of such Public Records Request (to the extent legally permitted to do so) and provide reasonable assistance, at Versaterm’s cost, if Versaterm wishes to contest the disclosure. Customer shall also identify for Versaterm the information or materials it intends to disclose, and provide Versaterm at least seven (7) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Versaterm to meaningfully review and seek appropriate relief. For the avoidance of doubt, and without limiting the foregoing, Customer hereby acknowledges that Versaterm shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein. If Versaterm desires to seek relief in court with respect to a Public Records Request, it may do so at its own cost. Customer has no obligation to seek such relief on Versaterm’s behalf.
- (g) Versaterm may charge Customer at a rate of \$100 per hour for all reasonable time spent by Versaterm personnel assisting Customer in responding to a Public Records Request seeking the disclosure of any Customer Data.

## 11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

- (a) Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by

Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;

- (b) neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and
- (c) Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

**12. Representations and Warranties of Customer.** Customer represents, warrants, and covenants, as follows:

- (a) Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and
- (b) neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constating documents or other organizational documents of Customer or under an agreement to which the Customer is a party or by which Customer is otherwise bound.

**13. Versaterm's Indemnity**

- (a) **Indemnity for Intellectual Property Infringement:** Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer and its officers, agents, and employees and the officers, agents, and employees of each of the cities that are members of Customer at the time this Agreement is in effect ("Customer Indemnitees") to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Customer's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Customer Indemnitees from any liability of any kind a full release with respect thereto; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or

operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm; and (v) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Customer Indemnitee.

- (b) **Indemnity for Negligence:** Versaterm will defend at its own expense any third-party Claim brought against Customer and Customer Indemnitees to the extent such third-party Claim alleges (i) bodily injury (including death) or damage to tangible personal or real property to the extent resulting from the willful or negligent acts of any Versaterm personnel in the performance of Professional Services on Customer's premises, and (ii) out of or in connection with any destruction, or unauthorized access to, use, or theft of Customer Data caused by Versaterm. Should any of the two preceding occur, Versaterm will indemnify and pay all damages finally awarded against Customer and Customer Indemnitees by courts of competent jurisdiction on account of such Claim together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Customer's express prior written consent shall be required for any such settlement or compromise that does not fully and irrevocably release all Customer Indemnitees from any liability of any kind a full release with respect thereto.
- (c) Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.
- (d) If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:
  - (i) procure for Customer the right to continue using the applicable Licensed Materials;
  - (ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or
  - (iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.
- (e) Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.
- (f) This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

- (g) Versaterm may utilize its Third Party Suppliers in the performance of Professional Services under this Agreement. Any subcontract entered into with respect to performance under this Agreement shall in no way relieve Versaterm of any responsibility for performance of all requirements under this Agreement, including Section 13 (a).

#### **14. Customer's Indemnity**

Customer shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any Canadian or U.S. Intellectual Property Right of a third person; or (ii) is in relation to Customer's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify Customer pursuant to Section 13; provided that Customer is given:

- (a) prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;
- (b) all reasonable information and assistance from Versaterm, which Customer may require to defend the Claim; and
- (c) sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

#### **15. Exclusion of Other Warranties and Conditions**

- (a) EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.



- (b) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

**16. Exclusion of Indirect Damages.**

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERRUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

**17. Limitation of Direct Damages.**

EACH PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SYSTEM OR SERVICES, PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED, IF THE CLAIM IS COVERED BY INSURANCE, THE FULL LIMITS OF SUCH INSURANCE, OR IF THE CLAIM IS NOT COVERED BY SUCH INSURANCE, THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO VERSATERM BY THE CITY DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

**18. Insurance.**

Prior to commencing work, Versaterm must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the System by Versaterm or Versaterm's agents, representatives, employees or subconsultants for the duration of this Agreement. Versaterm must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit 1.

**19. Termination.**

In addition to any other rights or remedies hereunder:

- (a) Either Party may terminate this Agreement, at its convenience, by written notice, without cause, upon giving sixty (60) days written notice to the other Party.
- (b) Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.
- (c) In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by Customer to Versaterm.
- (d) Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy.

## **20. Orderly Termination**

- (a) Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.
- (b) In addition to the obligations in Section 20(a) above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:
  - i. immediately discontinue use of the Licensed Materials;
  - ii. ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;
  - iii. promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;

- iv. permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;
- v. deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer has provided access to any Licensed Materials have complied with the terms of this Section 20(b), as applicable; and
- vi. pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

## 21. Suspension

To the extent permitted by applicable law, in addition to any other rights or remedies it may have under this Agreement, Versaterm may immediately suspend provision of the Services without liability to Customer: (a) if Customer's account is sixty (60) days past due until paid in full, provided Versaterm has given written notice to Customer (email acceptable) upon the account becoming past due; (b) if Customer breaches restrictions on use and/or security obligations; (c) to avoid harm or liability to Versaterm, its affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by applicable law or requested by a governmental authority. Customer shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension. Versaterm will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

## 22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

## 23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

- (a) on the date of sending if sent by email to the email address indicated in Section 23(b); or

- (b) on the third business day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

To Versaterm at:

Versaterm Public Safety Inc.  
1331 Clyde Avenue, Suite 400  
Ottawa, Ontario, Canada  
K2C 3G4

Attention: Legal Department  
e-mail: [legal@versaterm.com](mailto:legal@versaterm.com)

To Customer at:

South Bay Regional Public  
Communications Authority  
4440 W. Broadway, Hawthorne CA 90250

Attention: John Krok, Executive Director  
e-mail: [jkrok@rcc911.org](mailto:jkrok@rcc911.org)

**24. Waiver.**

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

**25. Assignment.**

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person by providing written notice to the Customer and may contract with any other Person to perform its obligations under this MSA (including any Service Schedules or SOWs) without obtaining Customer's consent to any such contract. Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

**26. Force Majeure.**

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render

performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

**27. Severability.**

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed here from, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

**28. Survival.**

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4(b), 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41 and 42.

**29. Headings**

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

**30. Currency**

Unless otherwise specified, all references to monetary amounts, including the symbol "\$", are in respect of United States Dollars.

**31. Benefits**

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

**32. Interpretation**

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

**33. Good Faith Discussions**

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized

representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

**34. Amendments.**

None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

**35. Governing Law.**

This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State of California and the applicable federal laws of the United States of America (excluding any conflict of laws rule or principals that might refer such construction to the laws of another jurisdiction). Any lawsuits or proceedings pertaining to this Agreement, each Service Schedule and each SOW shall only be brought in Federal or State courts in Los Angeles County, State of California.

**36. Entire Agreement.**

- (a) This MSA, together with each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.
- (b) Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.
- (c) The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

**37. Consultants and Agents.**

Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

**38. Intentionally omitted.**

**39. Language.**

The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English.

**40. Publicity/Press Releases.**

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm's customer list and other marketing materials.

**41. Counterparts.**

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

**42. United Nations.**

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

**43. Extending pricing**

Subject to Versaterm's discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

[remainder of page left intentionally blank]

Agreed to on behalf of:  
  
South Bay Regional Public Communications Authority

\_\_\_\_\_

[Name]

[Title]

[Date]

Agreed to on behalf of:  
  
Versaterm Public Safety Inc.

\_\_\_\_\_

DocuSigned by:  
*Warren Loomis*  
0458A471D7714C1...

[Name]     warren Loomis

[Title]        President & CEO

[Date]        04/09/2025



### **Exhibit 1: Insurance**

Versaterm shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Versaterm, its agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Versaterm has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to Versaterm’s profession (“E&O Insurance”), with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Versaterm maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Versaterm.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The Authority, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Versaterm including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Versaterm’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this Agreement, Versaterm's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, agents, or volunteers shall be excess of Versaterm's insurance and shall not contribute with it.

**Notice of Cancellation**

Versaterm shall provide thirty (30) days' prior written notice to the Authority of any cancellation of policy or ten (10) days' prior written notice for non-payment of premium.

**Waiver of Subrogation**

Versaterm hereby grants to Authority a waiver of any right to subrogation which any insurer of said Versaterm may acquire against the Authority by virtue of the payment of any loss under such insurance. Versaterm agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Authority. The Authority may require Versaterm to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Authority. Such insurers shall be licensed to provide insurance under California state law.

**Claims Made Policies.** For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The "Retroactive Date" must be shown, and must be before the Effective Date.
2. Insurance must be maintained and evidence of insurance must be provided for at least *three (3) years after completion of the work required under the Agreement*.
3. If coverage is canceled or non-renewed, and not replaced with *another claims-made policy form with a Retroactive Date* prior to the Agreement Effective Date, Versaterm must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

***Verification of Coverage***

Versaterm shall furnish the Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the Authority before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Versaterm's obligation to provide them. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Cyber Liability Insurance***

**Technology Professional Liability** (Errors and Omissions) Insurance appropriate to Versaterm's profession, with limits not less than **\$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 Versaterm in this agreement and shall include, but not be 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.

## **Service Schedule – vCAD SaaS**

1. This Service Schedule No. 001 is effective as of Effective Date of the MSA and is made by South Bay Regional Public Communications Authority ("Customer") and Versaterm Public Safety Inc. ("Versaterm"). This "Service Schedule" and its exhibits are incorporated into that certain Master Software and Services Agreement between Customer and Versaterm ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA or the "Definitions" as further defined below.

### **2. Definitions**

Any capitalized word or term used in this Service Schedule but not otherwise defined herein shall have the meaning given to it in the Master Software and Services Agreement.

- 2.1. "Critical Priority Error" means complete system failure where the Subscription Service is not available for use.
- 2.2. "High Priority Error" means a serious problem that materially affects the operational use of the Subscription Service.
- 2.3. "Major Enhancement Release" means a change or new release of the Subscription Service then in use by the Customer containing new functions, features and enhancements that have become part of the standard system.
- 2.4. "Minor Enhancement Release" means a change or new release of the Subscription Service then in use by the Customer designed to correct Problem(s) and/or provide minor functionality additions.
- 2.5. "On-Site Software" means Software, as defined in the MSA, that are installed and used on Customer's own systems or premises, on the license terms set out herein.
- 2.6. "Problem" means a failure of the Subscription Service to function substantially in accordance with the Documentation.
- 2.7. "Production Use" means the use of one or more functional application components to collect and manage real customer information for the purpose of serving actual customer needs; this is in contrast to "testing mode", where real customer information may be used, but only for the purpose of evaluation and testing.
- 2.8. "Regional Partner Agencies" or "RPAs" means government agencies or other entities that have signed an intergovernmental agreement with the Customer to be users of the Software. The roster of RPAs is subject to change over the Term of this Contract, as additional agencies may join, change status, or end participation via a written amendment to this Service Schedule.
- 2.9. "Support Authority" means the Customer's designated employee(s) authorized to approve additional, separately billable time & materials support work, beyond that included in this Service Schedule.
- 2.10. "Support Contact" means Customer's designated employee, a consultant providing services directly to the Customer, or another designated Customer representative with whom Versaterm will communicate when providing Support. The Support Contact must be knowledgeable about how the Subscription Service is being used and must be familiar with the operating environment under which it is being used.

- 2.11. "Source Code" means a collection of computer instructions written using a human-readable programming language. Source Code includes all material including, but not limited to, design documentation, User Documentation, reference manuals, libraries for the Software, and interface software, in any form (printed, electronic, or magnetic).
- 2.12. "Third Party Application" means a third-party service by a Third-Party Provider(s) approved by Versaterm to which the Customer and any Authorized User facilitates Versaterm's access to, and use of the Subscription Service, via an application programming interface or other means.
- 2.13. "Third Party Components" means any components of the Subscription Service provided by third parties, including open-source components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 2.14. "Third Party Data" means any data owned by a third party that the Customer accesses via the Subscription Service
- 2.15. "Third Party Providers" means third parties, including other vendors, federal agencies, state/provincial agencies, and local agencies that control products and/or databases with which the Subscription Service are to be interfaced but for the avoidance of doubt shall not include any Third Party Suppliers.
- 2.16. "Third Party Suppliers" means any party who provides products and/or services, including Open-Source Software and Third Party Components that contribute to the overall Subscription Service provided to the Customer by Versaterm.
- 2.17. "Versaterm Certified Browsers" means acceptable browsers on which Versaterm shall operate its Software. This internal list shall be maintained by Versaterm.

### 3. Service Schedule Information

#### 3.1. Software and Authorized Users

- Authorized Users: 618
- Software:

##### **CAD and Mobiles**

- vCAD (SaaS Services and Client Licenses)
- AVRR (SaaS Services)
- vMonitor (web-based Status Monitor)
- RemoteCAD/webCAD
- vMDT (Server and Client Licenses)
- vMobile (Server and Client Licenses)
- Versaterm Message Controller (VMC)
- VGI GIS Maintenance Tool
- Data Mart (VDM)
- Replicated CAD Database

##### **Third Party Components**

- 2 sets of VPN tunnels

##### **Interfaces**

- Digital EMS (ePCR)
- First Due Fire RMS
- GIS Interface
- Interra vMonitor API

- JDIC/CLETS/NCIC Interface
- Mark43 RMS
- Motorola MCC7500 Radio System (PTT/ERTT)
- Motorola Vesta 911
- PulsePoint
- RapidSOS
- ReddiNet
- Stancil Voice Recording
- Tablet Command
- WestNet Fire Alerting (First-In)

### 3.2. Regional Partner Agencies

- Culver City Police Department
- Culver City Fire Department
- El Camino College
- El Segundo Police Department
- El Segundo Fire Department
- Manhattan Beach Police Department
- Manhattan Beach Fire Department
- Hawthorne Police Department
- Gardena Police Department
- Hermosa Beach Police Department

### 3.3. Initial Subscription Term:

The fee for the Initial Subscription Term is expected to be **\$662,972**, but may change if additional software or services are purchased by the Customer from Versaterm, or if there is an increase in Sworn Officers. Upon Production Use (Task #21 of the Statement of Work (Exhibit A.1)), the Initial Subscription Term shall be paid in full within thirty (30) days, which shall set the date of future annual renewals (the "Subscription Payment Date"). The annual subscription Fee for subsequent years of Software as a Service (each a "Subscription Renewal Term") shall be paid in full on each annual Subscription Payment Date. Except where there is a delay caused by Versaterm, the Initial Subscription Term shall begin no later than three hundred (300) Calendar Days after the Project Initiation / Kick-Off (Task #2 of the Statement of Work (Exhibit A.1)).

Section 8(g) of the MSA shall not apply to this Service Schedule, as each Subscription Renewal Term under this Service Schedule will be subject to a maximum increase of 6%.

### 3.4. Fees:

3.4.1. Versaterm shall send invoices for the below Fees to Customer at the following e-mail addresses: [jkrok@rcc911.org](mailto:jkrok@rcc911.org), [skauuffman@rcc911.org](mailto:skauuffman@rcc911.org), [bill@cit-com.com](mailto:bill@cit-com.com). Should invoice email address change, Customer shall promptly notify Versaterm.

#### 3.4.2. Professional Services Fee

The total amount payable for Professional Services is **\$1,543,713.00**. Invoices for this Fee shall be issued upon the completion of each applicable milestone, as detailed in the table below, and shall be paid in full within thirty (30) calendar days after each invoice date.

<b>Milestone, as identified in the Statement of Work (Exhibit A.1)</b>	<b>Fee</b>	<b>Billing %</b>
Kickoff	\$154,371.00	10%
Provisioning (Build the Test Environment)	\$154,371.00	10%
Configuration Workshop #2	\$154,371.00	10%
Configuration Workshop #3	\$154,371.00	10%
Build the Production Environments	\$154,371.00	10%
Functional Acceptance Testing	\$154,371.00	10%
Train the Trainer Training	\$154,371.00	10%
Ready for Use (Ready for Training )	\$231,557.00	15%
Final Acceptance	\$231,557.00	15%

#### 3.4.3. Calculation of Subscription Fees

- i. Calculation. During the Production Period, the annual subscription Fee for the Software as a Service shall be calculated as the number of users in a User Class multiplied by their respective User Cost per Month (UCM) multiplied by 12.
- ii. User Classes. As of the Effective Date of this Service Schedule, the User Classes are:
  - a. Sworn Officers:  
 Number of Sworn Officers (NSO) is defined as the number of sworn employees as of the date that is ninety (90) days prior to the Subscription Payment Date, as certified by the personnel orders of the Police Department.  
 The NSO for the first full year of the Production Period is 618.
- iii. Should Customer resources become recategorized from sworn officers to other roles, additional user classes equivalent to unsworn first responder role made be added. Versaterm reserves the right to unilaterally determine the User Class and associated UCM.

#### 3.5. Egress and Connectivity

Versaterm will provision redundant Customer VPN end points for up to 2 connections. Each VPN connection has two tunnels that should be configured by Customer to provide redundancy. Customer is responsible for providing and configuring the required Customer Gateway VPN hardware and software.

Customer Data shall be made available for egress for a total of 300 gigabytes per month. Any egress connectivity beyond this rate shall be charged periodically at prevailing rates at the time and shall be paid in full when and as required, and also according to the termination provisions set forth in Section 20 "Orderly Termination" of the MSA.

#### 3.6. Database / Disk Storage

##### Initial Database Storage

- a. The initial database storage shall be made available as follows:
  - a maximum of 200 gigabytes for the CAD Production Databases;
  - a maximum of 200 gigabytes for the CAD Production Read-Replica Databases;

- a maximum of 100 gigabytes (combined) for the CAD Test/Implementation and Training Databases.
- b. For each Subscription Renewal Term, an automatic database storage increase of 10% of the initial database storage maximums, as listed in this subsection, will be provided to accommodate storage growth over time. For example, if it's an increase of 10%: Year 1 - 300GB, Year 2 - 330GB, Year 3 - 360 GB, Year 4 - 390 GB, Year 5 - 420 GB.

#### Initial Disk Storage

- a. The initial disk storage (for multimedia attachments and logs) shall be made available for a total maximum of 300 Gigabytes.
- b. For each Subscription Renewal Term, an automatic disk storage increase of 10% of the initial disk storage maximum, as listed in this subsection, will be provided to accommodate storage growth over time. For example, if it's an increase of 10%: Year 1 – 750GB, Year 2 – 900 GB, Year 3 – 1050 GB, Year 4 – 1200 GB, Year 5 – 1350 GB

Any storage use beyond these allocations will be charged at the current prevailing rates, and shall be paid in full when and as required and in accordance with Section 20 “Orderly Termination” of the MSA.

Versaterm will notify Customer of current database/disk storage consumption prior to the annual subscription renewal to allow Customer can take appropriate action (e.g., increase storage).

## **4. Onboarding**

- 4.1. Exhibit A to this Service Schedule shall include the following documentation detailing each party's roles and responsibilities for the onboarding of the Subscription Service:

Exhibit A.1 – Statement of Work

Exhibit A.2 – Project Implementation Schedule

Exhibit A.3 – Interface Control Document (ICD)

Exhibit A.4 – Customization and Enhancements Control Document (CECD)

Exhibit A.5 – Acceptance Testing

Exhibit A.6 – Training Course Outlines

Exhibit A.7 – Change Control Log

Exhibit A.8 – Customer-Supplied Hardware and Third Party Software

Exhibit A.9 – Documentation

## **5. License**

- 5.1. Compliance

The Customer will be responsible to Versaterm for compliance by Customer and all its Authorized Users and RPAs of the terms of this Section 5 of this Service Schedule.

- 5.2. License for Use - Subscription Service

Subject to the terms and conditions of the MSA and this Service Schedule, and the payment of the applicable Fees, Versaterm hereby grants to Customer, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the Subscription Service, as further detailed in Section 3. The Subscription Service shall



be accessible through a designated secure internet platform during the Term solely for the Customer's use in conjunction with the Customer's operations, and not for resale, access by third-parties, or for other commercial purposes. Apart from the rights enumerated herein, the Subscription Service do not include a grant to the Customer of any right to use, nor any ownership right, title, or other interest, in or relating to Subscription Service, nor in any copy of any part of the Subscription Service.

5.3. License for Use - On-Site Software, if applicable

Subject to the terms and conditions of the MSA and this Service Schedule, and the payment of the applicable Fees, and where applicable, Versaterm hereby grants to the Customer, for use by its Authorized Users, a non-exclusive license to use the On-Site Software, as further detailed in Section 3. The On-Site Software may only be used solely for the Customer's use in conjunction with the Customer's operations. Apart from the rights enumerated herein, the license does not include a grant to the Customer, of any right to use, nor any ownership right, title or other interest, in or relating to the On-Site Software, nor in any copy of any part of the On-Site Software.

5.4. Copies of User Documentation

Versaterm will provide Customer with access to the User Documentation, as may be updated from time to time. The Customer may use the User Documentation solely in connection with the use of Subscription Service, and may reproduce the User Documentation, provided that each copy thereby produced shall be marked with Versaterm's proprietary markings as delivered to the Customer. The Customer shall not use, print, copy, translate or display the User Documentation in whole or part for any reason other than those expressly authorized herein.

5.5. Restrictions on Use

In addition to the license restrictions set forth in Section 4 of the MSA, the Customer and its Authorized Users will not and will not knowingly permit any third party to: (i) share the Customer's or any Authorized User's login credentials; (ii) copy, modify, adapt, translate, or make derivative works of the Subscription Service, Third Party Data, or Third Party Components, or otherwise make any use, resell, distribute or sublicense the Subscription Service, Third Party Data or Third Party-Supplied Components other than as permitted herein; (iii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list for use in an implementation that is not connected to the services; (iv) hide or obscure any Authorized User's location with malicious intent or purpose; (v) permit access or use of the Subscription Service for any activities other than to enhance the Customer's own services, where reliance solely on or failure to use the Software could lead to death, personal injury, or property damage. The Customer and its Authorized Users will not access the Subscription Service if in direct competition with Versaterm and will not allow access to the Subscription Service by any party who is in direct competition with Versaterm and/or its Affiliates, except with Versaterm's prior written consent.

5.6. Third Party Applications

If Customer installs or enables a Third Party Application for use with the Subscription Service, Customer grants Versaterm permission to access Customer Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the Subscription Service. In no event will Versaterm be responsible for any Third Party Application, or any failure of a Third Party Application to properly interoperate with the Subscription Service. If Versaterm receives information that a Third Party Application may violate any applicable laws or third-party rights, Customer will, promptly upon receiving notice of the foregoing from Versaterm, disable any connection between such

Third Party Application and the Subscription Service to resolve the potential violation (and if Customer fails to promptly disable such connection, Versaterm shall have the right to do so).

#### 5.7. Third Party Components

Where there are any inconsistencies or conflict between the terms and conditions of Third Party Components and the terms herein, such additional terms shall govern the Customer's use of the applicable Third-Party Component. Third Party Component license(s) are restricted for use solely with Subscription Service.

VERSATERM, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

#### 5.8. Third-Party Data

Customer shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Customer and the provider of such Third Party Data. VERSATERM, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

#### 5.9. Customer Data

As between Versaterm and Customer, Customer owns and shall retain all rights, title, and interest, including, without limitation, all Intellectual Property Rights, in and to Customer Data. Customer shall have the sole responsibility for the accuracy, quality, and legality of the Customer Data, including obtaining all rights and consents necessary to share the Customer Data with Versaterm as set forth in this Agreement. Versaterm shall not access Customer user accounts or Customer Data except: (i) in the course of data center operations, (ii) in response to services or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at Customer's written request. Versaterm shall not collect, access, or use user-specific Customer information except as strictly necessary to provide the Subscription Service to the Customer.

#### 5.10. Software Enhancements and Optional Modules

Versaterm shall supply the following, subject to the Customer's payment of applicable Fees, and subject to and in accordance with the license rights, restrictions, terms, covenants, conditions, warranties, limitations, exclusions, and other provisions set forth herein:

- a. Major Enhancement Release(s) and/or Minor Enhancement Release(s) if any, to the Customer at no additional charge.
  - i. In the event of a Major Enhancement Release, Versaterm will deploy such upgrades to the Customer's systems, as scheduled in advance, with appropriate notification to the Customer. Customer shall have 60 days to test the Major Enhancement Release, after which, it becomes part of the Software.
  - ii. In the event of a Minor Enhancement Release, Versaterm will deploy such updates to the Customer's system, as scheduled in advance, with appropriate notification to the Customer. With the goal of keeping such environments reasonably current, the

Customer shall have 5 days to test the update, after which, the update shall become part of the Software.

- b. Interface modules that are developed by Versaterm for interfacing the Subscription Service to other software products; provided, that such modules are specifically included herein.
- c. Changes to Subscription Service. Versaterm software operates on a variety of common web browser types. Versaterm reserves the right to provide the Subscription Service using only Versaterm Certified Browsers.

#### 5.11. Disclaimer on Use

THE AUTOMATIC VEHICLE ROUTING RECOMMENDATION COMPONENT ("AVRR COMPONENT"), IF LICENSED UNDER THIS AGREEMENT, IS INTENDED FOR USE AS ONE FACTOR IN DETERMINING THE BEST VEHICLE ROUTING FOR THE CUSTOMER AND IS NOT INTENDED TO BE USED AS THE SOLE SOURCE FOR DETERMINING ROUTING, NOR WHICH VEHICLES TO DEPLOY TO ADDRESS ANY EMERGENCY SITUATION. THE AVRR COMPONENT IS HEAVILY DEPENDENT ON THE QUALITY OF THE SOURCE MAPPING INFORMATION INPUTTED BY OR ON BEHALF OF CUSTOMER AND VERSATERM WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ROUTING ERRORS AND/OR DELAYS, NOR ANY RESULTANT DAMAGE OR LOSS ARISING AS A RESULT OF THE MAPPING DATA OR FOR ANY DAMAGES OR LOSS CAUSED BY ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON THE AVRR COMPONENT.

## 6. Subscription Support

### 6.1. Site Access

When reasonably requested by Versaterm, the Customer shall provide access to its premises, staff, and authorities, provided Versaterm staff meet the security requires defined in Section 9 of this Service Schedule.

### 6.2. Software Support

During Production Use, Versaterm may make Support available through access to Versaterm's designated internet platform, and direct contact with the Customer. Such Support may consist of the periodic review of current outstanding questions and usage issues, new and upcoming releases of Major Enhancement and Minor Enhancements, and the periodic review of potential environment changes that could impact the use of the Subscription Services. State and Federal mandates relating to justice queries and reporting change from time to time. Reasonable changes to the following are considered included support items (at no additional cost):

- 6.3. a. JDIC/CLETS: Government mandated changes to JDIC/CLETS inquiries, and any impact on licensed functionality that relies on returned JDIC/CLETS data.Regular Telephone Support

During Production Use, Versaterm will make Support available by telephone to the Support Contact at substantially all times from 7:30 a.m. (EST) until 5:30 p.m. (Customer local time) each day except Saturdays, Sundays, and legal holidays in the jurisdiction of the Customer. To the extent possible by telephone, email, and remote communication, Versaterm will attempt to identify and provide a workaround for the Problem and will use reasonable efforts to provide a final solution for the Problem, if that applies. Versaterm will

normally respond to a telephone requests for Critical Priority Errors and High Priority Errors within thirty (30) minutes of receipt of the call.

#### 6.4. 7x24 Emergency Telephone Support

Versaterm will provide 7x24 Telephone Support that extends Support for problems identified as Critical Priority Error and High Priority Error to include all hours not already provided for within Regular Telephone Support. 7x24 Telephone Support allows the Customer's internal support staff that are technically capable and who first troubleshoot the problem, to authorize Versaterm to provide 7x24 Telephone Support.

#### 6.5. Termination of Corrective Action

Versaterm may, but need not, terminate its corrective efforts under this Exhibit at any time if, in its business judgment:

- a. The Customer fails to perform its obligations described herein; or
- b. The Customer is not using the then current unmodified version of the Software or other versions of the Software then supported by Versaterm; or
- c. Versaterm and/or the Customer is not able to reproduce the Problem in the applicable operating environment and verify that the Problem is in fact in the Software and not elsewhere; or
- d. The Problem is not material; or
- e. Further corrective efforts are not appropriate because the Problem has been identified and is caused by an external factor not within Versaterm's control; or
- f. Versaterm has declared the Problem as probably being caused by something external to the supplied Subscription Service, such as aberrations within the client's network (LAN and/or WAN and/or related network equipment). Versaterm will terminate work on this Problem unless the Customer authorizes further diagnosis effort that may be billable separately under this Agreement when and if the suspected external problem source is confirmed. If confirmed as being caused by an external source, then such work will be billed on a time and materials basis at the then prevailing hourly rates for Support (whether within or outside normal support hours) and can be authorized by e-mail by the designated Support Authority or other as designated in writing to Versaterm as having that authority.

#### 6.6. Third Party Applications

##### Responsibilities for Planned Updates.

Customer shall provide Versaterm with prompt notice, and in no case fewer than sixty (60) days' advance notice, of any update by the Third Party Provider of a Third Party Application. Subject to alignment with Versaterm's cloud patch schedule, Versaterm shall undertake commercially reasonable efforts to patch or update the Software in order to integrate it with the updated Third Party Application.

##### Responsibilities for Planned Upgrades.

Customer shall provide Versaterm with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party Provider of a Third Party Application. Subject to alignment with Versaterm's cloud patch schedule, Versaterm shall evaluate the time and resources required to patch or update the Software in order to integrate it with the upgraded Third Party Application. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price)

on which Versaterm would develop a patch, update, or upgrade to integrate the Software with the Third Party Application.

## 7. System Performance and Availability Standards

This Section 7 sets forth the performance and availability standards to which the Versaterm vCAD Software is expected to perform, provided Customer meets Versaterm's recommended hardware and network specifications, including server, desktop workstation and mobile configurations, and that the Customer uses the Software according to its intended design. Server hardware and software requirements, minimum workstation configurations, and network requirements are detailed in Exhibit A.8 of this Service Schedule. Specifications and requirements are subject to change to support future Major Enhancement Releases.

The measured times exclude any factors that may be caused by factors outside of Versaterm's control, such as, but not limited to, the network.

### 7.1. vCAD Transaction Response Times

The vCAD Software performance is based on transaction response times, which are measured from operator action until visual response is observed or until the operation is completed. Expected response times are not for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, querying external interfaces, attaching files, printing, or performing browse searches. For such types of data-dependent transactions, the response time results may vary depending on the amount of data involved, the sizes of the files involved, or the types of search criteria entered.

Below defined response times do not include dispatch recommendations/dispatching using AVL or AVRR, unless specified.

The approach taken will be to measure the performance of a series of identified transactions from a vCAD call-taker/dispatcher workstation while the Subscription Service is under normal and reasonable workload within the Production Use environment. Delays caused by the network will not be included in the response times.

When measuring response time, no browse transactions (ad-hoc queries against the database using the browse functions) or vCAD reports will be processed. The response times will be measured from vCAD workstations that meet the recommended workstation requirements as defined herein.

Running a vCAD session (i.e. signed on as a dispatcher), the following times will not be exceeded:

Transaction #1	Display "Add Call" form. Measured from the time the 'add call' function key is pressed until the form is displayed. Excludes first time the 'Add Call' form is invoked (form is being cached).	1 second 95% of the time
Transaction #2	Display call in queue - measured from when "ENTER" is pressed on completed call screen and the call is displayed in the pending queue.	1 second 99% of the time
Transaction #3	Validate address (from time last character entered to the display of district/beat/grid or invalid location form or display of matching street list). From time user tabs out of location field until successful geocoding occurs. Assumes full street name is	2 seconds 99% of the time

	entered or 2 full street names are entered for intersections.	
Transaction #4	Status change for single unit (enroute, onscene) - measured from when "ENTER" is pressed and unit status results are displayed on unit status.	1 second 95% of the time
Transaction #5	Retrieve Call using call number as a parameter. - measured from when call number is entered and "ENTER" is pressed until call is displayed.	1 second 99% of the time
Transaction #6	Display the recommended response units for the incident, measured from when the user enters the DP (Dispatch Recommendation) command to when the recommended units are displayed on the dispatcher screen. Assumes non-AVRR dispatch recommendation of 10 units or under.	1 second 99% of the time

### Navigational Transactions

Navigational transactions involve the ease of movement from screen to screen or field to field. The response time for navigational transactions is expected to usually take one second (or less).

Examples include:

- Tabbing from field to field in any screen within the Software
- Looking up valid values for a coded field

### 7.2. Availability Standards

During Production Use of the Subscription Service, the vCAD Software shall be available in the production environment 99.99% of the time. The following specifications define both availability and the method by which it is calculated:

Availability is expressed as a percentage of the maximum expected availability over a given period. The Software shall be available seven days per week, 24 hours per day. The percentage availability for any period will be calculated as follows:

$$(\text{Total Hours in Period} - \text{Hours System Unavailable}) \times 100 / \text{Total Hours in Period}$$

"Unavailability" is where the vCAD Software is completely and generally unavailable for the Customer's use (but not the use of any one Authorized User, or subset/group of users; or access from any one vCAD desktop, or group of vCAD desktops), and does not include any unavailability attributable to:

- a. Scheduled downtime for maintenance;
- b. Scheduled downtime for Major Enhancement Releases and Minor Enhancement Releases;
- c. scheduled downtime for operating system patch updates;
- d. downtime for upgrades or updates to system software components and tools integrated as part of the Subscription Services;
- e. downtime for upgrades or updates to cloud-based Third-Party Software Components and services integrated as part of the Subscription Services;

- f. downtime related to connectivity issues resulting from Customer or third-party-provided or managed Direct Connect or VPN access to hosted server or Customer internal network problems; Customer will be responsible for immediately notifying Versaterm of all third-party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise;
- g. an incident resulting from data or infrastructure or network provided and/or performed by the Customer;
- h. acts or omissions of Customer or any Customer user, Authorized User, or any employee, agent or independent contractor of the Customer;
- i. lack of availability or untimely response from the Customer that require the Customer's participation for resolution;
- j. the Customer's negligence or breach of the Customer's material obligations under the MSA or Service Schedule;
- k. any other cause(s) beyond Versaterm's reasonable control, including but not limited to those caused by Third Party Data, Third Party Applications, Third Party Provider, or Third Party Components or other third party software, as well as overall internet congestion, denial of service attack, or a force majeure event.

## **8. Security**

- 8.1. Versaterm agrees that all personnel Versaterm employs pursuant to this Service Schedule shall be subject to Versaterm's background and security checks and screening (collectively "Background Screening") at Versaterm's sole cost and expense as set forth in this paragraph. The Background Screening shall include, as a minimum, criminal record checks, local police record checks, and credit checks. Any additional Background Screening required by the Customer may be at additional cost.
- 8.2. FBI CJIS Security Addendum. Versaterm agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Service Schedule.

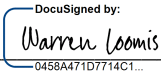
## **9. Transition Assistance**

- 9.1. Upon termination of the MSA or this Service Schedule for any reason, and subject to Fees due being paid in full, Versaterm will return Customer's data in a CSV or other mutually agreed upon format for each record ("Record") and provide them to the Customer for download. Records can be uploaded to Customer's new system by the Customer or its new vendor. The transition assistance described in this Section 9.1 is included in the Fees. All other Fees are due and payable up to the cut-off date of the Subscription Service.
- 9.2. As an optional Transition Assistance, Versaterm shall provide, at an additional fee, the database and other managed-services, as mutually agreed upon.
- 9.3. Notwithstanding the foregoing, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm.

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IN WITNESS WHEREOF, the Parties hereto have executed this Service Schedule as of the day and year indicated below.

**Versaterm Public Safety Inc.**

By:  \_\_\_\_\_  
Name: warren Loomis  
Title: President & CEO  
Date: 04/09/2025

**Customer**

By: \_\_\_\_\_  
Name:  
Title:  
Date:























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# Exhibit A.1

## Statement of Work

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## 1 OVERVIEW

This document is the Statement of Work defining the principal tasks, activities and responsibilities of the parties involved in the implementation of the Versaterm suite of products, including CAD, mobile, and interfaces; (collectively referred to as the System).

This Project is a collaboration between the South Bay Regional Public Communications Authority, hereafter “Customer”, and Versaterm, and is contingent upon both entities fulfilling their respective responsibilities as defined in the Contract and this Statement of Work.

### 1.1 PROJECT SUMMARY, OBJECTIVES, AND COMPLETION CRITERIA

This project will implement Versaterm’s Computer Aided Dispatch (vCAD), mobile data (vMDT and vMobile), and various related components for the Customer.

When all task criteria have been met for each task in this Statement of Work, the Versaterm project manager will provide written notification (via email) to the Customer’s project manager, specifying the task and confirming the criteria was met. Upon the Customer’s review and approval of the completed task, the Customer will notify the Versaterm project manager of the approval and will retain a copy of the confirmation for the purposes of any milestone payment(s) that are dependent on certain tasks.

## 2 ROLES AND RESPONSIBILITIES

### 2.1 PROJECT MANAGEMENT OVERVIEW

The Customer and Versaterm shall each appoint a project manager for the Project with the experience, knowledge, and authority to make decisions and carry out the tasks in the project implementation schedule and this Statement of Work. The project managers will be the primary points of contact between the Parties during the Project.

The Customer and Versaterm project managers will be responsible for directing and managing the Project to meet the Project objectives. The Customer and Versaterm project managers will be responsible for managing their respective project team resources and ensuring that project team members fulfill their responsibilities. Each will have access to resources necessary to complete the project (personnel, documents, physical areas, etc.), and will be responsible for coordinating administrative and technical decisions on the Project.

### 2.2 PROJECT MANAGEMENT TOOLS

The following project artifacts will be maintained during the Project:

- Schedule (will be in Excel spreadsheet format)
- Action item log
- Change Control Log

### 2.3 VERSATERM PROJECT MANAGER

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Project management services are a large part of what Versaterm provides and occurs throughout the Project as part of every task. The Versaterm project manager is available to the Customer on a daily (workday) basis (not just at designated points in time). The Versaterm project manager is responsible for, but not limited to, the following:

### 2.3.1 PLANNING AND EXECUTION

- Maintain Project implementation schedule.
- Ensure Versaterm tasks are executed on time.
- Coordinate and oversee the installation of all licensed Versaterm Application Software as well as all System Software and Third-Party Software included in the Contract.
- Coordinate and oversee the development efforts of all contracted interfaces.

### 2.3.2 COMMUNICATIONS

- Prepare project status reports identifying overall project status, recent accomplishments, outstanding issues, risks, action items and upcoming events.
- Maintain regular communication with Customer's project manager, providing timely responses, no later than five (5) Business Days, to issues raised by the Customer's project manager.
- Conduct, or participate in, weekly conference calls to discuss project status updates, open issues, and identified risks. Calls may be waived by mutual agreement.
- Work with Customer project managers and staff to resolve identified issues and mitigate project risks identified as requiring action.
- Facilitate communication between Customer resources and Versaterm resources for interface tasks.
- Assist Customer project manager with developing a Communication Plan.

### 2.3.3 RESOURCE MANAGEMENT

- Manage internal Versaterm resources and efforts (technical tasks, implementation tasks, Support during the Configuration Phase, interface development efforts)
- Communicate with Customer resources regarding work effort in coordination with the Customer project manager

### 2.3.4 CONFIGURATION WORKSHOPS

- Assist the Versaterm implementation specialist during configuration workshops

### 2.3.5 TRAINING

- Assist the Versaterm implementation specialist in conducting Versaterm Trainer Training
- Provide support during the Customer Trainer Training
- Provide support during the Customer End-User Training

### 2.3.6 TESTING

- Coordinate Versaterm resources during test period.
- Assist Customer in conducting testing.
- Work with Customer and 3rd Party vendors (as needed) to address any testing errors that may occur.

### 2.3.6 ROLLOUT

- Provide support during cutover
- Provide support during post-cutover testing and refinement period

### 2.3.7 OTHER

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- Oversee invoice preparation

## 2.4 CUSTOMER PROJECT MANAGER

The Customer's project manager is responsible for overseeing the implementation of the Project. The Customer's project manager is responsible for, but not limited to, the following:

- Maintaining regular communications with the Versaterm project manager.
- Managing the efforts of the Customer's staff.
- Coordinating Customer activities with the Versaterm project manager.
- Participating in conference calls and meetings with the Versaterm project manager to discuss Project status updates, project issues, risks including mitigation efforts, and upcoming activities.
- Reviewing Versaterm's Project status reports.
- Tracking overall Project status.
- Tracking and resolving outstanding Customer issues and action items for action item log.
- Providing timely responses, no later than five (5) Business Days, to issues raised by the Versaterm project manager.
- Facilitating communication between Customer and Third-Party resources and Versaterm's resources for Interface tasks.
- Managing communications and coordinating project activities with outside agencies and Third-Party vendors directly under contract with the Customer.
- Coordinating Versaterm access (onsite, and remote).
- Coordinating approval and execution of Change Orders and Amendments as needed.

## 2.5 ROLES AND RESPONSIBILITIES DURING THE PROJECT

This section describes the roles and responsibilities of key Project resources throughout the duration of the Project.

### 2.5.1 VERSATERM RESPONSIBILITIES

Versaterm's overall responsibility is to establish a designated project team for the duration of this project that have the expertise to carry out the assigned Project tasks and responsibilities. The team will use their expertise to provide information, guidance, and suggestions to the Customer regarding system requirements, implementation and configuration options, and workflows as appropriate. As the Versaterm project team members will not be 100% dedicated to this project, Versaterm is also responsible for ensuring that the team members have ample time and resources to fulfill their responsibilities according to the Project implementation schedule.

When appropriate, Versaterm will connect to Customer infrastructure, workstation(s), and/or MDT(s) via VPN access. (The Customer will provide VPN for Versaterm at no cost.)

### 2.5.2 VERSATERM PROJECT TEAM

The Versaterm project team will consist of a project manager, an implementation specialist, and a technical lead.

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The **Versaterm implementation specialists** are responsible for delivering the configuration workshops to the Customer project team, assisting the Customer in configuring the CAD and mobile, and reviewing business re-engineering options.

The **Versaterm technical lead** is responsible for delivering the technical aspects of the project and providing technical support to the project.

---

### 2.5.3 CUSTOMER RESPONSIBILITIES

The Customer's overall responsibility is to establish a designated project team for the duration of this project. The project team members should have the expertise to carry out the assigned Project tasks and responsibilities as indicated in this Statement of Work. The Customer must ensure that Customer personnel have ample time, resources, and expertise to carry out their assigned Project tasks and responsibilities.

The Customer is responsible to provide desktop computers and mobile workstations for the Customer to use during the Configuration phase. The Customer workstations must meet Versaterm's minimum specifications as specified in Exhibit A.8 Customer Supplied Hardware and Third-Party Software. Additionally, the Customer must provide Versaterm with VPN connectivity with remote desktop access to Customer's computers for troubleshooting workstation related items. When appropriate, Versaterm will connect to Customer infrastructure, workstation(s), and/or MDT(s) via a VPN connection.

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### 2.5.4 CUSTOMER PROJECT TEAM

The Customer will provide a project team consisting of, but not limited to, the following roles, which may change based on project need:

- Technical lead
- Application administrator
- GIS specialist
- Infrastructure specialist
- Police & Fire Dispatch specialists
- Police & Fire Mobile specialists

## 2.6 PROJECT SCHEDULE

The Project implementation schedule will be maintained by Versaterm's project manager and updated as necessary over the course of the Project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process.

## 2.7 CHANGE ORDERS

When a significant change to the Project occurs – as defined by the Customer and Versaterm project managers, a change order will be logged in Exhibit A.7 Change Control Log. **Error! Reference source not found.** The Versaterm project manager will be responsible for updating the project schedule as needed to reflect the change, as agreed upon with the Customer project manager.



### 3 SOFTWARE DELIVERABLES

This section describes the Project’s software deliverables to be provided by Versaterm. Detailed information regarding some deliverables may be found elsewhere such as the Interface Control Document (Exhibit A.3).

#### 3.1 SOFTWARE

- See Service Schedule vCAD SaaS 3.1

#### 3.2 INTERFACES

- See Exhibit A.3 - Interface Control Document

#### 3.3 REDUNDANCY AND BACKUP DELIVERABLES

The Versaterm cloud CAD makes use of multiple back-end application instances, supporting an active-active configuration, that are load balanced across Amazon Web Services (AWS) Availability Zones (AZs). Availability Zones are separate datacenters connected to each other via low latency network links and separate infrastructure. This makes the CAD system not only highly available, but fault tolerant as well since an outage of a single node or availability zone (datacenter), will not cause an extended outage to the end user (users will be automatically re-directed to the surviving datacenter/nodes where they may have to re-authenticate/login to the CAD). While the Versaterm CAD vCloud configuration provides resiliency across datacenters/AZs, it does not protect against an outage of the entire AWS GovCloud Region.

System users connect to the vCAD application by means of a highly available load balancer in the AWS infrastructure, which will authenticate the user against Customer’s Active Directory (AD) user stores and Active Directory Federation Services (ADFS), then direct the user to one of the availability zones (datacenters). Versaterm is responsible for all configuration and integration work of the Versaterm solution, including the AWS load balancer, to function appropriate and leverage industry standard Security Assertion Markup Language (SAML) authentication to ADFS. Two-factor authentication for the client workstations and mobile workstations is the Customer’s responsibility.

The underlying application and data files are stored across the AZs, which provides resiliency. Multiple copies of the files and database are maintained. This configuration will provide the 99.99% availability as well as 99.999999999% (11-9s) durability of stored data (for files stored on and backed up to AWS S3 data storage).

All data in the CAD is encrypted at rest and in transit including database backups and data files. A strict backup mechanism further ensures that the entire environment is safe should any unforeseen problem cause major issues in the main environments. A rotation of daily and monthly snapshot backup files will be copied to AWS’s S3 file storage system, which is encrypted and highly resilient (a minimum of 3 copies of the data is kept).

### 4 STATEMENT OF WORK TASKS

This section describes the Project’s major implementation tasks, identifying Customer and Versaterm responsibilities, prerequisites, Versaterm deliverables and completion criteria for each task.

The precursors, start dates and durations, and responsible resources for each task are tracked in Exhibit A.2 Project Implementation Schedule.

## 4.1 PLANNING PHASE

### TASK #1 PROJECT START

The Project will officially start upon the Effective Date of the Contract. In this task, the Customer and Versaterm project managers will hold a series of remote meetings to initiate the project. The project managers will establish the Project action item log, confirm a communication plan, and update the project schedule.

#### VERSATERM RESPONSIBILITIES

- Schedule the meeting to initiate the project with the Customer project manager.
- Collaborate with the Customer's project manager to design the format of the action item log, and the change control log.
- Collaborate with the Customer's project managers to establish and confirm the communication plan.

#### CUSTOMER RESPONSIBILITIES

- Host the meeting to initiate the project with the Versaterm project manager.
- Collaborate with the Versaterm project manager to design the format of the action item log and the change control log.
- Collaborate with the Versaterm project manager to establish and confirm the Communication Plan.

#### PREREQUISITES

- Contract Execution.

#### VERSATERM DELIVERABLES

- The action item log and change control log formats have been established.

#### TASK COMPLETION CRITERIA

- The required discussions have been held.
- The Customer has approved the format of the action item log and the change control log.
- The Customer and Versaterm have confirmed the communication plan.

### TASK #2 PROJECT INITIATION/KICKOFF

Customer and Versaterm project managers will collaborate to develop the agenda and materials for a remote Project kick-off meeting to introduce the project to Customer project team and key stakeholders. This meeting will include a high-level presentation covering the following topics:

- Overall project scope
- Customer project team introduction
- Customer project team requirements, roles, and assignments
- Versaterm project team introduction
- Versaterm roles and responsibilities
- Project implementation schedule
- Other key project details (e.g., risks, communication plan)

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As part of the scope and responsibilities review, Versaterm will prepare an initial system diagram identifying the environments to be developed during the project (i.e., Development, Test, Production), with their purpose and a description of how each will be updated.

#### VERSATERM RESPONSIBILITIES

- Work with the Customer to develop the kickoff Presentation.
- Participate in the Project kickoff meeting.
- Provide initial system diagram.

#### CUSTOMER RESPONSIBILITIES

- Invite project team and other key stakeholders to attend meeting.
- Participate in the Project kickoff presentation.

#### PREREQUISITES

- Project Start.

#### TASK COMPLETION CRITERIA

- Project kickoff meeting concluded.
- Initial system diagram submitted to customer.

## 4.2 CONFIGURATION PHASE

The purpose of the configuration phase is to build and configure the System.

These tasks and deliverables include both technical tasks and software familiarity tasks. Technical tasks involve activities such as the setup of the software, the development of the interfaces, whereas software familiarity tasks involve several activities that take place in the form of configuration workshops.

Configuration workshops provide the Customer's project team with an overall understanding of the Versaterm applications and interfaces, including various configuration options.

Three (3) configuration workshops will be delivered by Versaterm to the Customer's project team, in addition to sessions focused on special topics as deemed appropriate by Customer and Versaterm.

The topics covered in each workshop week are prepared by Versaterm (designed to provide a gradual learning experience), where each day will incorporate a combination of product demonstrations, system configuration explanations, business practice analysis, business workflow process discussions, and hands-on exercises. In addition to product familiarization, the workshops also focus on discussing current-versus-future workflow processes, and the impacts the future process will have on the affected end-users.

It is the Customer and Versaterm's intention to conduct configuration workshops in person at a classroom facility provided by the Customer, unless mutually agreed that a workshop would be conducted remotely. The classroom will remain operational to the Customer's project team members for the duration of the project for configuration and testing assignments. The classroom facility must include 2 computer projectors, a computer workstation for the instructor and a computer workstation for each Customer's project team participant. Each workstation should be equipped with two monitors.

### TASK #3 ESTABLISH VPN CONNECTIVITY TO VCLLOUD

The Versaterm vCloud is hosted by AWS (Amazon Web Service) and network connectivity to the Versaterm vCloud is accomplished via secure virtual private network (VPN) encrypted tunnels. This task will establish secure connectivity between the Customer network and Versaterm vCloud based on guidelines and instructions provided by Versaterm.

#### VERSATERM RESPONSIBILITIES

- Provide the Customer with the latest version of Versaterm's 'vCloud VPN Connectivity' document.
- Assist the Customer with understanding the external network connectivity options such as AWS Direct Connect and Internet Service Provider circuits, static and dynamic routing (BGP), network address translation (NAT) and VPN requirements to ensure Customer access to the Versaterm vCloud environments.
- Provide details on the required Customer network ports that must be opened and/or configured to access applications in the Versaterm vCloud.
- Review the Customer VPN endpoint device(s) information to ensure there are no known compatibility issues with VPN tunnels, BGP routing, NAT, AWS compatibility, etc.
- Provide NAT IP CIDR range to the Customer.
- Provide AWS VPN information and configuration instructions to configure the Customer VPN endpoint device(s).
- Provide BGP configuration information if dynamic routing has been selected, or static routing configuration information if static routing has been selected.
- Provision the required AWS networking services for Customer VPN access.
- Perform network connectivity testing over VPN and validate dynamic route advertisements.
- Perform VPN tunnel and routing failover testing.

#### CUSTOMER RESPONSIBILITIES

- Determine external network connectivity provider(s) – AWS Direct Connect and/or internet service provider (ISP). The Customer is responsible for any service agreement(s) and/or contract(s) with selected provider(s).
- Determine dynamic BGP (preferred) or static routing configuration option.
- Determine the on-premises VPN endpoint device(s) (aka AWS Customer Gateway) manufacture and model (e.g., Checkpoint, Cisco, Fortinet, Palo Alto, etc.), and software version and provide that information to the Versaterm team.
- Provide public IP address(es) for on premise VPN endpoint device(s).
- Provide an approximate number of devices inside the on-premises network(s) that will connect to Versaterm vCloud.
- Ensure all network ports and services are opened or configured as per Versaterm requirements.
- Configure all relevant on-premises networking services for access to the Versaterm vCloud environments.
- Perform network connectivity testing over VPN and validate dynamic route advertisements.
- Perform VPN tunnel and routing failover testing.

#### PREREQUISITES

- Project Start.

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#### VERSATERM DELIVERABLES

- 'vCloud VPN Connectivity' documentation.

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#### TASK COMPLETION CRITERIA

- The Customer has established redundant network connectivity with VPN encryption to the AWS Cloud environment.
- Ability to demonstrate connectivity from the on-premises workstations to resources within the vCloud environment.

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#### TASK #4 PROVISIONING NON-PRODUCTION ENVIRONMENT

System implementation will be conducted on the AWS (Amazon's Web Service) "non-prod" environment. In this configuration the non-prod (non-production use) environment will contain both a test system and a training system. Both systems will be available for implementation use. The test system will be used for interface development and testing while the training system will be used for the core implementation tasks. As interfaces are completed, they will also be installed on the training system in coordination with the Customer's team.

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#### VERSATERM RESPONSIBILITIES

- Provide the AWS Cloud computing system containing the System training and test systems.
- Assist the Customer with AWS networking configurations and ensuring access to the AWS Cloud non-prod environment.
- Provide details on required ports that must be opened or configured.

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#### CUSTOMER RESPONSIBILITIES

- Configure networking for access from the Customer network to the AWS Cloud non-prod environment.

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#### PREREQUISITES

- Project Kickoff Meeting concluded.

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#### VERSATERM DELIVERABLES

- Configure implementation system (vCAD training and test systems) in the AWS Cloud.

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#### TASK COMPLETION CRITERIA

- The vCAD training and test systems have been installed and configured in the AWS Cloud.

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#### TASK #5 CONFIGURE TRAINING CLASSROOM

A Training classroom is required for the CAD implementation. This room should be a dedicated space for the duration of the Project as it will be used to conduct on-site workshops and support ongoing configuration activities. To facilitate remote configuration activities by Versaterm, workstation images accessible by VPN will also be required.

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#### VERSATERM RESPONSIBILITIES

- Assist the Customer with training room equipment requirements.

## CUSTOMER RESPONSIBILITIES

- Provide remote VPN access capability to two (2) implementation Windows based computer images running on the Customer network – provisioned exclusively for Versaterm implementation support.
- Confirm completion of required background checks for Versaterm project team members.
- Provide a suitable classroom facility, workstations and equipment that meet minimum specifications as set out in Exhibit A.8 Customer Supplied Hardware and Third Party Software and confirm networking access to the AWS Cloud non-production environment.

## PREREQUISITES

- Project Kickoff Meeting concluded.

## VERSATERM DELIVERABLES

- Work with the Customer to develop the training classroom.

## TASK COMPLETION CRITERIA

- The Customer has setup the training classroom.
- Backgrounds checks are completed.

## TASK #6 CONFIGURE CAD IMPLEMENTATION SYSTEM

Configure the CAD and mobile Application Software and install the vCAD/vMDT/vMobile client software within the designated Customer's project classroom workspace and on each of the team's workstations.

## VERSATERM RESPONSIBILITIES

- Configure the Versaterm server Application Software installed in the AWS Cloud.
- Connect the System to the Customer's Active Directory.
- Load mutually agreed upon initial tables such as 'User Identification Numbers'.
- Load the street files, if available.
- Configure the initial CAD and MDT MapViewer.
- Provide the Customer with the CAD and mobile Application Client Software for installation on the classroom workstations and the Customer's project team's workstations.

## CUSTOMER RESPONSIBILITIES

- Assist Versaterm as needed.
- Provide GIS shapefiles and map packages as required to create the master street index file and initial map configuration.
- Work with Versaterm to identify the initial tables to be loaded such as 'User Identification Numbers'.
- Create Active Directory user accounts required by the Versaterm and the Customer's project team to access the Versaterm application suites.
- Install and configure client Application Software on designated workspace and project team workstations.

## PREREQUISITES

- Provisioning non-production environment.

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**VERSATERM DELIVERABLES**

- Versaterm-provided documentation on how to install and configure the client modules on Customer workstations and mobile devices.

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**TASK COMPLETION CRITERIA**

- The vCAD Application Software is configured in the AWS Cloud; and
- The CAD and mobile Client Application Software installed on the workspace and project team's workstations and is fully functional.

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**TASK #7 CONDUCT CAD CONFIGURATION WORKSHOP #1**

Versaterm will conduct configuration workshop #1 with the Customer project team to review CAD configuration options. Versaterm shall conduct in-depth demonstrations of the CAD and mobile applications, identifying functionality supported, re-engineering points and configuration choices. Versaterm will also provide the training necessary to: enter the data in the core CAD database tables (incident type codes, status codes, unit definitions, etc.); review available configuration parameters to meet the Customer's operational needs of the CAD and mobile applications; review CAD commands and identify custom command names; and develop status windows for display of desired incident and unit information (pending call queues, active unit display, etc.).

After the workshop is completed, Versaterm will provide specific action items for the Customer's project team to complete before the second configuration workshop.

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**VERSATERM RESPONSIBILITIES**

- Coordinate and schedule the configuration workshop #1 with the Customer's project managers.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshop.
- Provide one reproducible copy of the documentation and any required workshop materials (configuration guides) in electronic format two weeks prior to the scheduled workshop.
- Conduct in-depth demonstrations of the Application Software, identifying functionality and features supported, re-engineering points and configuration options.
- Provide hands-on exercises for the project team members to get familiar with the Systems.
- Assist the Customer's project team in reviewing the Customer's existing business processes as compared with System data flow and table options.
- Document any issues discussed during the configuration workshop that need to be resolved.

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**CUSTOMER RESPONSIBILITIES**

- Coordinate the scheduling of the configuration workshop #1 with the Versaterm project manager.
- Identify and schedule the configuration workshop #1 attendees.
- Provide the required documentation and materials (configuration guides) for configuration workshop #1 to the participants.
- Ensure that designated configuration workshop #1 participants participate in the scheduled workshop.
- Prepare and lead reviews and discussions of the Customer's existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

**PREREQUISITES**

- CAD test and training environments have been set up.
- Application Software has been delivered and installed.

**VERSATERM DELIVERABLES**

- Configuration workshop #1 material (configuration guides) in electronic format for each workshop participant.
- Delivery of configuration workshop #1.

**TASK COMPLETION CRITERIA**

- Configuration workshop #1 completed.
- Workshop participants have received sufficient training to navigate and begin the CAD and mobile configuration.
- Any required Customer business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the action item log.
- The Customer's CAD and mobile implementation resources have received the required training to complete the tasks.

**TASK #8 VERSATERM GIS INTERFACE INSTALLATION AND TRAINING**

CAD, mobile, and several other components within the System will utilize the Customer provided geographic information system (GIS) data. It is the Customer's responsibility to provide and maintain the GIS data that will be used by these components. The GIS Interface in Exhibit A.3 Interface Control Documents establishes the requirements for the System's GIS information.

The Versaterm GIS Interface (vGIS) creates the required System GIS data files by extracting the required information from ESRI shape files provided by the Customer.

The successful deployment of the System is contingent upon the Customer providing the required GIS data in the proper format and with the proper content.

As part of this task, Versaterm will provide training to the designated members of the Customer's project team to provide an overview of the System's GIS structure and to review the requirements for the vGIS data files. This training will also provide instruction on how to use the vGIS tool to extract geo-related information (street names, ranges, intersections, addresses) from the map-based (ESRI) shape and landmark/common place name files for loading into the System's Street Index.

Following this training and throughout the Project, Versaterm will provide assistance and guidance as required to the Customer's GIS personnel in obtaining, merging, pre-processing, and loading the required GIS data into the System and adequately testing and correcting.

**VERSATERM RESPONSIBILITIES**

- Coordinate and schedule the vGIS training session with the Customer's project manager.
- Provide vGIS training session requirements to the Customer's GIS lead.
- Provide required skills and any pre-requisite training required by trainees.



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- Provide documentation and material required for the training in a format suitable for reproduction in electronic format prior to the scheduled training sessions.
- Provide any mutually agreeable updates to the ESRI Geofile section of the Interface Control Document (ICD) **Error! Reference source not found.** prior to the scheduled Training Session.
- Provide network requirements to access the vGIS software tool.
- Lead and provide remote vGIS training session that provides an overview of the System's GIS structure, reviews the GIS data file requirements, and provides instructions on how to configure and run the vGIS tool.
- Provide the Customer with assistance and guidance in obtaining, merging, processing, and loading the ESRI GIS data into the vGIS and Versaterm's CAD.
- Assist the Customer's GIS lead with resolving any issues the Customer encounters.
- Respond to Customer questions in a timely manner.
- Assist, as required, with analyzing vGIS errors resulting from loading Customer-provided GIS data into the System.

#### CUSTOMER RESPONSIBILITIES

- Gather, prepare, and pre-process the required GIS data for the training session.
- Provide network access to the AWS-based vGIS tool.
- Coordinate the scheduling of the remote vGIS training session with Versaterm's project manager.
- Identify and schedule the vGIS training session trainees.
- Reproduce and provide the required documentation and training materials to vGIS training session trainees.
- Ensure that the designated trainees attend the scheduled vGIS training session.

#### PREREQUISITES

- Configuration workshop #1
- Required GIS data available in the required format and with the proper content.

#### VERSATERM DELIVERABLES

- GIS data required for the training session in the proper format and with the proper content. Access to the vGIS tool from the Customer provided workstations.
- vGIS Training documentation and material for each trainee.
- Completed vGIS training session per the project schedule.

#### TASK COMPLETION CRITERIA

- Completed vGIS training session.
- Trainees have been adequately trained on the agreed upon vGIS Training topics and are able to successfully generate GIS data from the vGIS and load the resulting data into the CAD.

### TASK #9 CONDUCT CAD CONFIGURATION WORKSHOP #2

The second CAD configuration workshop is a continuation of the first CAD configuration workshop. Prior to the workshop, Versaterm will review the progress achieved by the Customer's project team since the first CAD configuration workshop. At the workshop, Versaterm will provide a more in-depth understanding of the Versaterm applications (CAD and mobile), using product demonstrations, hands-on exercises and group discussions. Versaterm will provide detailed demonstrations of additional configuration options and will facilitate further discussion of business process re-engineering opportunities. The Customer's project team will be expected to present current business practices that were not covered in the first configuration workshop.

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After the week is completed, Versaterm will provide specific action items for the Customer's project team to work on before the next scheduled configuration workshop.

#### VERSATERM RESPONSIBILITIES

- Coordinate and schedule the CAD configuration workshop #2 with the Customer's project managers.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshop.
- Conduct additional in-depth demonstrations of the Application Software, identifying functionality supported, re-engineering points and configuration options.
- Review the configuration progress to-date, identifying remaining tasks.
- Review outstanding configuration and business process re-engineering issues.
- Review configuration options relating to interfaces.
- Review project plan and status of various implementation tasks, and document assignments made, target completion dates, and any issues yet to be resolved.
- Provide a report at the end of the configuration workshop that includes a list of tasks and key decisions to be completed by the Customer prior to the next workshop.

#### CUSTOMER RESPONSIBILITIES

- Coordinate the scheduling of CAD configuration workshop #2 with the Versaterm project manager.
- Identify and schedule CAD configuration workshop #2 participants.
- Ensure that designated CAD configuration workshop #2 participants fully participate in the scheduled workshop.
- Prepare and lead reviews and discussions of Customer existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

#### PREREQUISITES

- CAD configuration workshop #1.
- Versaterm GIS Interface (vGIS) Training.
- GIS data processed.

#### VERSATERM DELIVERABLES

- Delivery of configuration workshop #2.

#### TASK COMPLETION CRITERIA

- CAD configuration workshop #2.
- Workshop participants have received sufficient training to continue the System configuration.
- Any required Customer business process re-engineering points covered during the workshop have been identified and documented.
- The list of tasks and key decisions have been provided to the Customer.
- All identified issues have been documented in the action item log.

#### TASK #10 CONDUCT CAD CONFIGURATION WORKSHOP #3

- The third CAD configuration workshop is a continuation of the second CAD configuration workshop. The objectives of the third CAD configuration workshop are to review the Customer project team's progress,

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cover all functionality and features that have not been covered already, discuss the business process re-engineering decisions, and impacts to the processes, confirm the configuration options and address any open issues.

- Versaterm will provide additional product demonstrations and hands-on exercises, as well as discuss the objectives of the next project phases (testing and training) with the project team and project managers.
- After the week is completed, Versaterm will provide specific action items that need to be completed before the next phase of the project.

#### VERSATERM RESPONSIBILITIES

- Coordinate and schedule the CAD configuration workshop #3 with the Customer's project managers.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshop.
- Conduct additional in-depth demonstrations of the Application Software, identifying functionality supported, re-engineering points and Configuration options.
- Assist the Customer's project team in reviewing existing Customer business processes and forms as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document issues.
- Review the configuration progress to-date.
- Review outstanding configuration and business process re-engineering issues.
- Answer questions and conduct in-depth demonstrations of the Application Software functionality as required.
- Review progress and demonstrate Interface functionality developed to-date.
- Review additional configuration options.
- Review outstanding implementation issues and answer questions as required.
- Review go-live date, training schedule, and materials required to prepare training courses.
- Review project plan and status of upcoming implementation tasks, and document assignments made, target completion dates, and any issues yet to be resolved.
- Provide a report at the end of the implementation session that includes a list of tasks and key decisions to be completed by the Customer.

#### CUSTOMER RESPONSIBILITIES

- Coordinate the scheduling of the CAD configuration workshop #3 with the Versaterm project manager.
- Identify and schedule the CAD configuration workshop #3 participants.
- Ensure that designated CAD configuration workshop #3 participants fully participate in the scheduled workshop.
- Prepare and lead reviews and discussions of Customer existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

#### PREREQUISITES

- CAD configuration workshop #2.

#### VERSATERM DELIVERABLES

- CAD configuration workshop #3.
- Documentation of issues.

## TASK COMPLETION CRITERIA

- Delivery of CAD configuration workshop #3.
- All identified issues have been documented in the action item log.
- The list of tasks and key decisions have been provided and the Customer's project team has received the required training to complete the remaining tasks.

## TASK #11 INTERFACES

The Interfaces identified in Exhibit A.3 Interface Control Document will be developed, installed, and tested.

Interface development will follow Agile methodology to allow for contingencies (i.e., certain things can change once development begins, subject to mutual agreement). While Exhibit A.3 serves to provide a high-level definition of the scope, expectations and roles/responsibilities of each interface, there is flexibility for making changes to the Interface expectations once the development and testing process begins, so long as Versaterm and the Customer mutually agree to any changes.

Any agreed upon and significant changes are documented in conformance to Exhibit A.7 Change Control Log, and must be executed prior to continuing with the interface development effort.

## VERSATERM RESPONSIBILITIES

- Collaboratively, with the Customer and other Interface stakeholders, design, develop and install the Interfaces in accordance with each Interface's ICD.
- Discuss with the Customer and other interface stakeholders any required changes in Interface implementation from the Interface's ICD.
- Document additional detail and any mutually agreed upon exceptions and/or deviations from an interface's ICD in a revised ICD for that interface.
- Prepare a Change Order, for any significant changes to an Interface's ICD.
- Schedule Interface tests prior to the scheduled testing.
- Perform testing on the Interfaces and provide the Customer with verification of functionality.

## CUSTOMER RESPONSIBILITIES

- Collaboratively with Versaterm and other Interface stakeholders participate in the design, development, and installation of the Interfaces in accordance with each Interface's ICD.
- Review and approve any required changes to an Interface ICD.
- Arrange for execution of mutually agreed upon ICD Change Orders.
- Provide the most updated documentation available from appropriate third-party Interface stakeholders as required by Versaterm to complete the Interfaces.
- Provide all liaison support with third party Interface stakeholders as required to support the development, installation, and testing of the Interfaces.
- Complete the tasks listed as Customer responsibilities specified in Exhibit A.3.
- Coordinate with Versaterm and third-party Interface stakeholders to schedule Interface tests.
- Verify the functionality of the Interfaces.

## PREREQUISITES

- Set up Development/Test Environment

#### VERSATERM DELIVERABLES

- Documentation for any changes to the Interface Control Document.
- Design specifications for each interface defined in the Interface Control Document.
- Implementation and testing of Interfaces as defined in the Interface Control Document.
- Training as appropriate for each interface.

#### TASK COMPLETION CRITERIA

- The Change Control Log updated to reflect any mutually agreed upon changes.
- Versaterm provides written verification that the set of System Interfaces are installed and tested to verify that they operate in accordance with the ICDs contained in Exhibit A.3.

### TASK #12 PROVISIONING PRODUCTION ENVIRONMENT

System production use will be conducted on the AWS production environment. In this configuration the production (production use) environment will contain the production system. This production system will be installed by Versaterm and will consist of all System implementation data and interfaces (once completed). Although not mandatory, Versaterm does recommend training be performed on the production system to exercise the entire system. Versaterm will notify the Customer when it is satisfied that the System is ready for Training and Functional Acceptance Testing in the production environment.

#### VERSATERM RESPONSIBILITIES

- Provide the AWS Cloud computing system containing the production system.
- Assist the Customer with AWS networking configurations and ensuring access to the AWS Cloud prod environment.
- Provide details on required ports that must be opened or configured.
- Migrate configuration data from implementation / test environment to the production environment (including Customer's GIS data).
- Conduct informal system testing on the Production environment prior to the formal system testing performed by the Customer.

#### CUSTOMER RESPONSIBILITIES

- Configure networking for access from the Customer network to the AWS Cloud prod environment.
- Ensure all ports/services are opened or configured as per Versaterm requirements.

#### TASK COMPLETION CRITERIA

- The production environment is configured and tested with Customer-specific requirements (as configured during system Implementation), and the parties agree that it is operational.

## 4.3 TRAINING AND TESTING PHASE

### TASK #13 INTERFACE INTEGRATION TESTING

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The purpose of interface integration testing is to demonstrate and verify that all interfaces specified in the Interface Control Document meet or exceed the functionality and performance and that each interface is operational and ready for Functional Acceptance Testing.

Exhibit A.5 Acceptance Test Plan provides details regarding the strategy, schedule, dependencies, environment, problem tracking and remedies, and completion criteria.

An Interface will be excluded from the interface integration testing should the Customer be unable to meet the related Interface Customer responsibilities specified in the ICD. A Change Order or Amendment, whichever is appropriate, will be generated to document any changes.

#### VERSATERM RESPONSIBILITIES

- Coordinate and schedule the interface testing efforts with the Customer's project managers.
- Demonstrate each interface to the Customer's project team.
- With the assistance of the Customer's project team, test each interface to ensure that it meets or exceeds the functionality and performance measurements specified in the Interface Control Document.
- Document and track all defects reported by the Customer.
- Review and correct any discrepancies per the Acceptance Test Plan.
- Provide training to the Customer on interface setup, configuration, administration, and usage of each interface.

#### CUSTOMER RESPONSIBILITIES

- Coordinate and schedule the interface testing efforts with the Versaterm project manager.
- Identify and schedule interface testing with the relevant Customer participants.
- Ensure that the designated Customer participants attend and partake in the scheduled interface testing.
- Work with Versaterm to test each interface, identifying the type of correction needed to ensure that each interface conforms to the Interface Control Document.
- Retest any interfaces that did not meet the specifications.

#### PREREQUISITES

- Install of the Development/Test and Production environments
- Develop and install interfaces

#### VERSATERM DELIVERABLES

- Tracking document to track all issues reported.
- Corrections to errors or issues identified during interface testing.

#### TASK COMPLETION CRITERIA

- Versaterm has resolved all documented interface discrepancies.
- The Customer has verified that all interfaces operate as specified in the Interface Control Document.
- The Customer's project team and other select Customer staff are sufficiently trained to be able to administer, manage, and fully use each interface.
- All interfaces have been tested and accepted per the Acceptance Test Plan.

#### TASK #14 FUNCTIONAL ACCEPTANCE TEST DEVELOPMENT

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The Customer, with Versaterm's guidance, will develop an acceptance test plan suitable for verifying the solution's functionality. Customer's workflow processes will be the basis of the test plan. These processes will be documented during system implementation by the Customer for use during the test period.

At the conclusion of Functional Acceptance Test development task, the Customer may use the tests to perform independent testing of the system prior to the formal Functional Acceptance Testing task. With assistance from Versaterm, the Customer will conduct Functional Acceptance Tests on the system to verify that functionality meets the test scenarios and tests.

#### VERSATERM RESPONSIBILITIES

- Provide guidance to the Customer to develop the Functional Acceptance Test plan.
- Review Functional Acceptance Test plan.

#### CUSTOMER RESPONSIBILITIES

- Develop the Functional Acceptance Test plan.

#### PREREQUISITES

- Configuration Phase

#### VERSATERM DELIVERABLES

- Provide guidance to the Customer.

#### TASK COMPLETION CRITERIA

- This task is considered complete when the Customer develops the Functional Acceptance Test plan.

### TASK #15 FUNCTIONAL ACCEPTANCE TESTING

The purpose of Functional Acceptance Testing is to verify that the fully configured System, including the interfaces specified in the Interface Control Document, and the workflows and business processes such as data entry, reports, notifications, tasks, etc. meet the functional requirements described in the Contract and system documentation.

The Functional Acceptance Testing occurs after the configuration phase and before the end-user training phase of the implementation.

Exhibit A.5 Acceptance Test Plan provides details regarding the strategy, schedule, dependencies, server environment, problem tracking and remedies, and completion criteria.

#### VERSATERM RESPONSIBILITIES

- Provide support to the Customer as it conducts the Functional Acceptance Testing.
- Review, verify, and correct all defects reported by the Customer.
- Review any discrepancies found during the Functional Acceptance Testing.
- Correct any functional item that fails a test.

#### CUSTOMER RESPONSIBILITIES

- Generate any production data files needed for Functional Acceptance Testing.

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- Execute the Functional Acceptance Testing plan and Functional Acceptance Testing scripts.
- Report all defects to Versaterm.
- Work with Versaterm to identify the correction needed to ensure that the System conforms to the System's expectations.
- Notify Versaterm in writing when Functional Acceptance Testing is completed.

#### PREREQUISITES

- Configuration Phase
- Interface testing
- Functional Acceptance Test Development

#### VERSATERM DELIVERABLES

- Document and track all defects reported by the Customer.
- Review and correct any discrepancies per the Acceptance Test Plan.

#### TASK COMPLETION CRITERIA

- This task is considered complete when the System operates in accordance with the Versaterm Documentation, the Functional Test Plan, and the ICD; and Versaterm has either remedied test failures or the Customer has approved a Versaterm-proposed workaround or plan for corrections.

### TASK #16 SETUP TRAINING SCHEDULE AND FACILITIES

Versaterm will assist the Customer's training team in setting-up a trainer-training schedule. Versaterm will submit a recommended training schedule that will include the time required to provide Versaterm training for the Customer's personnel.

The Customer will prepare the necessary training facilities to train the Customer's personnel.

#### VERSATERM RESPONSIBILITIES

- Provide the Customer's training team with a proposed training schedule.
- Identify the facility, equipment, and technical requirements for the training facilities.

#### CUSTOMER RESPONSIBILITIES

- Collaborate with Versaterm on finalizing the recommended training schedule.
- Schedule and coordinate the final trainer-training schedule with Customer personnel.
- Collaborate with Versaterm on identifying the required equipment and technical requirements.
- Ensure that the training facilities, equipment, and technical requirements are ready for the start of the planned training schedule.

#### VERSATERM DELIVERABLES

- Recommended training schedule.

#### TASK COMPLETION CRITERIA

- Versaterm has provided a recommended training schedule, and the Customer has incorporated any required changes, and a final training schedule is published; and the Customer's training facilities, equipment and technical requirements are ready for the trainer-training.



---

## TASK #17 TRAINER TRAINING

Versaterm will provide hands-on training to the Customer's Trainers. Refer to Exhibit A.6 Training Course Outline which includes details related to the training approach and course outlines.

---

### VERSATERM RESPONSIBILITIES

- Coordinate and schedule the trainer training with the Customer's project managers.
- Provide a proposed training agenda and schedule to the Customer.
- Provide training facility requirements to the Customer's project managers.
- Provide required skills and any pre-requisite training required by trainer-training participants.
- Work with the Customer to develop a set of training documents that includes the Customer requirements, in electronic format.
- Conduct the trainer-training sessions.

---

### CUSTOMER RESPONSIBILITIES

- Assist in adapting the training scenarios to make use of familiar data and to include Customer policy and/or process flow information.
- Provide a suitable training facility that meets the needs of the trainer-training courses.
- Provide the required documentation to training participants.
- Ensure that the designated participants attend the scheduled training sessions.

---

### PREREQUISITES

- Setup training schedule and facilities.
- Production system access tested and available.

---

### VERSATERM DELIVERABLES

- Training facility requirements.
- Train-the-trainer participants pre-requisite training and required skill set.
- Training documentation prepared with the Customer.
- Trainer-training courses.

---

### TASK COMPLETION CRITERIA

- Delivery of trainer-training, per the training plan.
- Participants have been adequately trained on the agreed-upon training topics, are able to complete the training assignments/scenarios.

---

## TASK #18 SYSTEM ADMINISTRATION TRAINING

Versaterm will provide remote training on administering the System to the Customer's designated technical administrators. The purpose of this training is to equip the administrators with the ability to monitor CAD and mobile system performance and to perform initial troubleshooting measures when needed. The training will include:

- Architecture overview
- Introduction to the VMC (Versaterm Message Controller)

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#### VERSATERM RESPONSIBILITIES

- Coordinate and schedule the system administration training course with the Customer project manager.
- Provide participant skill and previous training requirements.
- Provide training documentation electronic format prior to the scheduled training session.
- Conduct the system administration training session (including the topics shown above).
- Provide training on how to troubleshoot Versaterm application problems.

#### CUSTOMER RESPONSIBILITIES

- Coordinate the location and scheduling of the system administration training course with the Versaterm project manager.
- Identify and schedule the system administration training session participants.
- Provide the required documentation and training materials to system administration training session participants.
- Ensure that the designated participants attend the scheduled system administration training sessions.

#### PREREQUISITES

- Production Environment Setup

#### VERSATERM DELIVERABLES

- Administration training participant pre-requisite training and required skill set.
- Administration training documentation and material for each participant.

#### TASK COMPLETION CRITERIA

- Completed system administration training session.
- Participants have been adequately trained on the agreed upon administration training.
- The Customer's system administrators can perform the administrative functions defined in this task.

#### TASK #19 READY FOR USE

This task signifies that Versaterm has delivered all required software, interfaces, and trainer-training, and remedied all errors for the Customer to start end-user training.

#### VERSATERM RESPONSIBILITIES

- Issue written notice to the Customer that the System is ready for training.
- Correct any defects mutually identified by the Customer and Versaterm as having to be corrected prior to the System being ready for the end-user training.

#### CUSTOMER RESPONSIBILITIES

- Upon receiving a Versaterm's "Ready for Use" notification, review the System's status and outstanding issues list and mutually identify with Versaterm any defects that must be corrected prior to its being used for end-user training.

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- Issue a written notice to Versaterm that the System has been verified to be ready for end-user training.

#### PREREQUISITES

- Interface Integration Testing
- Functional Acceptance Testing
- Train-the-Trainer Training

#### VERSATERM DELIVERABLES

- Written notice to the Customer that the System is ready for use once all defects mutually identified by the Customer and Versaterm have been corrected.

#### TASK COMPLETION CRITERIA

- This task is complete when Versaterm and the Customer mutually agree the System is ready for end user training.

### TASK #20 END-USER TRAINING

Customer trainers will provide just-in-time training to end-users within a 5 week period.

#### VERSATERM RESPONSIBILITIES

- Provide remote support as needed during end user training period.

#### CUSTOMER RESPONSIBILITIES

- Provide adequate training facilities including screen projection resources and enough workstation positions for up to twenty (20) students.
- Train additional trainers as necessary to staff the end-user training.
- Schedule and organize the end-user training schedule.
- Assign end-users to training classes at each facility.
- Assign trainers to training facilities so that at least one qualified trainer is present at each end-user training class.
- Prepare required training documentation and material for each end-user attending a training session.
- Ensure that the designated trainers and end-users attend their scheduled end-user training classes.

#### PREREQUISITES

- Ready For Use.

#### VERSATERM DELIVERABLES

- Provide remote support during the training period.

#### TASK COMPLETION CRITERIA

- Completion of end-user training classes (prior to Production Use).

## 4.5 PRODUCTION PHASE

### TASK #21 PRODUCTION USE

- Versaterm will assist and support the Customer in placing the System into Production Use.

#### VERSATERM RESPONSIBILITIES

- Collaborate with the Customer to determine the date and time of the System cutover for Production Use.
- Assist the Customer in placing the system into a Production Use.
- Monitor the initial operation of the System and answer any operational questions raised by the Customer.
- Provide at least two onsite resources to support System cutover for up to two days after the cutover.

#### CUSTOMER RESPONSIBILITIES

- Collaborate with Versaterm to determine the System cutover date and time.
- Provide trained personnel to be the first line of support.
- Set up and staff a “Go-Live support room” to act as a central coordination point for Go-Live issues and support.

#### PREREQUISITES

- End-User training

#### VERSATERM DELIVERABLES

- Versaterm resource(s) in support of the System cutover to Production Use.

#### TASK COMPLETION CRITERIA

- The System is successfully operating in Production Use.

### TASK #22 RELIABILITY ACCEPTANCE TESTING

The purpose of the Reliability Acceptance Testing is to ensure that the System continues to operate in a reliable manner once the System is put into Production Use. These tests will be conducted over a 30-day period as specific in Exhibit A.5 Acceptance Test Plan.

#### VERSATERM RESPONSIBILITIES

- Remotely support the Customer’s project team as it conducts the reliability tests.
- Remedy identified issues as per the Acceptance Test Plan.
- Work with the Customer to identify network, infrastructure, equipment, or Application Software configuration modifications that can improve or resolve documented performance failures attributed to causes other than Application Software.

#### CUSTOMER RESPONSIBILITIES

- Document any identified issues.

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- Perform the network, infrastructure, equipment, or Application Software configuration modifications identified as necessary to improve or resolve documented performance failures attributed to causes other than Application Software.
- Notify Versaterm in writing when the System successfully completes the testing.

#### PREREQUISITES

- Production Use

#### VERSATERM DELIVERABLES

- Review and correct any discrepancies per the Acceptance Test Plan.

#### TASK COMPLETION CRITERIA

The reliability testing is considered complete when the tests have met the criteria for passage in the Acceptance Test Plan.

### TASK #23 FINAL SYSTEM ACCEPTANCE

This task is a milestone to indicate that the System has been formally and finally accepted by the Customer as specified in the Exhibit A.5 Acceptance Test Plan.

#### VERSATERM RESPONSIBILITIES

- Participate in a discussion with the Customer to identify remaining action items, open or incomplete tasks, next steps, and any pertinent maintenance responsibilities.
- Work with the Customer for a post-acceptance communication plan and workflow for future contacts.
- Identify dates for completing remaining Versaterm tasks.

#### CUSTOMER RESPONSIBILITIES

- Notify Versaterm in writing of Final System Acceptance when all outstanding System issues or defects that preclude Final System Acceptance have been corrected.
- Participate in a discussion with Versaterm to identify remaining action items, open or incomplete tasks, next steps, and any pertinent maintenance responsibilities.
- Identify dates for completing remaining Customer tasks.

#### PREREQUISITES

- Successful completion of the reliability testing.

#### VERSATERM DELIVERABLES

- None

#### TASK COMPLETION CRITERIA

- Reliability acceptance tests have been completed successfully.
- Customer has provided written notice of Final System Acceptance to Versaterm.
- Dates, mutually agreed upon by the Customer and Versaterm, have been identified for resolving outstanding issues.

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- The Customer has committed to creating a sustainment team
- Procedures for the Versaterm/Customer post-implementation relationship have been established.

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## EXHIBIT A.2: PROJECT IMPLEMENTATION SCHEDULE

Title	Start	Due
Project Creation Checklist	2025-06-02	2025-06-02
Execute Contract	2025-06-18	2026-12-21
Payment Milestones	2025-06-18	2025-06-18
Payment Milestone #1 - Kickoff	2025-07-23	2025-07-23
Payment Milestone #2 - Provisioning (Build the Test Environment)	2025-10-13	2025-10-13
Payment Milestone #3 - Configuration Workshop #2	2025-12-05	2025-12-05
Payment Milestone #4 - Configuration Workshop #3	2025-11-03	2025-11-03
Payment Milestone #5 - Build Production Environments	2026-02-24	2026-02-24
Payment Milestone #6 - Functional Acceptance Testing	2026-02-03	2026-02-03
Payment Milestone #7 - Train the Trainer Training	2026-12-21	2026-12-21
Payment Milestone #8 - Ready for Use (Ready For Training)	2026-05-15	2026-05-15
Payment Milestone #9 - Final Acceptance	2025-06-04	2026-03-24
Project Management	2025-06-17	2025-06-17
Kickoff	2025-06-17	2025-06-17
Review overall project scope and objectives	2025-06-17	2025-06-17
Finalize Implementation Team Members	2025-06-17	2025-06-17
Update the project schedule	2025-06-17	2025-06-17
Establish Action Item Log process	2025-06-17	2025-06-17
Finalize design of the VTM Monthly Status Report	2025-06-17	2025-06-17
Provide vConnect access	2025-06-17	2025-06-17
Confirm Hardware and Infrastructure	2025-06-17	2025-06-17
Provisioning (Build the Test Environment)	2025-06-18	2025-07-22

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Cloud	2025-06-18	2025-07-15
Establish Connectivity	2025-06-18	2025-07-15
Create Test Env	2025-06-18	2025-06-24
Open/configure required network ports	2025-06-18	2025-06-18
Configure Active Directory Authentication	2025-06-18	2025-06-18
Configure server applications and sample database	2025-06-18	2025-07-08
Prepare a Configuration Lab	2025-06-25	2025-07-15
Checkout Test Env and Prepare for Workshop 1	2025-07-09	2025-07-22
Prepare GIS files	2025-07-02	2025-10-14
Provide initial GIS files	2025-07-02	2025-07-15
Load initial GIS files	2025-07-02	2025-07-08
Test and Refine GIS	2025-08-20	2025-10-14
Implementation / Configuration	2025-08-13	2026-02-02
Configuration Workshop #1	2025-08-13	2025-08-18
Update the Project Schedule	2025-08-26	2025-08-26
Configuration Workshop #2	2025-10-07	2025-10-10
Configuration Workshop #3	2025-12-01	2025-12-04
Agency Assignments	2025-08-19	2026-02-02
Interfaces	2025-08-20	2025-10-07
Digital EMS (ePCR)	2025-08-20	2025-09-02
Confirm Requirements	2025-08-20	2025-08-21
Develop/Configure	2025-08-20	2025-09-02
Install/Test	2025-08-20	2025-08-26



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	2025-08-20	2025-08-26
Close Support Testing		
	2025-08-27	2025-09-18
First Due Fire RMS		
	2025-08-27	2025-08-28
Confirm Requirements		
	2025-08-29	2025-09-11
Develop/Configure		
	2025-09-12	2025-09-18
Install/Test		
	2025-09-10	2025-09-16
Close Support Testing		
	2025-08-27	2025-09-16
Interra vMonitor API		
	2025-08-27	2025-08-28
Confirm Requirements		
	2025-08-29	2025-09-02
Develop/Configure		
	2025-09-03	2025-09-09
Install/Test		
	2025-09-10	2025-09-16
Close Support Testing		
	2025-08-27	2025-09-26
JDIC CLETS NCIC		
	2025-08-27	2025-08-29
Confirm Requirements		
	2025-09-01	2025-09-12
Develop/Configure		
	2025-09-15	2025-09-19
Install/Test		
	2025-09-22	2025-09-26
Close Support Testing		
	2025-08-27	2025-09-19
Mark43 RMS		
	2025-08-27	2025-08-29
Confirm Requirements		
	2025-09-01	2025-09-05
Develop/Configure		
	2025-09-08	2025-09-12
Install/Test		
	2025-09-15	2025-09-19
Close Support Testing		
	2025-08-27	2025-09-30
Motorola Radio MCC 7500 PTT & ERTT		
	2025-08-27	2025-09-02
Confirm Requirements		

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Develop/Configure	2025-09-03	2025-09-16
Install/Test	2025-09-17	2025-09-23
Close Support Testing	2025-09-24	2025-09-30
Motorola Vesta 911	2025-08-27	2025-09-19
Confirm Requirements	2025-08-27	2025-08-29
Develop/Configure	2025-09-01	2025-09-05
Install/Test	2025-09-08	2025-09-12
Close Support Testing	2025-09-15	2025-09-19
PulsePoint	2025-08-27	2025-09-17
Confirm Requirements	2025-08-27	2025-08-29
Develop/Configure	2025-09-01	2025-09-03
Install/Test	2025-09-04	2025-09-10
Close Support Testing	2025-09-11	2025-09-17
RapidSOS	2025-08-27	2025-09-17
Confirm Requirements	2025-08-27	2025-08-29
Develop/Configure	2025-09-01	2025-09-03
Install/Test	2025-09-04	2025-09-10
Close Support Testing	2025-09-11	2025-09-17
ReddiNet	2025-08-27	2025-09-17
Confirm Requirements	2025-08-27	2025-08-29
Develop/Configure	2025-09-01	2025-09-03
Install/Test	2025-09-04	2025-09-10
Close Support Testing	2025-09-11	2025-09-17

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Stancil Voice Recording	2025-08-27	2025-09-30
Confirm Requirements	2025-08-27	2025-09-02
Develop/Configure	2025-09-03	2025-09-16
Install/Test	2025-09-17	2025-09-23
Close Support Testing	2025-09-24	2025-09-30
Tablet Command	2025-08-27	2025-09-26
Confirm Requirements	2025-08-27	2025-08-29
Develop/Configure	2025-09-01	2025-09-12
Install/Test	2025-09-15	2025-09-19
Close Support Testing	2025-09-22	2025-09-26
WestNet Fire Station Alerting	2025-08-27	2025-10-07
Confirm Requirements	2025-08-27	2025-09-02
Develop/Configure	2025-09-03	2025-09-23
Install/Test	2025-09-24	2025-09-30
Close Support Testing	2025-10-01	2025-10-07
Build Production Environments (includes Training/DR)	2025-10-13	2025-10-31
Cloud	2025-10-13	2025-10-24
Create Production/DR Env	2025-10-13	2025-10-24
Create Training Env	2025-10-13	2025-10-24
Test and Checkout Production Env	2025-10-13	2025-10-13
Install and Unit Test interfaces in Production	2025-10-13	2025-10-31
Acceptance Testing	2026-02-03	2026-09-02
Integration Testing	2026-02-03	2026-02-09

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Attach interface integration testing acceptance email	2026-09-02	2026-09-02
Functional Acceptance Testing	2026-02-10	2026-02-23
Define Acceptance Tests	2026-02-17	2026-02-23
Conduct Acceptance Testing	2026-02-10	2026-02-16
Attach Functional Acceptance testing acceptance email	2026-02-17	2026-02-17
Performance Testing	2026-02-17	2026-03-02
Failover Testing	2026-03-03	2026-03-09
Training	2025-09-01	2026-04-13
Prepare for vGIS Training	2025-09-01	2025-09-02
vGIS Training (webinar)	2025-09-03	2025-09-03
Train the Trainer Training	2025-12-19	2026-02-02
Prepare TTT Scenarios	2025-12-19	2026-01-01
Prepare TTT Course	2026-01-02	2026-01-15
CAD TTT	2026-01-16	2026-01-20
Police MDT TTT	2026-01-28	2026-01-28
Fire MDT TTT	2026-01-29	2026-01-29
vMobile TTT	2026-01-30	2026-01-30
RemoteCAD TTT	2026-02-02	2026-02-02
Agency End User Training Prep	2026-02-03	2026-03-02
Ready for Use (Ready for Training)	2026-03-24	2026-03-24
Agency End User Training	2026-03-03	2026-04-06
Prepare for Final Sys Admin Training	2026-04-08	2026-04-12
Final System Admin Training	2026-04-13	2026-04-13

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Production Cutover and Close Support	2026-03-24	2026-04-28
Prepare Desktops and Mobile Computers	2026-03-24	2026-04-06
Final Production Preparation	2026-04-07	2026-04-13
Cutover	2026-04-14	2026-04-14
Production Close Support	2026-04-15	2026-04-28
Response Time and Reliability Testing	2026-04-14	2026-05-13
Final Acceptance	2026-05-14	2026-05-14

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## DIGITAL EMS (EPCR)

The Interfaces transfers fire call-for-service (CFS) data from CAD to the Digital EMS ePCR system. CFS data files are transferred from the CAD system to a folder on the AWS FTP server making them available for consumption by Digital

### PROCESS FLOW

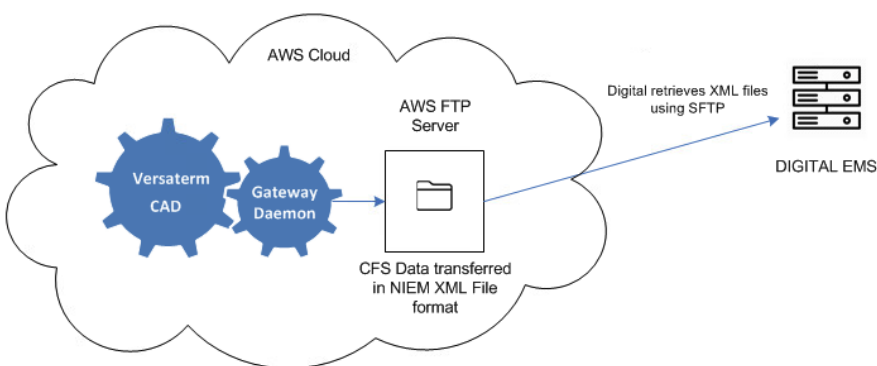
vCAD supports a configuration parameter, by call type, to indicate when a CFS should be transferred to Digital (on call initiation or on call close – trigger the send). In addition, vCAD supports configuration options where specific unit status codes may also trigger the CFS transfer (e.g. at scene).

Once triggered, the calls-for-service will be transferred and then re-sent (i.e. entire call) whenever any subsequent changes or updates are performed to the CAD CFS. A change or update may include a change of information (e.g. address) or any additional details (remarks, dispatches, etc.). The dispatcher may also trigger the send via the CAD command line.

vCAD identifies the CFS as requiring a transfer by placing the CFS key into a queue for processing known as the RMS Gateway. At a pre-configured interval (e.g., 1 minute), the RMS Gateway will transform the CFS into a NIEM-compliant XML format and write the file to a designated folder on the Versaterm AWS FTP server making the files available to Digital. Digital monitors the folder and transfers file to their server via password-less SFTP.

As the XML file can be written multiple times (i.e., CFS is re-sent), the XML file name remains the same so the file is always the most recent. It is anticipated Digital will remove the file (move to an archive/processed folder for backup/debugging purposes).

The following diagram illustrates data flow between vCAD and Digital:



### CONFIGURATION

Configuration Screen or File	Configuration Setting	Possible Values	Recommended Setting
Fire Call Type Maintenance Screen	Transfer to RMS	On Call Clear On Call Initiation	TBD
Unit Status Code Maintenance	Transfer to RMS	Transfer on Status Change No Transfer	TBD
Jurisdiction Parameters	Transfer Calls	Yes/No	Yes
	Transfer Instructions		TBD
Vdxiii.cadsvc.cron	Cron entry for SFTP transfer of CFS file		TBD

### DATA FORMAT REQUIREMENTS

The CFS data is provided in Versaterm NIEM XML file format. The Versaterm NIEM IEPD will be provided prior to interface development.

The Customer will develop the data field mapping between the Versaterm NIEM XML file and the destination system to determine which Versaterm data elements will be populated within the destination system.

### COMMUNICATION

The communication between Digital and the CAD application server is provided via password less SFTP, using server RSA public/private keys.

### AUTHENTICATION

Not applicable for this interface.

### BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be made available on all servers (production, dev/test, training and any redundant and/or disaster recovery) within the CAD environment provided network connectivity is available from the Versaterm AWS FTP server to Digital.

Note that to function in environments other than production, we assume the Customer will interface to the equivalent Digital environment (dev/test, etc.), if applicable.

### INTERFACE TESTING

Interface testing is intended to ensure the interface is completely functional as designed. The following are descriptions of the tests to be performed for this specific interface during the



Functional Acceptance process. Prior to go-live, Customer will provide a test Digital environment to support development and test activities.

### FUNCTIONAL AND COMPLETENESS TEST

This test will ensure that calls are routed to the correct destination. Further, this test will ensure that by configuring the "Transfer to RMS" flag, calls-for-service are sent (and re-sent) appropriately.

The test will use two call types where:

- Transfer to RMS flag set to "on Call Initiation".
- Transfer to RMS "on Call Close".
- Transfer to RMS "Status Change"

Calls will be created using the test call types configured in the CAD. Additionally, the transfer can be initiated from the command line. The user will confirm that calls are transferred to the appropriate destination system as required and on the appropriate intervals.

Upon closing a call, the calls will be updated and this test will verify that the updated data is transferred to Digital.

### OPERATIONAL TESTS

This test ensures the interface is available (continues to function) after system re-starts or failover. The operator will re-start the system and confirm that CAD calls-for-service are transferred from vCAD.

### PERFORMANCE TESTS

The performance test consists of initiating the transfer, either manually or automatically, ensuring the data is transferred. The time from initiating the transfer to the destination is not to exceed 3 minutes. However, delays caused by the destination system in processing the data is not counted in the calculation.

### EXCEPTION TESTING

The exception tests consist of disconnecting the interface between AWS FTP server and Digital server (e.g. disable file transfer process between AWS FTP server and Digital server) and after reconnecting, ensure Digital can reach the AWS FTP server and calls that are queued in CAD while the interface is disconnected are sent.

### DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

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## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Facilitate and/or configure a test environment to support testing activity.
- Provide network connectivity between Digital and the AWS FTP.

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- Define the field mapping between Versaterm CAD NIEM call-for-service file and Digital.
- Coordinate with Customer and Digital technical staff to assist in the interface development and testing.
- Modify Digital as required with the ability to receive and process multiple XML files for the same call-for-service (i.e. CAD updates to an already transferred CFS will result in a subsequent XML file to be transferred).
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

#### VERSATERM RESPONSIBILITIES

- Provide Versaterm's NIEM schema to Digital.
- Install and configure the gateway to transfer the NIEM XML files to the AWS FTP server.
- Provide documentation, assistance and guidance as the Customer works on field mapping definition between Versaterm CAD NIEM call-for-service file and Digital.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

## FIRST DUE FIRE RMS INTERFACE

The Interfaces transfers fire call-for-service (CFS) data from CAD to the First Due Fire RMS system. CFS data files are transferred from the CAD system to a folder on the AWS FTP server making them available for consumption by First Due.

### PROCESS FLOW

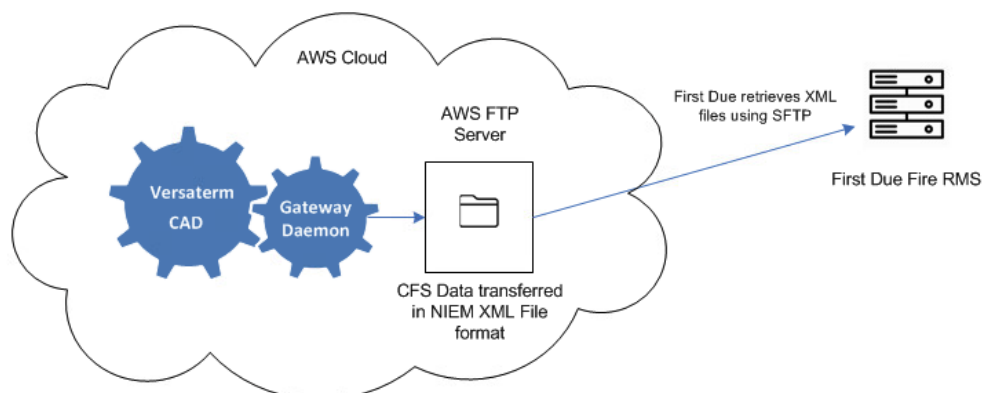
vCAD supports a configuration parameter, by call type, to indicate when a CFS should be transferred to the Fire RMS (on call initiation or on call close – trigger the send). In addition, vCAD supports configuration options where specific unit status codes may also trigger the CFS transfer (e.g. at scene).

Once triggered, the calls-for-service will be transferred and then re-sent (i.e. entire call) whenever any subsequent changes or updates are performed to the CAD CFS. A change or update may include a change of information (e.g. address) or any additional details (remarks, dispatches, etc.). The dispatcher may also trigger the send via the CAD command line.

vCAD identifies the CFS as requiring a transfer by placing the CFS key into a queue for processing known as the RMS Gateway. At a pre-configured interval (e.g., 1 minute), the RMS Gateway will transform the CFS into a NIEM-compliant XML format and write the file to a designated folder on the Versaterm AWS FTP server making the files available to the First Due RMS. First Due monitors the folder and transfers file to the RMS server via password-less SFTP.

As the XML file can be written multiple times (i.e., CFS is re-sent), the XML file name remains the same so the file is always the most recent. It is anticipated First Due will remove the file (move to an archive/processed folder for backup/debugging purposes).

The following diagram illustrates data flow between vCAD and First Due Fire RMS:



### CONFIGURATION

Configuration Screen or File	Configuration Setting	Possible Values	Recommended Setting
Fire Call Type Maintenance Screen	Transfer to RMS	On Call Clear On Call Initiation	TBD
Unit Status Code Maintenance	Transfer to RMS	Transfer on Status Change No Transfer	TBD
Jurisdiction Parameters	Transfer Calls	Yes/No	Yes
	Transfer Instructions		TBD
Vdxiii.cadsvc.cron	Cron entry for SFTP transfer of CFS file		TBD

## DATA FORMAT REQUIREMENTS

The CFS data is provided in Versaterm NIEM XML file format. The Versaterm NIEM IEPD will be provided prior to interface development.

The Customer will develop the data field mapping between the Versaterm NIEM XML file and the destination system to determine which Versaterm data elements will be populated within the destination system.

## COMMUNICATION

The communication between First Due and the CAD application server is provided via password less SFTP, using server RSA public/private keys.

## AUTHENTICATION

Not applicable for this interface.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be made available on all servers (production, dev/test, training and any redundant and/or disaster recovery) within the CAD environment provided network connectivity is available from the Versaterm AWS FTP server to First Due RMS.

Note that to function in environments other than production, we assume the Customer will interface to the equivalent First Due Fire RMS environment (dev/test, etc.), if applicable.

## INTERFACE TESTING

Interface testing is intended to ensure the interface is completely functional as designed. The following are descriptions of the tests to be performed for this specific interface during the Functional Acceptance process. Prior to go-live, Customer will provide a test Fire RMS environment to support development and test activities.

## FUNCTIONAL AND COMPLETENESS TEST

This test will ensure that calls are routed to the correct destination. Further, this test will ensure that by configuring the “Transfer to RMS” flag, calls-for-service are sent (and re-sent) appropriately.

The test will use two call types where:

- Transfer to RMS flag set to “on Call Initiation”.
- Transfer to RMS “on Call Close”.
- Transfer to RMS “Status Change”

Calls will be created using the test call types configured in the CAD. Additionally, the transfer can be initiated from the command line. The user will confirm that calls are transferred to the appropriate destination system as required and on the appropriate intervals.

Upon closing a call, the calls will be updated and this test will verify that the updated data is transferred to the RMS.

## OPERATIONAL TESTS

This test ensures the interface is available (continues to function) after system re-starts or failover. The operator will re-start the system and confirm that CAD calls-for-service are transferred from vCAD.

## PERFORMANCE TESTS

The performance test consists of initiating the transfer, either manually or automatically, ensuring the data is transferred. The time from initiating the transfer to the destination is not to exceed 3 minutes. However, delays caused by the destination system in processing the data is not counted in the calculation.

## EXCEPTION TESTING

The exception tests consist of disconnecting the interface between AWS FTP server and Fire RMS server(e.g. disable file transfer process between AWS FTP server and Fire RMS server) and after reconnecting, ensure Fire RMS can reach the AWS FTP server and calls that are queued in CAD while the interface is disconnected are sent.

## DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

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## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Facilitate and/or configure a test environment to support testing activity.
- Provide network connectivity between First Due and the AWS FTP.
- Define the field mapping between Versaterm CAD NIEM call-for-service file and First Due.
- Coordinate with Customer and First Due technical staff to assist in the interface development and testing.

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- Modify First Due as required with the ability to receive and process multiple XML files for the same call-for-service (i.e. CAD updates to an already transferred CFS will result in a subsequent XML file to be transferred).
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

#### VERSATERM RESPONSIBILITIES

- Provide Versaterm's NIEM schema to First Due.
- Install and configure the gateway to transfer the NIEM XML files to the AWS FTP server.
- Provide documentation, assistance and guidance as the Customer works on field mapping definition between Versaterm CAD NIEM call-for-service file and First Due Fire RMS.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

## GIS INTERFACE

There are various GIS data requirements for the Versaterm CAD and MDT. This section provides an overview and describes the requirements for each of the following components:

- Versaterm GIS Interface (vGIS)
- Versaterm CAD and MDT Maps
- Automated Vehicle Routing and Recommendation (AVRR)

Versaterm understands that GIS requirements continue to evolve and will collaborate closely with the Customer to ensure that the System also evolves as required.

### 1. VERSATERM GIS INTERFACE (VGIS)

This interface leverages the Versaterm vGIS appliance to read from an ESRI map service or Customer supplied shapefiles to generate the GIS data files (streets, intersections, addresses and common place names) required by the Versaterm CAD. Once completed, the local GIS data will reside in a set of street index validation tables within the CAD database. The Versaterm CAD will use the local GIS data to validate and geo-code the locations.

vGIS creates the GIS data files required by the Versaterm CAD by extracting the required information from ESRI formatted map files (shape files) or reading directly from an ArcGIS map service provided by the Customer. ESRI shape files is the preferred method for performance while removing any connectivity to the ArcGIS map service.

### PROCESS FLOW

ESRI formatted shape files will be provided by the Customer or the Customer will provide the necessary map-service connectivity from the vCloud environment to the Customer ArcGIS server.

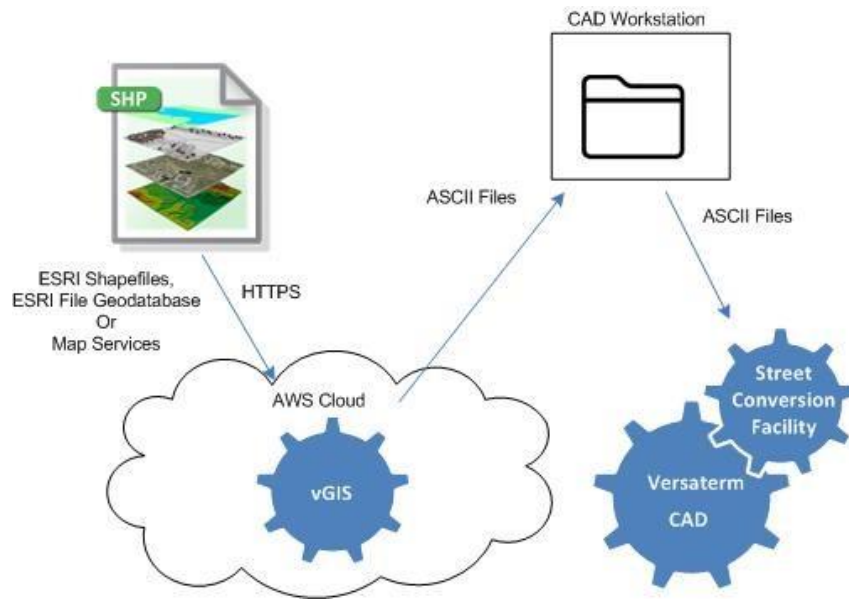
The vGIS appliance will permit the Customer to map attributes from the various layers to the CAD application street index data elements. The vGIS program then verifies the data with logical edits and subsequently produces the ASCII file representation of the geo-spatial data, which is then loaded into the Versaterm CAD, via the CAD Street Conversion facility.

The expected result of this process is a comprehensive street index in the CAD for address verification, geo-coding and other spatial-related function and analysis. This process would also be used whenever updates are required to the CAD street index files.

For interim updates that may be required, should the Customer GIS files be out-of-date, the vCAD Street Maintenance facility permits a user, with appropriate security permissions, to manually update the street index data directly. All changes are identified as “locally changed.” Prior to loading a vGIS produced dataset, the locally changed records are unloaded to an ASCII file(s). The administrator may view the file(s) on the server and edit them, as appropriate, or simply append them to the vGIS load files where, upon the subsequent load, the street load edits and rules are applied, and duplicates and/or overlaps will be rejected. An exception report is produced identifying any rejected records.

The following diagram illustrates data flow required to populate CAD geofile:

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## VGIS DATA SOURCE INFORMATION

The data source for vGIS consists of ESRI formatted GIS shape files to be supplied by the Customer. At a minimum, the vGIS requires a street centerline file and at least one patrol boundary layer (to be provided by Customer) and one fire response area boundary layer (to be provided by Customer).

vGIS can extract the following information from the provided shape files:

- Street names
- Street ranges (including cross-streets)
- Intersections
- Address points (assuming these can be provided as a shape file)

The following information can also optionally be converted:

- Common place names (landmarks)
- Street alias names

While most sites choose to manage their common place names and street alias names outside of the shape files, Versaterm can support importing common place names (landmarks) and street alias names from a text file (see file format requirements below).

## DATA FORMAT REQUIREMENTS

vGIS only supports shape files, file geodatabase and map services that contain 2D feature types. Z values are not supported.

All shape files must have the same projection.



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The X and Y coordinates in the street index tables only support integer values. Any decimals will be truncated.

The shape file attributes are mapped to the Versaterm data fields using the vGIS appliance. When necessary, the shape file attributes are cast (converted) to the Versaterm data type during the extract (e.g. the “Char” data type accepts alphanumeric values).

VGIS will process the street centerline layer, the boundary layers (precinct, sector, Fire response zones, etc.), and an address layer. These layers are used to map fields from the ESRI formatted shape files to the fields required by the Versaterm system.

## STREET CENTERLINE LAYER

The purpose of the street centerline layer is to extract the address block ranges from each street segment, and to generate intersections.

The fields below are captured from the street centerline layer. There are several fields, which are automatically generated including X-Y coordinates and cross street data.

Fields captured from the street centerline layer				
	Field Name	Data Type	Req?	Remarks
1	Street Name	Char(40)	Y	Versaterm requires a ‘full street name’ that includes direction, name, and type (e.g., N MAIN ST). If the street network shape file contains a full street name field, it can be used or, alternatively, fields can be mapped to the direction, name, and type fields and the full street name is generated. If the street name, street type, and street direction is provided individually, then the maximum size of the full street name cannot exceed 40 characters.
2	Street Direction Prefix	Char(2)	N	
3	Street Direction Suffix	Char(2)	N	
4	Street Type	Char(4)	N	
5	Left Municipality (City)	Char(10)	Y/N	The CAD must be able to uniquely identify an address/street. In Versaterm, the Municipality (City) code is required to identify unique street names/addresses. Note a unique <u>code</u> for the Municipality/City must be provided (max char(6)), and not the Municipality/City Name (e.g. unique codes will need to be provided for neighboring/bordering municipalities/cities should the City incorporate GIS from other jurisdictions). If an address is duplicated (e.g., multiple 101 Main St.) within the street network layer, the NB GIS must set the Municipality/City code (uniquely) for the addresses, ranges

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				and intersections. If at all possible, the Municipality/City code should be part of the underlying GIS information (i.e., a Municipality/City field in the street network layer or a Municipality/City polygon layer) but it can be based on a constant value.
6	Right Municipality (City)	Char(10)	Y/N	Same as above
7	Left Address Start	Numeric(6)	Y	
8	Left Address End	Numeric(6)	Y	
9	Right Address Start	Numeric(6)	Y	
10	Right Address End	Numeric(6)	Y	
11	Leading Zero <sup>3</sup>	Char(1)	N	The Leading Zero field must be populated with a value of "0" for street segments that contain street numbers with leading zeros. Otherwise it should remain blank.
12	Ring Code	Char(10)	N	The Ring or Gate code option allows the user to extract ring codes from the street network layer. These are usually gated community entry codes that are stored on the map.
13	Remarks	Char(40)	N	The Remarks field can contain any additional information required by the agency. It may also contain 100 Block information.
14	Unique ID	Char(20)	N	The Unique ID must be a unique number within the GIS data set. (The Unique ID provides a cross-reference to the originating source data set). If this does not exist then the feature ID is used. Note the Unique ID is max Char(20).
15	Zip/Postal Code	Char(10)	N	
16	Census Tract	Char(10)	N	
17	Local Field 1	Char(10)	N	
18	Local Field 2	Char(10)	N	
19	Street Alias Name	Char(40)	Y	The Street Alias name can be extracted from the street network layer. However, most agencies manage this information using an external flat file or spreadsheet. See Interface (Text File) Load Requirements below.

## STREET CENTERLINE LAYER REQUIREMENTS

- Line segments must be split at the intersection for an intersection to be created.
- Intersections are not created if two lines overlay one another.
- Address block ranges will be created for the left and right side of each street segment. Each address range must contain either an even pair or an odd pair of numbers. Mixed ranges are not valid ranges.
- The geometry type for this layer must be 'polyline'.
- The street network layer must contain the entire street network that the agency services. This includes (but is not limited to) interstates and highways, major roads, municipal roads, and local roads.
- If multiple shape files are currently used to represent the above layers, the NB GIS is expected to combine/merge them into a single shape file for the use with vGIS. Note, in order to combine layers, the NB GIS is required to use common attribute definitions.
- The street network layer should not contain overlapping street segments containing a different street name for each segment as this can cause vGIS to produce undesirable results.
- The street network layer should not contain street segments that are less than 1 map unit (or 1 meter) in length, often referred to as 'slivers', as these can cause vGIS to produce undesirable results.

## ADDRESS LAYER

The purpose of the address layer is to store the x/y coordinates for every address point, which allows the Versaterm CAD to tag every incident with the x/y coordinates for mapping and analysis purposes.

Fields captured from the address layer				
	Field Name	Data Type	Req?	Remarks
1	House (civic) Number	Char(11)	Y	The Civic Number cannot contain a leading zero.
2	Street Name	Char(40)	Y	Like the street name for the street network layer, a full street name field can be generated from the direction, name, type, and suffix fields.
3	Street Direction Prefix	Char(2)	N	
4	Street Direction Suffix	Char(2)	N	
5	Street Type	Char(4)	N	
6	Civic Number Suffix	Char(1)	N	The Civic Number Suffix is a single character at the end of the civic number (e.g., 200A). It can be

				provided in its own column or as part of the Civic Number.
7	Civic Number Fraction	Char(3)	N	The Civic Number Fraction can be one of the following: 1/4, 1/2, 3/4, or it can be provided in its own column or as part of the Civic Number.
8	Leading Zero	Char(1)	N	The Leading Zero will be populated with a value of "0" if the corresponding civic number should have a prefix "0" value. Otherwise it will remain blank.
9	Unit Number	Char(6)	N	
10	Unique ID	Char(20)	N	The Unique ID must be a unique number within the GIS data set. The Unique ID provides a cross-reference to the originating source data set. If a Unique ID does not exist in the provided shape file then the feature ID is used. Note the Unique ID is max Char(20).
11	Ring Code	Char(10)	N	Gate/Building code (if applicable)
12	Place Name	Char(40)	N	The Place Names can be extracted from the address layer. When extracting place names from the address layer, an address can only be linked to one place name.  When loading place names from a text file, there can be multiple place names at an address. See Interface (Text File) Load Requirements below.

## ADDRESS LAYER REQUIREMENTS

- The geometry type for this layer must be 'point'.
- The Customer must ensure that common naming conventions are used between the street network and address shape files.
- All address points must have a street segment with matching low and high address values.
- If the Customer includes data from outside the primary area of responsibility for the PD, it is recommended that the address point layer only be included for the Customer, and not for the neighboring areas. This will be further discussed and reviewed during the implementation configuration sessions.
- The following are examples of address records that would be rejected during vGIS extract:
  - Address: '2300 CARLING AV'
  - Range: '2200-2298 CARLING AV' & '2302-2398 CARLING AV'
  - This record will be rejected, as it does not fall within a valid range record.
  - Address: '100 MCINLEY BLVD'
  - Street Name: 'MC INLEY BLVD'

- This record would be rejected as it does not match with an existing street name record — note the space after 'MC '.

## CUSTOM INTERSECTION LAYER

The custom intersection layer identifies those “intersections” from a public safety viewpoint but are not truly intersections from a GIS point of view (such as bridges and railroad tracks). That is, those intersecting points that the general public would naturally identify with. These types of intersections are also used for dispatching purposes or police incidents.

If this type of information is required, then an additional layer may be included to generate additional intersection records. Custom intersections can be provided in one of the following formats:

### A- CUSTOM INTERSECTIONS USING LINE LAYERS IN THE STREET CENTERLINE LAYER

Multiple line layers can be used to create intersections with the street centerline layer by overlaying the custom intersection line layers with the Street Layer. The geometry type must be polyline.

An example of this is providing a river layer to overlay the street layer to generate intersections where the rivers cross the street network. The only value required in the custom intersection line layer is the name to be used with the intersecting street.

Custom Intersections using Street Centerline Layers				
	Field Name	Data Type	Req ?	Remarks
1	Intersecting Name	Char(40)	Y	

### B- CUSTOM INTERSECTIONS USING A SINGLE POINT LAYER

A single point layer can be used to create custom intersections with specific geo-spatial information. The shape file must contain both intersecting street names.

Custom Intersections using a Single Point Layer				
	Field Name	Data Type	Req?	Remarks
1	Street Name	Char(40)	Y	Versaterm requires a 'full street name' that includes direction, name, and type (e.g., N MAIN ST). If the street network shape file contains a full street name field it can be used or alternatively, fields can be mapped to the direction, name, and type fields and the full street name will be generated. If

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				the street name, street type and street direction are provided individually then the maximum size of the full street name cannot exceed 40 characters.
2	Street Direction Prefix	Char(2)	N	
3	Street Direction Suffix	Char(2)	N	
4	Street Type	Char(4)	N	
5	Street Name	Char(40)	Y	
6	Street Direction Prefix	Char(2)	N	
7	Street Direction Suffix	Char(2)	N	
8	Street Type	Char(4)	N	
9	Municipality (City)	Char(10)	Y/N	The Municipality (City) <u>code</u> must be supplied if the Municipality (City) for the streets is being extracted from the Street Layer.
10	Remarks	Char(40)	N	
11	County	Char(2)	N	VGIS interface can be configured to read response (police patrol boundary) information, namely District/Zone/Grid from the custom intersection layer or to extract response information from the provided boundary layers. If response information is provided as a part of the custom intersection layer, then the Zone (Sector) field is mandatory and the jurisdiction field is mandatory for multi jurisdiction sites. (Note that for non multi jurisdiction sites, the jurisdiction code must match what is used for the Boundary layer).
12	Jurisdiction	Char(2)	Y/N	
13	District (Precinct)	Char(4)	N	
14	Zone/Beat (Sector)	Char(6)	Y/N	
15	Grid/Atom (District)	Char(6)	Y	

#### COMMON PLACE NAMES (LANDMARKS)

The Versaterm street conversion programs have the functionality to load the common place names (landmarks) into the database from a text file provided by the Customer.

After the initial load of the street centerline and boundary layers, the place names can be either maintained directly through the street maintenance utility or re-loaded into the database (from a text file) as part of subsequent street conversion loads.

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Common place names cannot be loaded separately and independently from the street load as they are processed as part of the street load.

The format of the text file accepted by the conversion programs is as follows:

Common Place Name File Format Requirements				
	Field Name	Data Type	Req?	Remarks
1	Jurisdiction	Char(2)	Y	Jurisdiction (blank if not multi-jurisdictional) – Mandatory if site is multi-jurisdictional
2	House (civic) Number	Char(11)	Y	The street address number
3	Full Street Name	Char(40)	Y	Full street name (includes street type, name and direction)
4	Unit Number	Char(5)	N	Unit or apartment #
5	Municipality (City)	Char(10)	Y	Municipality (City) Code
6	Place Name	Char(30)	Y	The place name (i.e. BURGER KING)
7	Primary Place Flag	Char(1)	Y	Primary (Y) / Alias (A) / blank In Versaterm, it is possible to have multiple place names linked to the same address. This field is used to specify place names that are primary place names, alias place names, and non-primary place names. For example, indicate “Y” if the place name is the primary place name (CARLINGWOOD MALL – 123 MAIN ST). Provide an “A” if the place name is an alias or short form (CM). Provide a blank or null if the place name is a non-primary place at the same address (SEARS – a store in CARLINGWOOD MALL). If SEARS has its own civic address (e.g., 123 MAIN ST - UNIT 2), this should be the prime at 123 MAIN ST – UNIT 2.
8	Effective From Date	Date	N	Used to identify historical place names (MM-DD-YYYY) These fields can be used to specify the period of time during which the place name or a place name alias will be effective.
9	Effective To Date	Date	N	
10	Address Prefix	Char(3)	N	Civic number prefix (currently only 0-zero is supported)

#### EXAMPLE:

VI|2300|W MAIN ST|A1|1|TIM HORTONS|Y|||

#### COMMON PLACE NAME FILE REQUIREMENTS

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- The address file is NOT required prior to this file.
- Versaterm does not support place names that begin with numeric data (for example, 24 HOUR FITNESS). In order to use this type of place names, the space between the number and the first word of the name must be removed. For example, "24 HOUR FITNESS" should be entered as "24HOUR FITNESS". "7-11" can be entered as "711", "7\*11" or "7ELEVEN".
- Place names cannot begin with the word "BLOCK".
- The following characters are not allowed in place names: '&', '.', '-'.

## STREET ALIAS NAMES

The Versaterm street conversion programs have the functionality to load the alias street name file into the database.

After the initial load of the street centerline and boundary layers, the alias street names can be either maintained directly through the street maintenance utility or re-loaded into the database (from a text file) as part of subsequent street conversion loads.

The format of the text file accepted by the conversion programs is as follows:

Street Alias Name File Format Requirements				
	Field Name	Data Type	Req?	Remarks
1	Full Street Name	Char(40)	Y	Full street name (includes street type, name and direction)
2	Municipality (City)	Char(10)	Y	Municipality (City) Code
3	Alias Full Street Name	Char(40)	Y	Name as entered (i.e. N MCLEAN ST)
4	Alias Low	Numeric	N	Low value for the range/block face
5	Alias High	Numeric	N	High value for the range/block face

## EXAMPLE:

MAIN ST E|1|HWY 61|200|244|

## VGIS OUTPUT

Once vGIS generate process is completed, up to four ASCII files are generated: street names, ranges, intersections and addresses. These files contain the geo-spatial information required by the system.

## STREET NAMES



The street names file contains every unique street that appears on the street network shape file. A unique street is a combination of the full street name and the municipality (City). A full street name includes direction, name, and type (i.e., W FOSTER ST).

---

## RANGES

The ranges file contains a record for each block (segment) in the street network shape file. Each record will contain data corresponding to the block – cross reference ID to the street name (in the ‘street names’ file) low-high address values, cross street IDs, district (precinct), zone (sector), grid (district), X-Y coordinates, etc.

---

## INTERSECTIONS

The intersections file contains a record for each intersection in the streets layer. Each record will contain data corresponding to the intersection – cross reference ID to the street name (in the ‘street names’ file), district (precinct), zone (sector), grid (district), X-Y coordinates, etc.

An intersection record is created whenever two streets actually intersect (i.e., intersecting polylines). There are many cases where, from a public safety perspective, additional intersections may be required (e.g. bridges, railroad tracks, etc.). Although these “intersections” are not truly intersections from a GIS point of view, they are locations where an incident may occur, and the location may be required for a subsequent report. If this type of information is required, then additional layers, of the geometry type of polyline, may be included to identify the rivers and railroad track features for instance. If provided, the intersections will be generated by spatially joining with the street network layer.

---

## ADDRESSES

The address file contains a record for each address point in the provided shape file. Each record will contain a cross-reference ID to the street name (in the ‘street names’ file), address number, district (precinct), zone (sector), grid (district), X-Y coordinates, etc.

As part of this process, a file geo-data base (GDB) is also created containing a feature class (layer) for the ranges, intersections and errors. These layers are added to the main ArcGIS Desktop window and provide a visual representation of the street data that is loaded into the Versaterm system. The errors layer will contain any street that has invalid or missing data.

---

## ERROR CORRECTION PROCESS

In addition to the error layer, an error log file is generated which contains the record identifier of each street and an error description. The file may be viewed using Windows notepad or other text file editor. The record identifier may be used to view the source segment on either the feature class or street centerline layer.

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The Customer will be able to correct errors prior to loading into the Versaterm system. It is recommended that detected errors are corrected on the base (Customer) GIS data files.

Sample errors may include:

- Street name missing or invalid
- Municipality missing or invalid
- Range low/high values wrong side (odd/even on same side of street)
- Overlapping ranges – e.g. range of 2-28 when 24-30 already exists
- Duplicate ranges – range 2-28 & 2-28
- Empty geometry – shape field is empty
- Empty geometry – length of polyline is 0

## CONFIGURATION

Configuration instructions are provided in vGIS User Administrator Guide.pdf.

## COMMUNICATION

Communication between vGIS and the desktop uses HTTPS as communication protocol.

## AUTHENTICATION

Not applicable for this interface.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be available on all environments (Production, Test/Dev and Training).

## INTERFACE TESTING

vGIS functional testing ensures that the Customer ESRI formatted shape files can be successfully processed by vGIS, producing the necessary ASCII data files that can be subsequently loaded into the Versaterm database.

These tests are expected to be incremental where the Customer may load vGIS produced ASCII files into the Versaterm system for verification, prior to a full end-to-end test and quality assurance testing.

## QUALITY ASSURANCE TESTING

Upon completion of the interface testing, Versaterm and the Customer shall use vGIS produced data files to run a complete GIS validation and load into the Versaterm system.

Once the GIS data is loaded into the database (street index), the Customer will conduct quality assurance tests on the data by performing numerous location data entry trials on the desktop client software.

## FUNCTIONAL AND COMPLETENESS TEST

VGIS functional testing ensures that the ESRI formatted shape files provided by the Customer can be successfully processed by vGIS, producing the necessary ASCII data files that can be subsequently loaded into the Versaterm database.

These tests are expected to be incremental where the Customer may load vGIS produced ASCII files into the Versaterm system for verification, prior to a full end-to-end test and quality assurance testing

### OPERATIONAL TESTS

These tests are not applicable for this interface.

### PERFORMANCE TESTS

There are no performance tests associated with this interface.

### EXCEPTION TESTS

These tests are not applicable for this interface.

### DATA INTEGRITY TESTS

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

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## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Provide GIS information in a single projection in ESRI formatted shape files or connectivity to the ArcGIS map service.
- Work with GIS team to provide GIS information in a single projection in ESRI formatted shape files or connectivity to the ArcGIS map service.
- If the shape files are to be posted to ESRI ArcGIS Online, provide a mechanism so the shape files can be downloaded from ESRI ArcGIS Online.
- Provide the GIS shape files to Versaterm for verification and testing as required.
- Verify quality and completeness of the data.
- Correct vGIS-identified data errors.
- Perform quality assurance testing within the Versaterm CAD.
- Optional: Provide a list of street type abbreviations and configure the Versaterm CAD with those abbreviations.
- Optional: Provide the common place name (landmark) file in the format specified within this Section.
- Optional: Provide the street alias file in the format specified within this section.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

### VERSATERM RESPONSIBILITIES

- Provide vGIS software and related documentation including vGIS administrator's guide (or similar).
- Provide the Customer with instructions and support on vGIS installation.
- Provide the Customer with the required VGI training and support.
- Perform initial street conversion load into the Versaterm CAD database.
- Perform initial integration testing as described in the Interface Testing section above and provide test results to the Customer.
- Train local authorities on how to perform subsequent street conversion loads into the Versaterm CAD database.
- Assist in resolving issues arising from the Customer's quality assurance testing.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

## 2. VERSATERM CAD AND MDT MAPS

The Versaterm MapViewer is the visual mapping component of Versaterm CAD and MDT applications. The MapViewer leverages ESRI Runtime Engine and consumes the following data formats: ESRI map packages, ESRI map services, and ESRI feature services.

The supported map package formats are:

- Tile package (.tpk)
- Runtime geodatabase (.geodatabase)
- Vector tile package (.vtpk)

Versaterm CAD and MDT maps support the same type of map packages, however agencies might choose to create different sets of map packages to be used by Versaterm CAD and MDT applications based on data requirements. For example, public transit and hydro data might be useful on the communications center maps but might not be required on the MDT map.

In addition to the visual components, the MapViewer allows users to query data available for a specific location as well as perform geocoding functions.

The following sections describe the various types of GIS data formats supported by the MapViewer.

### AERIAL IMAGERY

Aerial images must be provided as a tile map package or an ESRI map service.

### BASE MAP

Base maps can be provided using the following formats:

- Tile package (.tpk)
- Runtime geodatabase (.geodatabase)
- Vector tile package (.vtpk)

## ESRI MAP SERVICE

Versaterm CAD and MDT maps can combine multiple map packages and map services in order to display the base map. For example, separate map packages can be provided for streets, hydro, public transit, fire hydrants, etc. This feature provides the ability to select the information that is displayed for each group of users (for example, police dispatchers may see different layers compared to fire dispatchers). Users can toggle the display of various layers (map packages) on and off.

All map packages must use the same coordinate system. This is a technical requirement of the ArcGIS Runtime engine.

## INFO MAP PACKAGES

Versaterm CAD and MDT maps provide the ability for users to request additional information for a particular location. The information that is displayed is configurable and can include information such as district/zone, station run order, links to floor plans, owner contact information, etc.

The runtime geodatabase (.geodatabase) map package is required in order to provide this query capability. The map package should contain only features that the agency plans to use in their queries. Symbology configuration for each layer is not necessary because the features will not be displayed on the map.

## GEOCODING MAP PACKAGES

The geocoding geodatabase provides users with the ability to search for specific addresses, intersections, block addresses, etc. The MapViewer geocoding makes use of the Runtime Geodatabase (.geodatabase) data type. The address validation geodatabase file should contain two feature classes:

- Street Layer (required) – contains the street name and address range records to use for address validation.
- Address Point Layer (optional) – contains civic address points to locate and address more accurately.
- Common Place Names Layer (optional) – contains common place names (business names).

### Street Layer

The street layer is a required data layer for map address validation. This data layer provides functionality such as:

- Suggests matching street names with what the user has entered.
- Finds other streets that intersect with the entered street.
- Provides the closest intersection to the current GPS position.
- Provides closest address blocks to the current GPS position.

To ensure full support for all street features, the street feature class must comply with the following:

- There must be a single layer that contains all streets, highways, or anything that a site wants validated. This layer does not have to be displayed on the map.
- This layer should not have items that you do not want validated, like ramps, alleys, etc.
- This layer should have coordinates projected properly (i.e., it should be using the same spatial reference as the CAD/MDT map).
- The field values should all be in full uppercase.

The street feature class should contain the following attributes:

Field	Data Type	Mandatory/Optional	Notes
Shape	Feature Geometry (Polyline)	Mandatory	
Full street name	Text	Mandatory	Contains the full street name. This is the column that houses the final street name the MDT validates against. (e.g., E MAIN ST W). Note the following rules: Must not have special characters such as dashes (-) It is recommended to use abbreviated street types. Should only have a single space separating each word.
Left starting civic number	Number (Integer, Double, Float)	Mandatory	These fields contain the civic number range records used to validate entered addresses
Left ending civic number			
Right starting civic number			
Right ending civic number			
Left municipality code	Text	Mandatory	Contains the municipality codes that sites use for address validation. Note the following rules: The code values should match the CAD municipality codes table (e.g., PORT for Portland). Use the Left and Right municipality code fields to handle street segments that belong to two municipalities. (i.e., there should only be one record). The municipal codes should be unique system wide.
Right municipality code			
Left county	Text	Optional	The county fields are optional to help distinguish matching addresses from multiple counties. They are not used in the validation routine.
Right county			

Address Point Layer

An address point layer is not a requirement, but it greatly increases the accuracy of locating an address point or finding an address closest to the current GPS location. This layer does not replace the Street Layer outlined above, rather it augments it.

An address point layer must meet the following requirements:

- This layer refers to single points only, and not lines or polygons.
- This layer should not have items that you do not want validated, like ramps, alleys, etc.
- This layer should have coordinates projected properly (i.e., it should be using the same spatial reference as the CAD/MDT map).
- The field values should all be in full uppercase.

The address point feature class should contain the following attributes:

Field	Data Type	Mandatory	Notes
Shape	Geometry (Point) or Feature Geometry (Point)	Mandatory	
Civic Number	Text or Number	Mandatory	Contains the civic address number. If the site contains leading zero addresses, this column should contain the leading zero.
Full street name	Text	Mandatory	Contains the full street name. This is the column that contains the final street name the map validates against (e.g., E MAIN ST W). Note the following rules: Must not have special characters such as dashes (-). It is recommended to use abbreviated street types. Should only have a single space separating each word.
Municipality code	Text	Mandatory	Contains the municipality codes that the site uses for address validation. Note the following rules: The code values should match the CAD municipality codes table (e.g., PORT for Portland). The municipal codes should be unique system wide.
County	Text	Optional	The optional county field helps to distinguish matching addresses from multiple counties. It is not used in the validation routine.

Common Place Name Layer

A common place name layer is an optional layer that allows users to search locations on the map based on a business name.

Field	Data Type	Mandatory	Notes
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Shape	Geometry (Point) or Feature Geometry (Point)	Mandatory	
Common Place Name	Text	Mandatory	Contains the common place name or business name.
Full Address		Mandatory	Contains the full address. This is the column that contains the address the map validates against (e.g., 1 E MAIN ST W). Note the following rules: <ul style="list-style-type: none"> <li>- Must not have special characters such as dashes (-).</li> <li>- It is recommended to use abbreviated street types.</li> <li>- Should only have a single space separating each word.</li> </ul>
Municipality code	Text	Mandatory	Contains the municipality codes that the site uses for address validation. Note the following rules: <ul style="list-style-type: none"> <li>- The code values should match the CAD municipality codes table (e.g., PORT for Portland).</li> <li>- The municipal codes should be unique system wide.</li> </ul>

## Feature Layers

MapView feature layers contain operational information that is overlaid on top of the base map. While a base map determines how a map should look, features display operational data that changes frequently such as traffic cameras, current events, and geographic events. Feature layers can be configured to display images as well as static videos and live streams. These videos can be played from any feature layer that defines a location linking to the video. Any standard video format (e.g. MP4, WAV, etc.) is supported for static video. RTMP/RTSP formats are supported for streaming video.

## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Provide regional GIS information in either ESRI map package format or as an ArcGIS map service.
- Perform quality assurance testing on the Versaterm CAD and MDT maps to verify quality and completeness of the data.
- Resolve data issues arising from the Customer quality assurance testing.
- Define internal processes to handle the communication of required GIS data updates and to apply those updates to the source GIS.



- Work with Customer GIS resources to identify the desired GIS information to be displayed on the CAD and MDT maps.

### VERSATERM RESPONSIBILITIES

- Provide the documentation on GIS file requirements for Versaterm CAD and MDT maps.
- Assist in identifying the cause of issues arising from Customer quality assurance testing.
- Resolve application issues arising from the Customer quality assurance testing.

## 3. AUTOMATED VEHICLE ROUTING AND RECOMMENDATION (AVRR)

Automatic Vehicle Routing and Recommendation (AVRR) is functionality that enhances Versaterm CAD AVL dispatch recommendations for police units and fire apparatus.

The AVRR method determines the time (and distance) required by the unit/apparatus to get from its current location to the call by calculating the route based on the underlying street network. When calculating a route, AVRR takes into consideration speed limits and road restrictions such as one-way streets and medians.

The AVRR system loads the street network from the native ESRI shapefile storing it in a PostGIS enabled Postgres database to support AVRR functions within CAD. The following fields are captured from the street centerline shapefile. The names of the fields can be different from what is specified in this table.

Field	Date Type	Mandatory	Notes
Street Name	Char(50)	Mandatory	The street name field must contain a 'full street name' that includes direction, name, and type (e.g., N MAIN ST).
Speed limit	Numeric	Mandatory	The speed limit. Any street segments with a speed of zero will not be loaded into the system and as a result cannot be routed to.
Direction of travel	Char(1)	Mandatory	This field can contain a code representing one of the following conditions: Indicating a two-way street segment. Indicating that the traffic direction of the one-way street segment follows the direction of the segment. Indicating that the traffic direction of the one-way street segment is the opposite to the direction of the segment.
Plan Segment Id	Char (20)	Optional	This is a unique id for each street segment that can be used by the Speed Factor Plan to identify the segment to have the plan applied to.
From node Id	Large Integer	Optional	The starting and ending node ID assigned to the segment. Used to determine the segment that intersects with either end. This allows for segments to pass under an overpass and not intersect with the overpass from a routing perspective.
To node Id	Large Integer	Optional	The starting and ending node ID assigned to the segment. Used to determine the segment that intersects with either end. This allows for segments to pass under an overpass

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			and not intersect with the overpass from a routing perspective.
Divided Road Segment	Char (1)	Optional	<p>This field can contain a code that describes where along the segment the road is divided by a barrier and cannot be crossed:</p> <p>Road is divided at both ends.</p> <p>Road is divided at the start of the segment.</p> <p>Road is divided at the end of the segment.</p>

## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Provide street centerline layer containing routing data in ESRI shape file format.
- Perform quality assurance testing on the Versaterm CAD and MDT to verify the quality and completeness of the data.
- Resolve data issues arising from the Customer quality assurance testing.
- Define internal processes to handle the communication of required GIS data updates and to apply those updates to the source GIS.

### VERSATERM RESPONSIBILITIES

- Provide the documentation on AVRR file requirements.
- Perform the initial AVRR data load and assist the Customer with subsequent loads.
- Assist in identifying the cause of issues arising from Customer quality assurance testing.
- Resolve application issues arising from the Customer quality assurance testing.

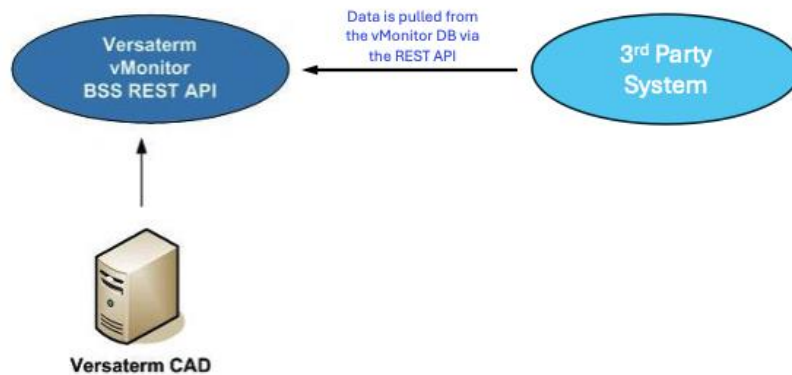
## INTERRA VMONITOR API INTERFACE

This interface provides real-time incident and unit status information for consumption by 3rd party systems (Interra).

### PROCESS FLOW

The Versaterm CAD publishes active call, unit status and AVL information to the Versaterm Monitor (vMonitor) Postgres database in real time. This interface provides a Restful based API hosted on the vMonitor server allowing analysts or 3rd party systems to pull data from the vMonitor Postgres database. The vMonitor API is configured to limit requests at a frequency of no less than five (5) second intervals.

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## CONFIGURATION

Not applicable for this interface

## DATA FORMATZ REQUIREMENTS

The data will conform to the Versaterm API specifications (bss\_rest\_api\_doc.docx Edition 1.0.0)  
The Customer is responsible to map the data elements to the 3<sup>rd</sup> party system (Interra)

## COMMUNICATION

The communication to the vMonitor API is provided via RESTFUL web services using HTTPS protocol.

## AUTHENTICATION

Authentication is done using the predefined client ID and secret provided by Versaterm. API token is returned by the vMonitor API if credentials are verified successfully.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be made available, or not from the production, training, and dev provided network access to the vMonitor API is available.

## INTERFACE TESTING

These tests are intended to ensure the interface is completely functional as designed. Below are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

### FUNCTIONAL AND COMPLETENESS TEST

This test ensures that the BSS database is populated with active call and unit status information.

### OPERATIONAL TESTS

This test ensures the Interra application is able to reconnect to the Restful API and pull data after system reboots. The BSS server will be shutdown/re-started and ensure BSS services are started as well as communications between Interra to the Restful API is established.

### PERFORMANCE TESTS

The performance tests will consist of ensuring that updates to active calls and unit status changes performed within vCAD are published to the BSS database within 2 seconds. Excluded from any measurement is network time (e.g. network between vCAD and BSS).

### EXCEPTION TESTING

The exception testing consists of disconnecting the Interra connectivity to the Restful API and after reconnecting, ensure Interra is able to re-establish its connection to the Restful API.

### DATA INTEGRITY TESTING

**It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.**

## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Provide network connectivity between Interra and the BSS server.
- Coordinate with Interra technical authorities to assist in the interface development and testing.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

### VERSATERM RESPONSIBILITIES

- Provide the Customer with the Versaterm vMonitor BSS REST API SDK.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

JDIC / CLETS / NCIC

INTERFACE SCOPE

The JDIC interface will provide a query/maintenance transaction interface from the Versaterm CAD, Versaterm Mobile Data Terminal (MDT) and from vMobile. These transactions are delivered to JDIC (the LA County Justice Data Interface Controller) and then onto the state (CLETS, DMV) and national databases (NCIC, NLETS) where they are processed appropriately. The Versaterm NCIC Gateway is used to manage and administer the interface.

The CAD user interface consists of a set of CLETS and NCIC forms that can be used to process query and maintenance transactions. Additionally, a number of transactions (query and maintenance) may be automatically triggered by transactions by special CAD command line requests.

Query transactions from the MDT and vMobile are spawned using the appropriate query form (Query Person, Query Vehicle, etc.). Once a query had been processed, the response is returned to the MDT/vMobile in the form of a message response and appear in the appropriate response “window” of the application.

CAD PROCESS OVERVIEW

From within CAD, the “NCIC” command is used to invoke this facility. Prior to allowing access to this subsystem, a security check is performed against the criteria described in Security and Restricting Access.

Once invoked, the user is presented with a transaction list so they may select the appropriate transaction by either entering the transaction code (e.g. EA, etc.) or by selecting from a list of valid transactions (known as the NCIC transaction code list). Upon entering the transaction code, the appropriate form is displayed. Mandatory fields are indicated by the convention used throughout the Versaterm applications.

The following illustrates a wanted person query form:

A screenshot of a web browser displaying the Versaterm NCIC interface. The browser's address bar shows a URL starting with 'https://usrms-test.versaterm.cloud/'. The page title is 'Versaterm NCIC'. Below the browser window, there is a menu bar with 'File', 'Edit', 'View', and 'Help'. A toolbar contains icons for 'OK/Send', 'Back', 'Copy', 'Cut', 'Paste', 'Prefill', 'Clear', 'Queue', 'VMail', and 'Help'. The main content area is a form titled 'WANTED PERSON INQUIRY'. It includes a 'BOG' field with a dropdown arrow and a 'vdx1' label. The form contains several input fields: 'ORI', 'NAM' (highlighted in yellow), 'DOB', 'SEX', 'RAC' (with a dropdown arrow), 'FBI', 'MINU', 'SOC', 'OLN', 'LIC', 'LIS', 'VIN', 'VHA' (with a dropdown arrow), 'OCA', 'NIC', 'RSH' (with a dropdown arrow), 'ENS' (with a dropdown arrow), 'EBS', and a 'COMMENT' field at the bottom.

Fields with corresponding lookup tables are indicated by the “dropdown” button (Windows convention). Upon completion of the form and pressing the “OK/Send” button or “Enter” key, form-level edits are performed (e.g. cross-field edits, mandatory field check, etc.); if an error is encountered, the cursor is placed in the appropriate field and a descriptive error message displayed. Once the transaction has been sent, the user is returned to the transaction

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selection screen. At this point, the user may continue with other transactions or close the NCIC subsystem and return to the Versaterm CAD.

Responses/Replies from the external system are returned to the users Versaterm CAD vMail mailbox.

## CAD AUTO INITIATED CLETS/NCIC TRANSACTIONS

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The following auto-initiated transactions are included with the delivery of the Versaterm CAD:

CAD Function	Generated CLETS/NCIC transaction
Person name identified in remarks	QPER (Person Multi-Query)
Vehicle plate identified in remarks	QVEH (Vehicle Multi-Query)
Command Line Person Name	QPER (Person Multi-Query)
Command Line Driver's License	QDL
Command Line Vehicle Plate	QVEH (Vehicle Multi-Query)
Command Line Vehicle VIN	QV by VIN

Note that the QPER transaction includes queries to CLETS/NCIC Wanted Person, Missing Person, NLETS and LA County Warrant files. The QVEH transaction includes queries to CLETS/NCIC Stolen Vehicle, DMV, NLETS and LA County Vehicle files.

## CAD JDIC SPECIFIC TRANSACTIONS

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The following JDIC-specific transactions are included with the delivery of the Versaterm CAD:

JDIC Transaction	Generated JDIC transaction
BKREL	BOOKING UPDATE RELEASE
BKREQ	BOOKING NUMBER REQUEST
BOOK	BOOK JUSTICE DATA SYSTEM BOOKING INQUIRY (multi-transaction screen)
CWS	JDIC COUNTY WARRANT INQUIRY
EI	JDIC EVENT INDEX INQUIRY
EIREQ	URN NUMBER REQUEST
JAI	JUVENILE INQUIRY (multi-transaction screen)
JAIENT	JUVENILE ENTRY

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LETO	JDIC ADMINISTRATIVE MESSAGES
WANT	JDIC COUNTY WANT (multi-transaction screen)
WANT3N	WIS REQUEST, WIS RELEASE, WARRANT BOOKING/ABSTRACT, RECALL WANT (multi-transaction screen)

Note that these JDIC-specific transaction are only available from CAD.

MDT PROCESS OVERVIEW

The MDT query interface uses pre-defined forms supporting a number of queries. As a by-product of entering a query (e.g. person), the user may tick check boxes to indicate which systems should be queried (e.g. NCIC, State, etc.):

Query	Generated transaction
Person query	Person Multi-Query
Vehicle query	Vehicle Multi-Query
Property item query	QA, QG (Query Gun), QB (Query Boat)

Once a query had been processed, the response is returned to the MDT in the form of a message transaction and will appear in the MDT message window.

The following is an example of a MDT Person Query form:

Query Person

Last Name

Given Name 1

Given Name 2

Race

DOB

Age

Sex

- -

Driver's License

State

CA - California

☐ Records

☒ CAD

☒ NCIC/State Warrant

☐ DRL

Remarks

Send and Close

Reset

Pin Form

Close

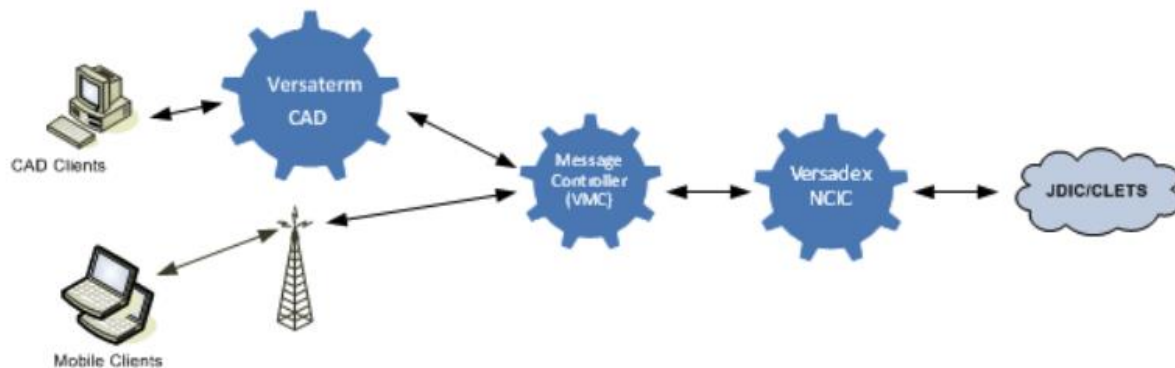
The person's last name (surname).

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**Hit Notification:** For each query response returned for a query transaction initiated from a MDT, the response will be examined by the system to look for keywords or strings (as defined by the Customer). If a keyword (e.g. Wanted, Stolen, etc.) is found, a hit sound and alert is shown to the unit that ran the query. The keywords list is maintained within the NCIC Admin module available to CAD administrators. If this keyword list is empty the functionality is automatically disabled.

## COMMUNICATIONS

Network communication to the JDIC interface is via a direct connect over TCP/IP using socket level communications. This direct connection, referred to as the “JDIC line” will be supplied and configured by the Customer and will encompass a dedicated network IP address and network port number. The data exchange methodology will conform the California DOJ standards. The NCIC Gateway provides the state-specific transaction formatting and communication requirements to the individual state interface. The NCIC Gateway also provides central management for NCIC configurations and user access. The following diagram illustrates the system connectivity points for the Versaterm applications (CAD and MDT) to the NCIC Gateway:



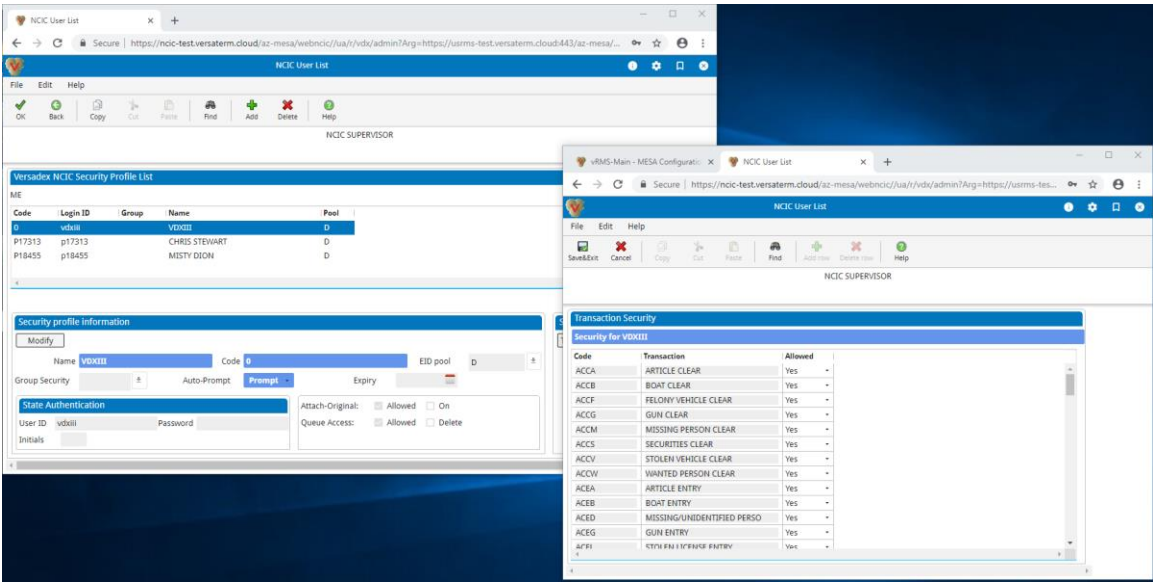
## SECURITY AND RESTRICTING ACCESS

Security is controlled with a unique security matrix for NCIC – system users must be registered in the Versaterm NCIC security matrix prior to being able to run State/NCIC transactions. Optionally, an expiry date can be maintained where the user is denied access if the current date is greater than the expiry date. For each transaction, the administrator may provide or deny the transaction privileges. Setting security is a supervisor/administrator privilege, accessed through the NCIC Supervisor module. Versaterm will complete the initial load of these values if the Customer provides in a usable format (e.g. csv or similarly delimited file).

The following screen shot is an example of the NCIC security profile and matrix for a specific user or group:



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## RESPONSE DESCRIPTION

Each response is returned as a transaction message and placed in the user’s Versaterm mailbox (vMail) or MDT message window. Lines are no more than 80 characters in width. If a query generates multiple responses, each response is delivered as an individual message.

## AUDITING AND LOGGING

The NCIC gateway switch provides a facility to log/audit all transactions and corresponding responses to an online database table (searchable via the NCIC Administrator interface). The audit file can grow very quickly so it is recommended that the log is archived & purged frequently or simply just purged (if retention of the audit is not an issue). Versaterm will provide a program which, through a scheduled system facility, will purge and/or archive the logs to readable ASCII files where the site may back them up periodically. The files are generated on a daily basis, i.e. one file for each day’s transactions.

## VERSATERM NCIC SITE CONFIGURABLE TRANSACTION (SCT) FACILITY OVERVIEW

The Versaterm interface to national, state and county/regional databases is the Versaterm NCIC subsystem. The Versaterm NCIC subsystem must be configured to recognize every transaction that site requires, where the NCIC subsystem has been identified as the medium by which the transaction is to be passed to an external system. To facilitate as flexible a means as possible for such configuration, an integral part of the Versaterm NCIC subsystem is its Site Configurable Transaction (SCT) Facility that is more informally referred to as the form-painter. While the SCT provides for the definition of forms that are associated with each transaction, it also provides for the definition of field and/or transaction level rules and, of equal importance, for definition of destination-format strings which govern how transactions will be assembled from the individual field details provided by a user.

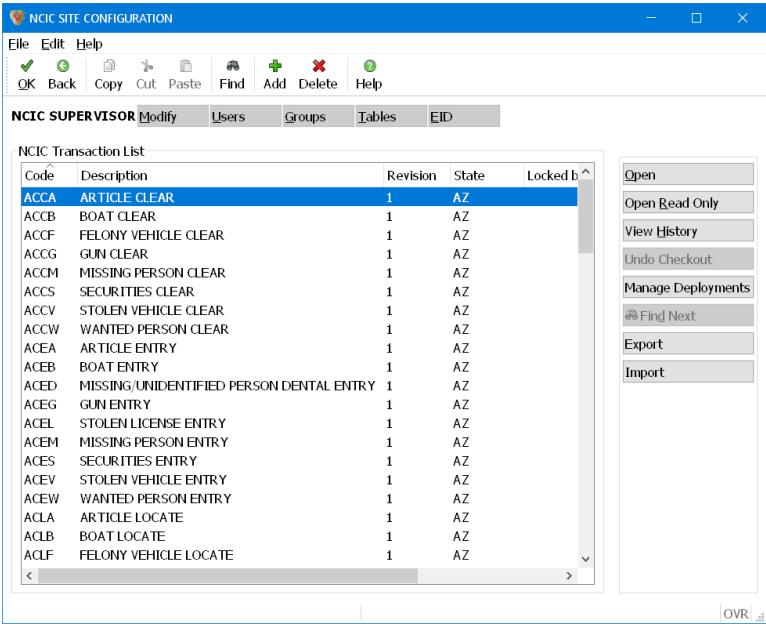
It is due to the Versaterm NCIC subsystem’s leveraging of these SCT rules and destination-format strings that every transaction to be handled by the subsystem needs to be defined using the SCT. The benefit of this approach is that any NCIC-like transaction can be supported within the NCIC subsystem (e.g. NLETS message) – it does not have to be configured in an integrated fashion within the Versaterm application. Further, the Customer is capable to adjust the transactions as the external system requirements change.

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The remainder of this section provides high-level insight into how the SCT is used to define transactions that can be made available for use with the Versaterm NCIC subsystem.

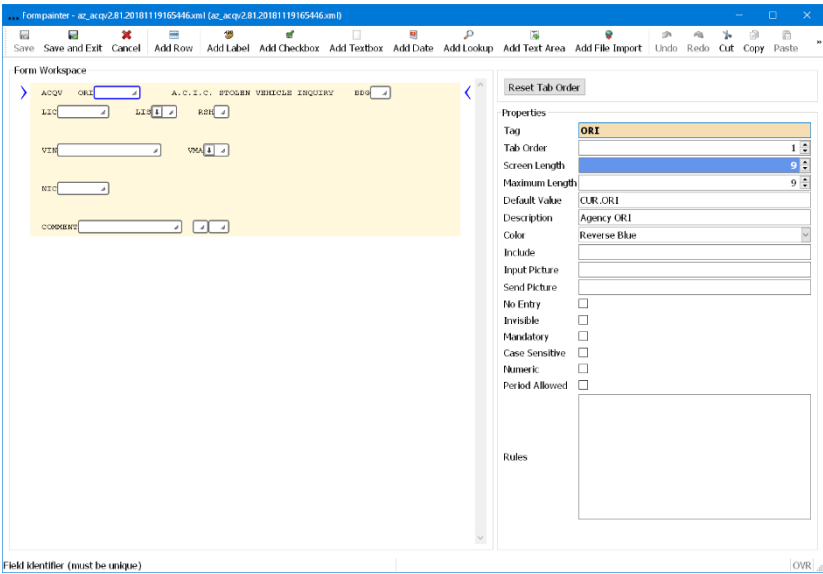
SCT FACILITY TRANSACTION DEFINITION

Transactions are maintained using Versaterm’s Site Configurable Transaction (SCT) facility. When first invoked, a list of already defined transactions is presented. From this list, existing transactions can be modified/deleted (i.e. the highlighted entry in the list representing the transaction currently in focus) or new transactions can be created (i.e. the “Add” button).



When defining new transactions, or modifying existing ones, in addition to defining a transaction code, version, type, etc., the ability to define individual fields that comprise the transaction is also required. To facilitate this, a “Modify Form” button under “Open” will open a window, similar to that illustrated below, which will permit transaction fields and labels to be defined:

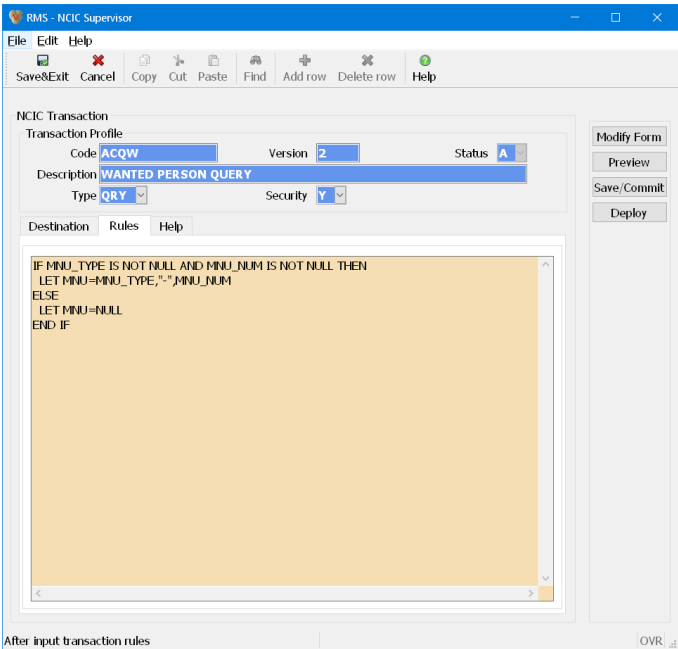
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When a field is defined (as shown above), characteristics such as length, default value, field-level rules, permitted values, picture clauses, lookup-table, etc. can be specified. A field tag-value unique to the transaction must also be specified. This tag-value becomes the name by which the field will be referenced when form level rules and/or destination-formats for the transaction are defined. In addition to fields, the screen painting form also allows for the (optional) definition of labels to make the form readable to the user.

FORM-LEVEL RULES

With the transaction defined, form-level rules and/or destination-formats can be defined. Form-level rules are rules that are applied after the entire form has been specified as opposed to after when an individual field has been entered. Form-level rules can be defined by clicking the “Rules” tab when a transaction is opened and are useful for performing multi-field edits, specifying which destination-formats are to be used and constructing fields that can be used and when populating a destination-format. A sample form-level rules definition might be:



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In this case, it is assumed a form has been defined that among others has fields with tag-values of MNU\_TYPE and MNU\_NUM (i.e. individual fields that when combined would form the NCIC miscellaneous-number - MNU field). If both the MNU\_TYPE and MNU\_NUM fields above were assigned values when the transaction was being entered then the above rule stipulates that a new variable, MNU, will be assigned the value of the MNU\_TYPE field entered on the transaction form, followed by a hyphen ("-"), followed by the value of the MNU\_NUM field entered on the transaction form. The resulting MNU variable can then be used later on within the rules section or even used in a destination-format definition.

To specify destination-formats, the “Destinations” tab is clicked on the NCIC transaction window. This causes a window similar to the following to be displayed:

The screenshot shows the 'RMS - NCIC Supervisor' application window. The 'NCIC Transaction' section is active, displaying a 'Transaction Profile' with fields for Code (ACQV), Version (2), Status (A), Description (STOLEN VEHICLE QUERY), Type (QRY), and Security (Y). Below this is the 'Destination List' table, which has columns for Code and Interface, and contains one entry: ACQV and STATE. The 'Destination Details' section is also visible, showing the Destination Code (ACQV), Interface (STATE), and a checkbox for 'Send by default' which is checked. The 'Destination Format' field contains a complex string: ACQV.ORI/[ORI].BDG/[BDG].LIC/[LIC].LIS/[LIS].RSH/[RSH].VIN/[VIN].VMA/[VM]. The 'Transaction prototype to send to the remote system' field is empty. The window has a menu bar (File, Edit, Help) and a toolbar with various icons. On the right side, there are buttons for 'Modify Form', 'Preview', 'Save/Commit', and 'Deploy'.

The destination list capability provides flexibility in dealing where a single transaction may be sent to multiple systems.

The destination-format generally conforms to rules that tend to be specific to the state and county level messages-switches that the transaction must navigate. State provided documentation is usually required to define these formats.

When specifying a destination-format, it is usually comprised from a combination of hard-coded literals (e.g. see ACQV, NAM, DOB, etc., outside of brackets/braces above) and/or variables. These variables come from SCT defined constants, from form fields as identified by their tag-value (e.g. see NAM, RAC, DOB, etc., embedded within braces above) and/or from variable names assigned values within the form-level rules section (no example provide above). There is nothing that prevents a hard-coded literal from being the same as a variable name. The destination-format parser distinguishes the appropriate context based on whether or not the value is embedded inside brackets/braces; values inside brackets/braces are variables and values outside brackets/braces are hard-coded literals.

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## BUSINESS CONTINUITY

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This interface is available from the production environment across data centers provided there is connectivity from the CAD server to JDIC.

## INTERFACE TESTING

---

These tests are intended to ensure the CLETS/NCIC interface is accurate and complete in submitting transactions and delivering responses. The following are descriptions of the tests to be performed for the specific interface during the Functional Acceptance Test period.

### FUNCTIONAL AND COMPLETENESS TEST

---

For each query/maintenance transaction, the site will verify the corresponding transaction is generated. Invalid combinations are entered to verify edits.

### OPERATIONAL TESTS

---

For each query/maintenance transaction, the site will verify the transaction response. Each response should be compared to the transaction responses returned from the State interface contained in the legacy system.

### PERFORMANCE TESTS

---

The performance tests include a load test where site will run a number of queries from various workstations to ensure the interface can handle the expected workload while routing responses back to the proper originators. External system response time may vary and is outside of the control of Versaterm.

### EXCEPTION TESTING

---

The exception testing consists of “unplugging” the interface to ensure the line failure is detected and that any queries are retained in the outbound queue and subsequently submitted once the failure has been corrected.

## RESPONSIBILITIES

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### CUSTOMER RESPONSIBILITIES

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- Assist Versaterm in configuring the JDIC connectivity and configuration parameters.
- Configure (and test) required networking components, including firewalls, to enable communication between the Versaterm server environment(s) and JDIC
- Provide remote access to the server environment permitting Versaterm to configure and test remotely, as required.
- With remote assistance from Versaterm, complete any state-required Certification testing

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- Perform interface testing

## VERSATERM RESPONSIBILITIES

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- Install and configure the NCIC Gateway software in the implementation server environment (initially) and then within the production server environment.
- With assistance from the Customer, configure socket communication to JDIC.
- Install and configure the initial Versaterm NCIC/State/County transaction set (transactions).
- Perform initial functional/integration testing of the NCIC interface.
- Complete any state-required staff certifications for software providers.

## MARK43 RMS

The Interfaces transfers police call-for-service (CFS) data from CAD to the Mark43 RMS system. CFS data files are transferred from the CAD system to a folder on the AWS FTP server making them available for consumption by Mark43 RMS.

### PROCESS FLOW

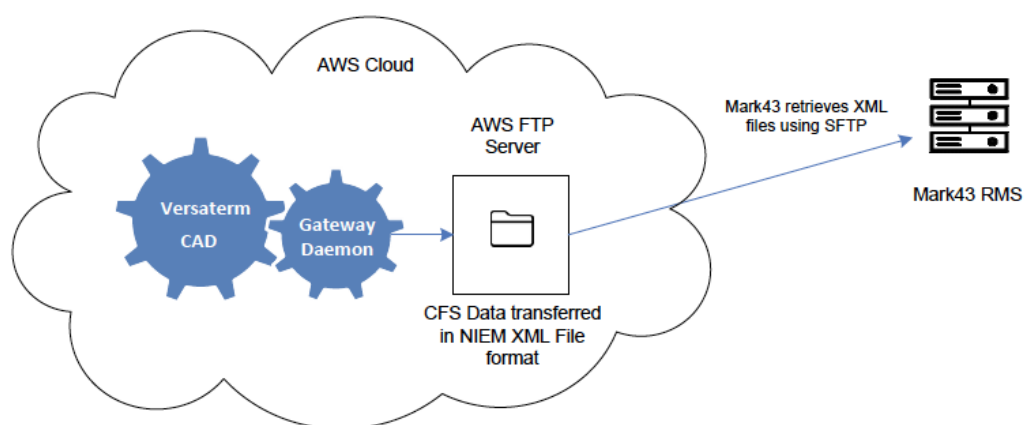
vCAD supports a configuration parameter, by call type, to indicate when a CFS should be transferred to Mark43 RMS (on call initiation or on call close – trigger the send). In addition, vCAD supports configuration options where specific unit status codes may also trigger the CFS transfer (e.g. at scene).

Once triggered, the calls-for-service will be transferred and then re-sent (i.e. entire call) whenever any subsequent changes or updates are performed to the CAD CFS. A change or update may include a change of information (e.g. address) or any additional details (remarks, dispatches, etc.). The dispatcher may also trigger the send via the CAD command line.

vCAD identifies the CFS as requiring a transfer by placing the CFS key into a queue for processing known as the RMS Gateway. At a pre-configured interval (e.g., 1 minute), the RMS Gateway will transform the CFS into a NIEM-compliant XML format and write the file to a designated folder on the Versaterm AWS FTP server making the files available to Mark43 RMS. Mark43 RMS monitors the folder and transfers file to their server via password-less SFTP.

As the XML file can be written multiple times (i.e., CFS is re-sent), the XML file name remains the same so the file is always the most recent. It is anticipated Mark43 RMS will remove the file (move to an archive/processed folder for backup/debugging purposes).

The following diagram illustrates data flow between vCAD and Mark43 RMS:



### CONFIGURATION

The following configuration parameters control must be reviewed/set for this interface.

Configuration Screen or File	Configuration Setting	Possible Values	Recommended Setting
Police Call Type Maintenance Screen	Transfer to RMS	On Call Clear On Call Initiation	TBD
Unit Status Code Maintenance	Transfer to RMS	Transfer on Status Change No Transfer	TBD
Jurisdiction Parameters	Transfer Calls	Yes/No	Yes
	Transfer Instructions		TBD
Vdxiii.cadsvc.cron	Cron entry for SFTP transfer of CFS file		TBD

#### DATA FORMAT REQUIREMENTS

The CFS data is provided in Versaterm NIEM XML file format. The Versaterm NIEM IEPD will be provided prior to interface development.

The Customer will develop the data field mapping between the Versaterm NIEM XML file and the destination system to determine which Versaterm data elements will be populated within the destination system.

#### COMMUNICATION

The communication between Mark43 RMS and the CAD application server is provided via password less SFTP, using server RSA public/private keys.

#### AUTHENTICATION

Not applicable for this interface.

#### BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be made available on all servers (production, dev/test, training and any redundant and/or disaster recovery) within the CAD environment provided network connectivity is available from the Versaterm AWS FTP server to Mark43 RMS.

Note that to function in environments other than production, we assume the Customer will interface to the equivalent Mark43 RMS environment (dev/test, etc.), if applicable.

#### INTERFACE TESTING

Interface testing is intended to ensure the interface is completely functional as designed. The following are descriptions of the tests to be performed for this specific interface during the



Functional Acceptance process. Prior to go-live, Customer will provide a test Mark43 RMS environment to support development and test activities.

### FUNCTIONAL AND COMPLETENESS TEST

This test will ensure that calls are routed to the correct destination. Further, this test will ensure that by configuring the “Transfer to RMS” flag, calls-for-service are sent (and re-sent) appropriately.

The test will use two call types where:

- Transfer to RMS flag set to “on Call Initiation”.
- Transfer to RMS “on Call Close”.
- Transfer to RMS “Status Change”

Calls will be created using the test call types configured in the CAD. Additionally, the transfer can be initiated from the command line. The user will confirm that calls are transferred to the appropriate destination system as required and on the appropriate intervals.

Upon closing a call, the calls will be updated and this test will verify that the updated data is transferred to Mark43 RMS.

### OPERATIONAL TESTS

This test ensures the interface is available (continues to function) after system re-starts or failover. The operator will re-start the system and confirm that CAD calls-for-service are transferred from vCAD.

### PERFORMANCE TESTS

The performance test consists of initiating the transfer, either manually or automatically, ensuring the data is transferred. The time from initiating the transfer to the destination is not to exceed 3 minutes. However, delays caused by the destination system in processing the data is not counted in the calculation.

### EXCEPTION TESTING

The exception tests consist of disconnecting the interface between AWS FTP server and Mark43 RMS server (e.g. disable file transfer process between AWS FTP server and Mark43 RMS server) and after reconnecting, ensure Mark43 RMS can reach the AWS FTP server and calls that are queued in CAD while the interface is disconnected are sent.

### DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

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## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Facilitate and/or configure a test environment to support testing activity.
- Provide network connectivity between Mark43 RMS and the AWS FTP.

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- Define the field mapping between Versaterm CAD NIEM call-for-service file and Mark43 RMS.
- Coordinate with Customer and Mark43 RMS technical staff to assist in the interface development and testing.
- Modify Mark43 RMS as required with the ability to receive and process multiple XML files for the same call-for-service (i.e. CAD updates to an already transferred CFS will result in a subsequent XML file to be transferred).
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

## VERSATERM RESPONSIBILITIES

- Provide Versaterm's NIEM schema to Mark43 RMS.
- Install and configure the gateway to transfer the NIEM XML files to the AWS FTP server.
- Provide documentation, assistance and guidance as the Customer works on field mapping definition between Versaterm CAD NIEM call-for-service file and Mark43 RMS.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

MOTOROLA MCC7500 RADIO SYSTEM (PTT/ERTT)

This interface displays radio identifier, unit and officer information on the CAD status screen whenever an officer keys (i.e. presses the Push-To-Talk button) their portable or vehicle mobile radio (PTT). This interface also displays an emergency warning message to all CAD status screens and an indicator on the CAD maps when an officer presses the emergency key/button on their radio (ERTT).

PROCESS FLOW

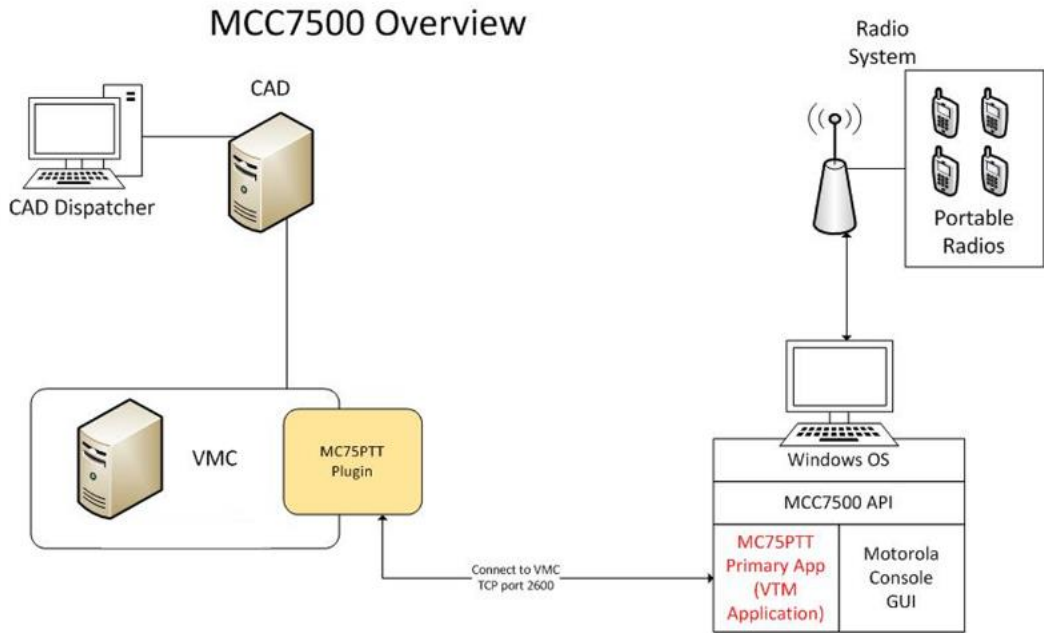
The Versaterm MCC7500 voice radio interface (MC75PTT) receives, and processes push-to-talk (PTT) and emergency (ERTT) transactions received from portable and vehicle mobile radios. The Versaterm developed MC75PTT application, installed on an MCC7500 console, connects the Motorola Voice Radio system to the CAD system.

The radio identifier received from the MCC7500 will be validated against Customer maintained tables in the CAD database to retrieve the appropriate Officer and/or Unit ID information. This information will then be reflected on CAD Status Screen marquees as configured by the mapping of radio talk groups/channels to coverage areas (positions).

The PTT information (unit/officer and radio identification) information will be displayed on the CAD status screen marquee, at only those dispatch consoles configured for the talk group or coverage area mapping, that particular unit/officer is assigned.

ERTT unit/officer and identification will be displayed on the CAD status screen marquee at all dispatch consoles (i.e. wherever the status screen is displayed).

To distinguish the PTT received between a portable radio and an in-car radio, CAD prefixes an indicator of '(P)' for portables radios and '(U)' for in car radios on the Status Screen marquee.



## INTERFACE INSTALLATION

The Versaterm MC75PTT interface module is developed using the Motorola supplied MCC7500 Application Programming Interface (API) and Software Developer's Kit. This application must be installed on an MCC7500 console.

The MC75PTT interface module can also be installed on a secondary MCC7500 console, for redundancy. Should the primary console fail (down), the secondary MCC7500 radio interface module will connect to the VMC and process transactions. Note that the primary and secondary MCC7500 consoles must be identically configured, and not changeable or reconfigurable by a user, otherwise functionality and behavior could differ and cause unexpected behavior.

## CONFIGURATION

The following configurations are associated with this interface.

Configuration Screen or File	Details
Portable Radio table portable_id	The CAD Administrator enters the portable radio identifications into the CAD 'Portable Radio' table. The radio identification number entered in the CAD "lid" field (up to 32 characters) maps to the CAD portable radio number (up to 6 alphanumeric). The portable radio may be optionally assigned permanently to a warden – recorded in the 'Officer Identification Number' table (this may be overridden at sign-on or during the shift).
Vehicle ID table vehicle_id	The CAD Administrator maps vehicle mobile radios ID to the vehicle ID in the 'Vehicle ID' table within CAD. Optionally, the mobile radio ID can be updated / overridden at MDT sign-on. See the "Versaterm CAD / Radio Configuration User/Administrator Guide" for full configuration details (Version 7.6 Edition 1.0 or higher).
VmcConfig.vcfg	This configuration file located on the MCC7500 console that has the MC75PTT application installed on it must be updated with the connection details for the VMC.
Mc75Config.vcfg	This configuration file located on the MCC7500 console that has the MC75PTT application installed on it must be configured to enable the PTT and ERTT functions.
TalkGroup.vcfg	This configuration file located on the MCC7500 console that has the MC75PTT application installed on it must be updated to include the talkgroups that need to be monitored.

## DATA FORMAT REQUIREMENTS

Data transmissions (message formatting and flow control) are provided as identified in the Motorola MCC7500 SDK.

## COMMUNICATION

Communication from the VMC to the Versaterm MCC7500 radio interface module (MC75PTT), residing on the MCC7500 console, is provided via a TCP/IP communication link.

## AUTHENTICATION

Not applicable for this interface.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be made available on all environments provided connectivity between VMC application server and the MCC7500 console is available. The interface can be enabled/disabled by configuring the appropriate interface configuration parameter in the interface section of the local server resource or similar configuration file.

## INTERFACE TESTING

These tests are intended to ensure the interface is completely functional as designed. Below are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

### FUNCTIONAL AND COMPLETENESS TEST

The test includes pressing the PTT and ERTT buttons from the portable or from in car radio and ensuring the Unit/Officer information is displayed on the status screen marquee. For PTT transactions the information is displayed on status screen marquee of the dispatch consoles responsible for that particular area of the Unit/Officer. For ERTT transactions, the information is displayed at all dispatch consoles with a status screen displayed.

### OPERATIONAL TESTS

This test ensures after system reboots, the interface is available and able to communicate with MCC7500 console.

### PERFORMANCE TESTS

The performance tests are measured from the time the Motorola MCC7500 system delivers the event until the time the event is displayed on the CAD status screen. The Versaterm interface will not require more than 2 seconds in processing the transaction. Excluded from any measurement is network time (e.g. Radio Network) or external system processing time.

### EXCEPTION TESTING

This test includes shutting down the connectivity (i.e. pulling the plug) to the Motorola network and ensuring that the Versaterm interface will automatically re-connect once connectivity is re-established. No queuing or notifications occur with this interface.

## DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Provide a dedicated MCC7500 console for this interface.
- Configure network access to permit the VMC system to connect to the MCC7500 console.
- Provide Versaterm with remote access to the designated MCC7500 console (if possible). If remote access is not possible, install the Versaterm interface on the designated MCC7500 console.
- Be responsible for any costs associated with any Motorola provided component, documentation or software (SDK, etc.) as well as any Motorola lab fees, technical engineer fees, or other Motorola fees..
- Configure the CAD tables (portable\_id, vehicle\_id, officer\_number and message handles, etc) as required.
- Liaise with Motorola technical authorities during interface configuration and testing.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing and provide written acceptance of the tests.
- Perform integration testing as described in the Interface Testing section above.

### VERSATERM RESPONSIBILITIES

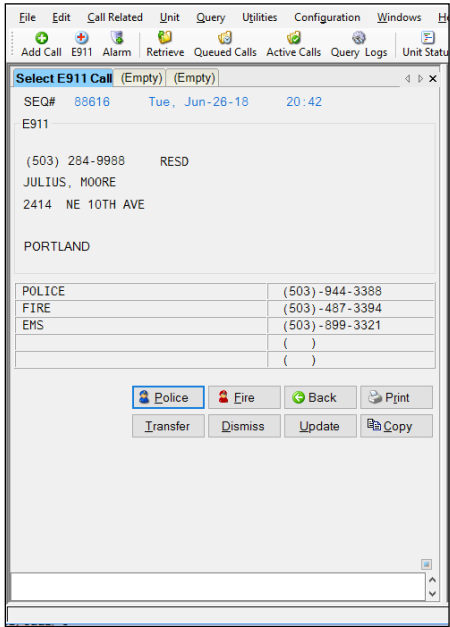
- Install and test the MCC7500 interface.
- Perform initial integration testing as described in the Interface Testing section above and provide test results to the Customer.
- Provide assistance and guidance through the Customer acceptance tests.

MOTOROLA VESTA 911

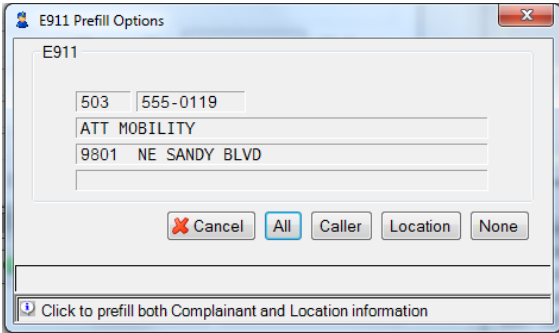
The 911 interface provides ANI/ALI information from the Motorola Vesta 911 System to the Versaterm vCAD (vCAD).

PROCESS FLOW

Upon answering a 911 telephone call on the Motorola Vesta System, the call-taker selects the “add by 911” hot-key (e.g. function key) or button on the vCAD window to display the position-related ANI/ALI information within their vCAD window/folder. The vCAD system will display the most recent ANI/ALI information received and present the call-taker with several possible options to create a call, dismiss the call, etc. An illustration of the data and choices are depicted below:

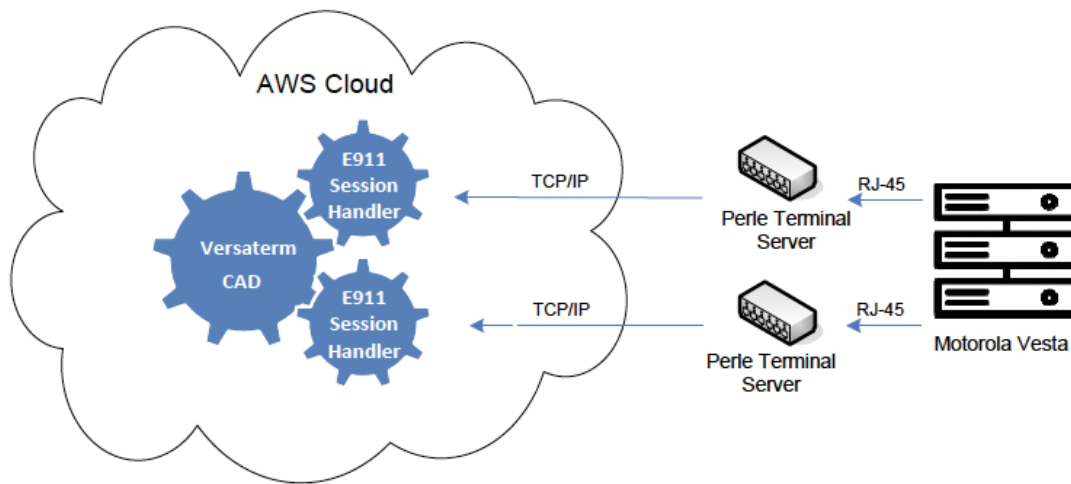


In selecting either the Police or Fire/EMS option, the vCAD supports a site configuration option where all data is prefilled into the call mask/form immediately or presents a dialog to the user so they may selectively pre-fill information (e.g. name, address, telephone number) into the call form. If the System is configured to pop-up the selection dialog, the following illustrates the choices available:



Once the data is transferred into the call mask, the address is geo-verified after the user <tabs> through the address field.

The following diagram illustrates data flow from Motorola Vesta system to vCAD:



## CELLULAR PROCESSING IN vCAD

### Wireless Phase II Call Processing

When a Phase II cellular 911 call is received, vCAD converts the latitude/longitude (lat/long) using the x-y projection provided by the Customer GIS (corresponding to the Master Street Index and maps loaded in vCAD). By doing this, the interface then attempts to identify the closest known address/intersection. If an exact match is not found, vCAD will display a list of alternate locations for the call-taker to select from. The call-taker also has the option to override the recommended selection and type in a descriptive 'dispatchable' location.

### Rebidding

Re-bids are received as new ANI/ALI feeds in vCAD. The call taker may choose to create a new call from a rebid ANI/ALI feed. The new call is not automatically linked to the original call however the user has the option to manually link the call to the original call if desired. That being said, the new incoming 911 rebid ANI/ALI record can be automatically linked to the call for service that was generated from the original ANI/ALI feed should the 911 call taking equipment provider (Motorola Vesta) provide rules as to how to match the rebid ANI/ALI information to an original ANI/ALI feed.

Similar is also true for a WPH2 call, where multiple incoming ANI/ALI feeds can be received for a WPH2 call. vCAD has the capability to match the subsequent incoming feeds to the original call if rules can be provided by the call taking equipment provider (Motorola Vesta).

If a 911 ANI/ALI feed (e.g. rebid) is not actioned by the call taker, the ANI/ALI feed is automatically dismissed after a configurable number of seconds (no longer presented to the call-taker). The vCAD administrator may configure the number of seconds within the vCAD System parameters (under the Supervisor module). However, prior to the duplicate ANI/ALI record(s) automatically being dismissed, they will continue to be available and displayed within the call-taker's vCAD window/folder should they select the "add by 911" hot-key or button.



Note, however, although an ANI/ALI feed may be dismissed, all ANI/ALI feeds are recorded in the vCAD database and available from the Query 911 feature.

## SPECIAL PROCESSING

Versaterm is not responsible for the quality of data received from the 911 provider. The data is expected in a fixed field format following rigid conventions. If data is not received in a consistent manner and cannot be parsed programmatically, the call-taker must correct the information. For example, a name is typically received in the following format:

**surname, first middle** (SMITH, JOHN M)

However, if the 911 directory listing contains deviations from the above (e.g. "SMITH, JOHN & SHIRLEY"), the E-911 Interface would assume "JOHN" as the first name and "&" as the second name. It will be the call-taker's responsibility to *correct* the field(s), once pre-filled on the call form.

## DATA FORMAT REQUIREMENTS

The final format will be provided to Versaterm prior to interface development and Versaterm assumes the data spill is standard as with other installations.

Note – as part of the ANI/ALI feed, the Motorola Vesta system **must** include the position of the call-taker handling (answering) the 911 call. Each vCAD call-taking/dispatch Desk will be assigned a unique position ID which is used to then present the corresponding ANI/ALI call information to the correct vCAD Desk.

## CONFIGURATION

Configuration Screen or File	Configuration Setting	Possible Values	Recommended Setting
E911_Cfg	Internal Procedure Call Key Database Name		TBD
DA_Cfg	Database Agent Log File Logging Mode		TBD
Session_Cfg	Automatic Start Transaction Acknowledgement Parameter File Name Log File Name Timers		
vCAD Parameters	Notify E911 Abandoned calls by handle	Yes/No	TBD

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General Settings			
	E911 handle name		TBD
	E911 Installed	Yes/No	Yes
	Select E911 information to pre-fill call	Yes/No	TBD
	Default E911 query		90 days
	Seconds before dismiss		180 seconds
	Allow placing E911 calls on hold		TBD

## COMMUNICATION

Communication is provided via two RJ-45 serial communication links from the Motorola Vesta system. Each serial link is connected to a Perle terminal server which converts the serial communications to UDP to communicate with the vCAD server. The Perle Trueport software on the vCAD server will present these internally on the CAD server as serial (com) ports.

In the Customer's implementation of the Motorola Vesta 911 System, the vCAD system will receive two simultaneous and identical ANI/ALI feeds for each 911 telephone call (one down each link or serial port). Two 911 session handlers will be configured on vCAD. Each session handler will connect to an incoming com port( ANI/ALI feed). Only one session handler will be running at a given time. The local system administrator will be able to shutdown/bring-up a session handler as required (e.g. if there is an issue on a line).

Note that all incoming ANI/ALI records processed by vCAD, including duplicate WP2 records and rebids, are captured and logged in vCAD and available from the Query 911 feature.

## AUTHENTICATION

This section is not applicable to this interface.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface is available from the production environment across data centers provided there is connectivity from the vCAD server to the Perle terminal server (which connects to the serial 911 interface on the Motorola Vesta server).

## INTERFACE TESTING

These tests are intended to ensure the interface is functional as designed. The following are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

### FUNCTIONAL AND COMPLETENESS TEST

This test ensures that whenever the call-taker answers a 911 call, and presses the appropriate vCAD function key/button, the 911 ANI/ALI information is displayed. The test will

also confirm the 911 data populates into the appropriate complaint fields and that Phase II wireless x-y coordinates are provided for the map display. The test will confirm that the original 911 data is stored with the call and in the 911 log for later retrieval.

### OPERATIONAL TESTS

This test ensures the interface is available after connectivity is lost and re-established. The operator will disconnect Perle device from the call handling equipment and confirm that 911 data is received by vCAD once connectivity is re-established

### PERFORMANCE TESTS

The performance test consists of answering a 911 call, pressing the 911 function key/button and having the corresponding ANI/ALI data displayed. The time from pressing the 911 function key until the ANI/ALI data is displayed is not to exceed one (1) second.

Time delays introduced by the Motorola Vesta system, or the network are not included in any time measurements.

### EXCEPTION TESTING

The exception test consists of unplugging interface and, after plugging it back in, ensuring that it re-connects and functions.

### DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interface functions as required.

## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Provide Motorola Vesta system interface specifications
- Acquire and install the necessary hardware/equipment including the Perle terminal server to connect the Motorola Vesta server (serial interfaces) to the vCAD server.
- Provide the serial cable required with the necessary pinout to connect to the Perle terminal server.
- Configure the Perle terminal server as per the requirements provided by Versaterm.
- The Customer will provide and install any necessary connectivity from the E 911 System to the vCAD server location(s).
- Provide specifications for the ANI/ALI data stream.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

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## VERSATERM RESPONSIBILITIES

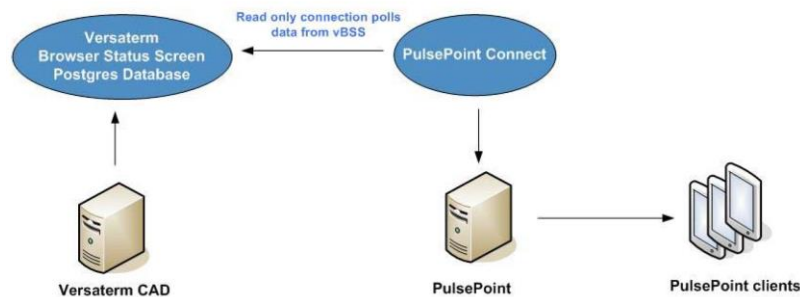
- Provide necessary hardware specifications, including those for the terminal server.
- Install and check out E911 interface, ensuring that 911 ALI information is stored correctly in the vCAD database.
- Configure the vCAD E911 interface.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

## PULSEPOINT

This interface provides up-to-date call and unit status information to the PulsePoint server making it available to end users accessing the PulsePoint application.

### PROCESS FLOW

The vCAD publishes all active call and unit status information to the vMonitor (BSS) database in real time. This interface uses a Restful API hosted on the Versaterm server called from the PulsePoint Connect application allowing the PulsePoint to pull active vCAD data into the PulsePoint server. The PulsePoint application is configured to pull vCAD data in BSS at no less than 5-second intervals.



### CONFIGURATION

Not applicable for this interface

### DATA FORMAT REQUIREMENTS

The data will conform to the Versaterm API specifications (bss\_rest\_api\_doc.docx Edition 1.0.0)  
The Customer is responsible to map the data elements to the 3<sup>rd</sup> party system (PulsePoint)

### BUSINESS CONTINUITY

This interface is available from the production, training and test vCAD environments. During system implementation the vCAD process will be tested on the vCAD Test system and ported to the Train system. Once in production use the Train and Test query can be turned off or run on an as needed basis.

### CONNECTIVITY

The communication between PulsePoint Connect application and the BSS will be through a Restful based API following the Versaterm vMonitor BSS REST API SDK.

### AUTHENTICATION

Authentication is done using the predefined client ID and secret provided by Versaterm. API token is returned by the vMonitor API if credentials are verified successfully.

### INTERFACE TESTING

These tests are intended to ensure the interface is completely functional as designed. Below are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

#### FUNCTIONAL AND COMPLETENESS TEST

This test ensures that the BSS database is populated with active call and unit status information.

#### OPERATIONAL TESTS

This test ensures the PulsePoint Connect application is able to reconnect to the Restful API and pull data after system reboots. The BSS server will be shutdown/re-started and ensure BSS services are started as well as communications between PulsePoint to the Restful API is established.

#### PERFORMANCE TESTS

The performance tests will consist of ensuring that updates to active calls and unit status changes performed within vCAD are published to the BSS database within 2 seconds. Excluded from any measurement is network time (e.g. network between vCAD and BSS).

#### EXCEPTION TESTING

The exception testing consists of disconnecting the PulsePoint connectivity to the Restful API and after reconnecting, ensure PulsePoint is able to re-establish its connection to the Restful API.

#### DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

### RESPONSIBILITIES

#### CUSTOMER RESPONSIBILITIES

- Provide network connectivity between PulsePoint and the BSS server.
- Coordinate with PulsePoint technical authorities to assist in the interface development and testing.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

#### VERSATERM RESPONSIBILITIES

- Provide the Customer with the Versaterm vMonitor BSS REST API SDK.

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- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

RAPIDSOS

This interface delivers caller location and additional information from RapidSOS to the Versaterm vCAD system. It presents this information on the Versaterm maps and can be used to pre-fill the call entry screen.

PROCESS FLOW

Upon receiving a call through the e911 interface, the vCAD system immediately requests information from RapidSOS. This information, once retrieved, is accessible to the call-taker. Throughout the duration of the 911 call, the system regularly fetches location updates from RapidSOS at predefined intervals, such as every 5 to 10 seconds.

The data retrieved from the RapidSOS interface includes the caller's latitude and longitude, along with uncertainty and confidence metrics, and additional information. The caller location is automatically displayed on the call-taker's integrated map. This is in addition to the location already displayed from the E911 interface. The location data from RapidSOS is shown in a distinct color from that of the E911 information, ensuring clear differentiation between the two sets of location details. Additionally, the movement of caller locations can be visualized as a breadcrumb trail on the MapViewer, with an option to toggle this feature on or off.

Using a designated hotkey or button, call-takers can automatically fill in the caller's location received from RapidSOS into the vCAD call entry form and can access additional information such as uncertainty and confidence by selecting the caller's location on the map. The additional data received from RapidSOS can be added to the vCAD call as remarks.

Information from RapidSOS is stored in the vCAD database together with the E911 data, permitting the users to access and review these details post-call.



CONFIGURATION

The following configurations are available for this interface and are set by Versaterm.

Configuration Screen or File	Configuration Setting	Details
\$VDXFILES/etc/rapid_sos_config.json	api_endpoint	RapidSOS endpoint URL
	client_id	RapidSOS provided API Client ID
	client_secret	RapidSOS provided Client Secret Key



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	call_update_interval	Number of seconds to request new information from RapidSOS (default: 30 seconds)
	supress_desk_message	This setting controls whether updates are displayed on the 911 viewer each time new data is received from RapidSOS (default setting: always display updates)
	call_ttl	Number of seconds after last update to stop requesting additional information from RapidSOS for a call (default: 4 minutes)

## DATA FORMAT REQUIREMENTS

The interface conforms to the specifications issued by RapidSOS for the following APIs:

[LEI \(Latest Emergency Information\)](#) - version 1.5

[RAD-E \(RapidSOS Additional Data\) Enhanced](#) - version 2.0.0

## COMMUNICATION

Communication between the Versaterm vCAD and the RapidSOS end point is via web services using the HTTPS protocol (port 443)

## AUTHENTICATION

Authentication with the RapidSOS system utilizes a Client ID and Client Secret for secure access.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be available in the Production, Test and Training environments provided there is connectivity to RapidSOS.

## INTERFACE TESTING

These tests are intended to ensure the interface is functional as designed. The following are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

### FUNCTIONAL AND COMPLETENESS TEST

This test ensures that whenever a call is received through E911 interface, the RapidSOS system is queried automatically and if available, RapidSOS location information is displayed on the vCAD map. The test will also confirm that additional RapidSOS information is available when clicking on the RapidSOS location on the map. The test will confirm that RapidSOS data is stored in the vCAD database with E911 record.

### OPERATIONAL TESTS

This test ensures the interface is available after system reboots or failover. The operator will re-start the system and confirm that RapidSOS data is received by vCAD.

### PERFORMANCE TESTS

The performance test consists of answering a 9-1-1 call, pressing the E911 function key/button and having corresponding RapidSOS data displayed. The time from pressing the E911 function key until the RapidSOS data is displayed is not to exceed 1 second. Excluded from any measurement is network time (e.g. network between vCAD and the RapidSOS Clearinghouse) and external system processing times from the RapidSOS API/Portal.

### EXCEPTION TESTING

Exception testing involves temporarily disabling the interface, then reactivating it to confirm it reconnects and operates correctly.

### DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interface functions as required.

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## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Set up a RapidSOS account and provide access credentials to Versaterm.
- Provide connectivity between the Versaterm vCAD and RapidSOS.
- Collaborate with RapidSOS on the development, configuration, and testing of the interface.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

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## VERSATERM RESPONSIBILITIES

- Develop, install and configure the interface.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

## REDDINET

This interface receives real-time hospital status from ReddiNet and provides dispatchers with notifications and access to real-time hospital status information from within vCAD. This interface also provides status information for non-hospital entities such as helicopters and various EMS agencies (e.g. public health officer, health department, etc.).

### PROCESS FLOW

The interface maintains a notepad entry (information file) which contains details for each record received from ReddiNet (hospital and non-hospital). The notepad entry contains the code, name and status fields as received from the ReddiNet system for each record received. For hospital records that are not open, status remarks are displayed; otherwise, the hospital is listed as open. For non-hospital records (e.g. helicopter and EMS agencies) that are not open, status remarks are displayed; otherwise, the facility is listed as available. The notepad entry can be viewed by CAD and mobile users to see the current status received from ReddiNet. The order in which the facilities are displayed in the notepad entry are hospitals displayed first and the non-hospital records are displayed in same order as received from ReddiNet.

Additionally, CAD has a hospital maintenance facility to record hospital information in discrete database fields. The fields include hospital code, name, address, status and status remark field. The status field is a dropdown lookup field containing 'Open' and 'Other' as options. The status remark text field is used to store the various elevated statuses received from ReddiNet for a given hospital. Upon receiving hospital status updates from ReddiNet, the CAD interface concatenates the various remarks, if provided, and updates the status remark text field in CAD. The hospital record also contains an external ID field that is used to map incoming hospital records from ReddiNet to the CAD hospital record. The Customer CAD administrator must pre-enter the hospitals into the hospital maintenance facility in order to enable this interface to auto-update the corresponding hospital statuses based on the information received by ReddiNet. The hospital record should only contain hospital facilities and not the non-hospital entities such as helicopters and the various EMS agencies.

A notification is sent to the Fire dispatchers when a hospital status is changed by this interface to a status other than open. This does not apply to non-hospital records (e.g. other facilities such as helicopters and EMS agencies). Additionally, when a CAD or Fire MDT user initiates a patient transport to a hospital that is in a status other than open, a notification is sent to the user who initiated the transport. The system however does not prevent the user from transporting to a non-open hospital.

The Versaterm CAD initiates web service requests to ReddiNet at 1-minute intervals to request the list of current statuses. The CAD then updates the notepad entry for all hospital and non-hospital records as well as updates the status/remarks in the corresponding hospital records in CAD for the hospital records. As mentioned above, hospitals must be pre-loaded into the CAD hospital maintenance facility in order to enable this interface to update the status based on the information received from ReddiNet.

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For each facility that has an elevated level (other than open), the ReddiNet interface returns an array of status values and remarks (status\_items). A status value of greater than one (>1) indicates an elevated level for the facility. For each facility with an elevated level, the status of the corresponding hospital in CAD is set to “Other” and the remarks are set to the status remark(s). If the hospital is not in an elevated level, the hospital record’s status in CAD is set to “Open”. That is, when a value of greater than one (>1) is received from ReddiNet for a particular facility’s status item (status\_item.value), CAD sets the corresponding hospital record in CAD to not open and the corresponding remarks (e.g. ED for SF: ED saturation, and increased acuity). Each elevated status remark is listed in the ReddiNet status sub item payload (status\_subitem), which is only provided by ReddiNet whenever a status item of greater than one (>1) is present.

The CAD also updates the notepad entry with a listing of all hospital and non-hospital entities received from ReddiNet along with their status. The list will be sorted to display the hospitals first (alphabetically) followed by the others such as helicopters and EMS agencies. A record is determined to be a hospital if there is a corresponding entry in the hospital maintenance facility.

## CONFIGURATION

Not applicable for this interface

## DATA FORMAT REQUIREMENTS

ReddiNet exposes web service to receive hospital query requests from the CAD. Web service requests made to ReddiNet are handled immediately (synchronously).

The details of the transaction, including field definitions and “header” details are provided in web service description language (WSDL) format available at <https://www.reddinet.net/status/status.asmx?WSDL> and the “ReddiNet Diversion Status Web Service Interface Specification (ReddiNet Status\_ws.pdf)” document dated September 16, 2009.

## COMMUNICATION

The communication between CAD and ReddiNet is provided via web-services conforming to SOAP standards. CAD initiates the HTTPS requests to ReddiNet and processes the responses.

## AUTHENTICATION

Not applicable for this interface.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be made available on all servers (production, dev/test, training and any redundant and/or disaster recovery) within the CAD environment provided network connectivity is available from the Versaterm AWS FTP server to ReddiNet.

Note that to function in environments other than production, we assume the Customer will interface to the equivalent ReddiNet environment (dev/test, etc.), if applicable.

## INTERFACE TESTING

These tests are intended to ensure the interface is functional as designed. The following are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

### FUNCTIONAL AND COMPLETENESS TEST

This test ensures the hospital statuses are updated in CAD and notifications are sent to users as appropriate.

A test consists of modifying a hospital status record in ReddiNet and ensuring CAD is updated accordingly.

Another test consists of placing an Fire unit on a patient transport to a hospital that is in a status other than open, then ensuring a notification is sent to the user.

### OPERATIONAL TESTS

This test ensures that CAD is able to communicate with ReddiNet service after system reboots.

### PERFORMANCE TESTS

The performance tests are measured from the time a hospital status is updated in ReddiNet and is reflected in the CAD. Status changes in ReddiNet will be reflected in CAD in less than one (1) minute. Excluded from any measurement are network time (e.g. network between ReddiNet and CAD) and external system processing times from the ReddiNet listening service.

### EXCEPTION TESTING

The exception testing consists of disconnecting the network between ReddiNet and CAD and ensuring CAD is able to resume communications once connectivity is re-established.

### DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interface functions as required.

## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

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- Provide Versaterm with an updated ReddiNet SOAP web-service specification, if applicable.
- Provide Versaterm with the required license key from ReddiNet to access the service.
- Provide Versaterm with the required server certificate from ReddiNet for HTTPS access, if applicable.
- Liaise with ReddiNet technical authorities to assist in the interface development and testing.
- Configure network access to allow web service communications between the CAD and ReddiNet.
- Provide a test facility for this interface.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

#### VERSATERM RESPONSIBILITIES

- Develop, install and configure the SOAP web-service requests.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

## STANCIL VOICE RECORDING

The Interface transfers call-for-service (CFS) data from the Versaterm CAD to the Stancil Voice Recording system.

### PROCESS FLOW

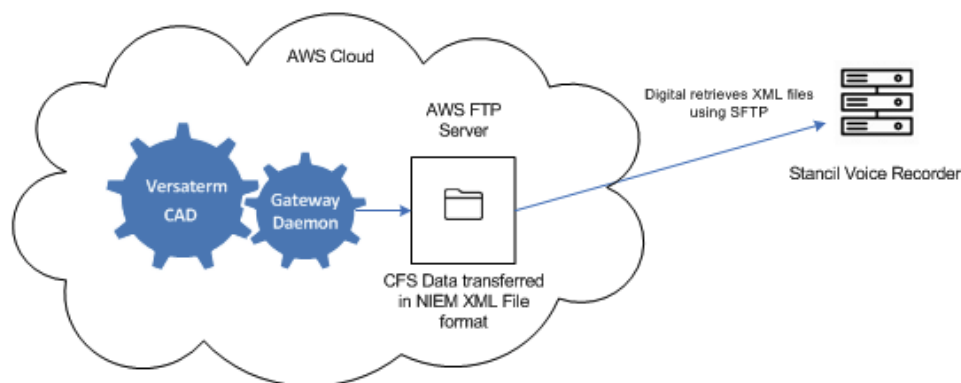
vCAD supports a configuration parameter, by call type, to indicate when a CFS should be transferred to Stancil (on call initiation or on call close – trigger the send). In addition, vCAD supports configuration options where specific unit status codes may also trigger the CFS transfer (e.g. at scene).

Once triggered, the calls-for-service will be transferred and then re-sent (i.e. entire call) whenever any subsequent changes or updates are performed to the CAD CFS. A change or update may include a change of information (e.g. address) or any additional details (remarks, dispatches, etc.). The dispatcher may also trigger the send via the CAD command line.

vCAD identifies the CFS as requiring a transfer by placing the CFS key into a queue for processing known as the RMS Gateway. At a pre-configured interval (e.g., 1 minute), the RMS Gateway will transform the CFS into a NIEM-compliant XML format and write the file to a designated folder on the Versaterm AWS FTP server making the files available to Stancil. Stancil monitors the folder and transfers file to their server via password-less SFTP.

As the XML file can be written multiple times (i.e., CFS is re-sent), the XML file name remains the same so the file is always the most recent. It is anticipated Stancil will remove the file (move to an archive/processed folder for backup/debugging purposes).

The following diagram illustrates data flow between vCAD and Stancil:



### CONFIGURATION

The following configuration parameters control must be reviewed/set for this interface.



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Configuration Screen or File	Configuration Setting	Possible Values	Recommended Setting
Police Call Type Maintenance Screen	Transfer to RMS	On Call Clear On Call Initiation	TBD
Unit Status Code Maintenance	Transfer to RMS	Transfer on Status Change No Transfer	TBD
Jurisdiction Parameters	Transfer Calls	Yes/No	Yes
	Transfer Instructions		TBD
Vdxiii.cadsvc.cron	Cron entry for SFTP transfer of CFS file		TBD

## DATA FORMAT REQUIREMENTS

The CFS data is provided in Versaterm NIEM XML file format. The Versaterm NIEM IEPD will be provided prior to interface development.

The Customer will develop the data field mapping between the Versaterm NIEM XML file and the destination system to determine which Versaterm data elements will be populated within the destination system.

## COMMUNICATION

The communication between Stancil and the CAD application server is provided via password less SFTP, using server RSA public/private keys.

## AUTHENTICATION

Not applicable for this interface.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be made available on all servers (production, dev/test, training and any redundant and/or disaster recovery) within the CAD environment provided network connectivity is available from the Versaterm AWS FTP server to Stancil.

Note that to function in environments other than production, we assume the Customer will interface to the equivalent Stancil environment (dev/test, etc.), if applicable.

## INTERFACE TESTING

Interface testing is intended to ensure the interface is completely functional as designed. The following are descriptions of the tests to be performed for this specific interface during the Functional Acceptance process. Prior to go-live, Customer will provide a test Stancil environment to support development and test activities.

### FUNCTIONAL AND COMPLETENESS TEST

This test will ensure that calls are routed to the correct destination. Further, this test will ensure that by configuring the “Transfer to RMS” flag, calls-for-service are sent (and re-sent) appropriately.

The test will use two call types where:

- Transfer to RMS flag set to “on Call Initiation”.
- Transfer to RMS “on Call Close”.
- Transfer to RMS “Status Change”

### OPERATIONAL TESTS

This test ensures the interface is available (continues to function) after system re-starts or failover. The operator will re-start the system and confirm that CAD calls-for-service are transferred from vCAD.

### PERFORMANCE TESTS

The performance test consists of initiating the transfer, either manually or automatically, ensuring the data is transferred. The time from initiating the transfer to the destination is not to exceed 3 minutes. However, delays caused by the destination system in processing the data is not counted in the calculation.

### EXCEPTION TESTING

The exception tests consist of disconnecting the interface between AWS FTP server and Stancil server (e.g. disable file transfer process between AWS FTP server and Stancil server) and after reconnecting, ensure Stancil can reach the AWS FTP server and calls that are queued in CAD while the interface is disconnected are sent.

### DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

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## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Facilitate and/or configure a test environment to support testing activity.
- Provide network connectivity between Stancil and the AWS FTP.
- Define the field mapping between Versaterm CAD NIEM call-for-service file and Stancil.
- Coordinate with Customer and Stancil technical staff to assist in the interface development and testing.

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- Modify Stancil as required with the ability to receive and process multiple XML files for the same call-for-service (i.e. CAD updates to an already transferred CFS will result in a subsequent XML file to be transferred).
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

#### VERSATERM RESPONSIBILITIES

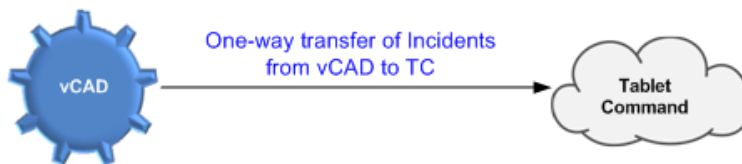
- Provide Versaterm's NIEM schema to Stancil.
- Install and configure the gateway to transfer the NIEM XML files to the AWS FTP server.
- Provide documentation, assistance and guidance as the Customer works on field mapping definition between Versaterm CAD NIEM call-for-service file and Stancil.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

## TABLET COMMAND

This interface contains the following distinct interface touch points:

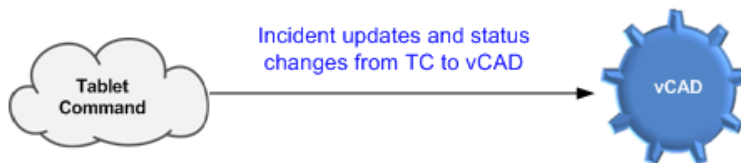
### 1. Transfer of incident and related unit information

This interface provides a one-way transfer of Fire incident and related unit information from the Versaterm CAD to the Tablet Command system. Transactions are initiated from CAD when incidents are added, updated and closed as well as units dispatched, unit status changes, remarks added and special services dispatched.



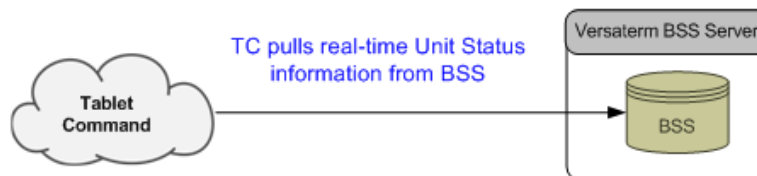
### 2. Transfer of updated incident and unit information

This interface accepts unit status changes, call remarks, station moves and apparatus busy codes initiated from the Tablet Command system into the Versaterm CAD.



### 3. Real-time Unit Status and GPS Data

This interface provides the ability for the Tablet Command system to pull unit status and GPS data from the Versaterm CAD.



## PROCESS FLOW

### 1.1. Transfer of incident and related unit information

This interface provides a one-way transfer of fire incident and related unit information from the Versaterm CAD to the Tablet Command system.

#### 1.1.1. Process Flow

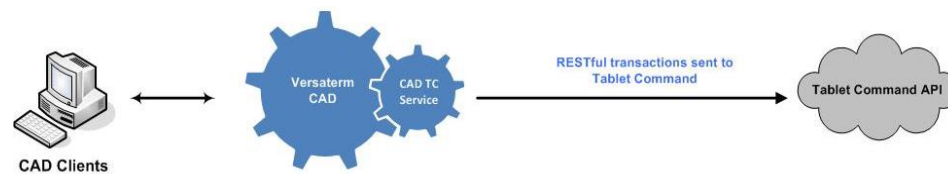
The vCAD publishes all Fire active incident and unit status information to the Tablet Command in real time. Transactions are initiated from CAD when incidents are added,

updated and closed as well as units dispatched, unit status changes, remarks added and special services dispatched.

A Tablet Command configuration file exists on the CAD application server to map each CAD jurisdiction code to a corresponding fire department identification number (FDID). The interface will include the FDID that corresponds to the CAD incident's jurisdiction within the transactions.

Upon sending transactions from CAD to the Tablet Command API, an HTTP status code is returned to the CAD system indicating success or otherwise. Any request sent from CAD that does not return a success status code from the Tablet Command API is resent from CAD with 5-second intervals, for up to (5) five retry attempts.

The interface submits heartbeat transactions to the Tablet Command API at 1-minute intervals.



### 1.1.2. Configuration

Configuration Screen or File	Configuration Setting	Possible Values	Recommended Setting /Comments
\$VDXFILES/etc/tc_config.json	api_key		Tablet command API Key for CAD to use when submitting transactions
	staged_status_code		Staging unit status code (e.g. SG) that will be sent to Tablet Command
	queue_type_filters		Call queue type (e.g. 'R') from which CAD should send call information to Tablet Command. Blank will send calls from any queue.
	process_apps_not_in_queue	True/False	This setting determines if unit status should be sent to Tablet Command regardless if the call is in the filtered queue type or not. This depends on the 'queue_type_filters' configuration. For example, if only calls from "R" queue are to be sent to Tablet Command, setting this value to true, will also send unit status when the call in the active 'A' queue.
	jurisdiction_filters		List call jurisdictions that are to be sent to Tablet Command. For example, to only send Fire calls and not EMS call, list all Fire jurisdiction in this setting with no EMS jurisdiction listed.
	jurisdiction_to_agency		Mapping of specific vCAD jurisdiction to FDID (agency id).
/usr/local/bin/setup_cadenv.ca-santamonica	GID_LIST	cad.tcfc	Setting that enables Tablet Command interface.

### 1.1.3. Communication

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Tablet Command API services are exposed to the CAD application server to facilitate the requests from CAD. Web API requests made to Tablet Command API are handled immediately (synchronously).

The communication between CAD and Tablet Command is via RESTful API using HTTPS protocol. The responses conform to JSON format as defined in the Tablet Command documentation titled "TABLET COMMAND API" (file name: Tablet Command API Documentation.pdf)

#### **1.1.4. Authentication**

For each environment (e.g. implementation/test and production environments) a unique API user credentials are provided by Tablet Command in order to access the corresponding Tablet Command API service page for that environment.

#### **1.1.5. Web Service Definition**

The RESTful transactions initiated from CAD conform to JSON standards as defined in the Tablet Command documentation titled "TABLET COMMAND API" (file name: Tablet Command API Documentation.pdf)

#### **1.1.6. Data Format Requirements**

The following data field mapping between the Versaterm CAD and Tablet Command illustrates which Versaterm data elements will be populated within the various transactions.

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## Incident

TC Key	TC Description	TC Example	TC Note	Versaterm CAD data field	Versaterm Notes/Attributes
AgencyID	Unique FDID number per agency  Example: "07090"	07090	This number is provided by State or Federal government and is unique to the agency. A CAD can serve one or multiple agencies. Multiple agencies can be submitted via one interface or one API key. Please contact Tablet Command support, if you do not have an FDID number.	FDID number based on agency jurisdiction.	CAD configuration file to map agency jurisdiction to agency's FDID, based on incident jurisdiction,
IncidentNumber	Incident Number	2839291	Incident number unique to the incident.	Cl_data.rin	CAD Record identification number  Format: JJYYNNNNNNNN NN  Where JJ is jurisdiction such as SM for Santa Monica, YY is the year and NNN is unique incident number
TransactionID	Agency-based unique transaction number assigned for the inbound transaction.	919292	This number should be unique to the transaction. For example, you could take  unixtimestamp+incremental_id.  This field is required by Tablet Command API, but is used only for logging and troubleshooting purposes.		CAD generated alpha numeric serial number.

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EntryDateTime	Date and time call was created in dispatch (CAD) system.	2013-05-27T 15:53:51-0700	Incident time is calculated using this value.  Formatted with ISO 8601	cl_data.occ_time	Time when the call was saved
StreetName	Name of Street		CAD Systems that do not support components address information should leverage the StreetName to upload their address line information.	Cl_seen_at.address or cl_data.address	In addition to location where the call occurred on, an incident response location can be recorded. If a response location is specified, then the cl_seen_at table is used (e.g. cl_seen_at.address). Otherwise, if no response location is present, cl_data.address is sent.
CityOrLocality		San Francisco		cl_seen_at.municipality or cl_data.municipality	CAD municipality code translation.
Longitude	GPS Longitude of the incident location.	-122.4183	Strongly preferred to send GPS lat / long.  If GPS longitude and latitude are not provided, Tablet Command app will do a street lookup From address provided.	Longitude	Incident Longitude
Latitude	GPS Latitude of the incident location.	37.7750	Strongly preferred to send GPS lat / long.  If GPS longitude and latitude are not provided, Tablet Command app will do a street lookup from address provided.	Latitude	Incident Latitude
X	X value for State Plane coord	6143341		cl_seen_at.x_coordinate or cl_data.x_coordinate	Incident X coordinate based on



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					StatePlane coordinates.
Y	Y value for State Plane coord	1957575		cl_seen_at.y_coordinate or cl_data.y_coordinate	Incident Y coordinate based on StatePlane coordinates.
StatePlane	State Plane name		NAD_1983_StatePlane_California_III_FIPS_0403_Feet	Hardcoded	“NAD_1983_StatePlane_California_III_FIPS_0403_Feet”
Unit	array list of units	see unit data dictionary below	see Unit data dictionary below		
Comment	array list of comments and/or notes	see comment data dictionary below	see comment data dictionary below		
CrossStreet1	Closest cross street to incident address.	Main Street	Presented to the user at the incident overview screen.	Address_history.cross_street	Combined cross street 1 and 2.  Example: “NE street 1 & street 2”
CrossStreet2	2nd closest cross street to incident location.	Someother Street	Presented to the user at the incident overview screen.		Unavailable
ClosedDateTime	Time the incident was closed or archived.	2013-05-27T15:53:51-0700	We use closed date/time to indicate that that incident was closed and does not need to be displayed anymore.  In case your cad system does not provide a closed date time, please set this field to a timestamp that's in the future, that's as far (long) as you want the incident to remain open (for example 30 minutes).	cl_data.clear_time	

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AgencyIncidentCallTypeDescription	Agency description of the incident type.		This is displayed to the user and should be identical to what the user or dispatcher sees for type of call.	cl_data.call_type	Translation of the CAD call type code.
TBMap	Thomas Brothers Map Page in format "261J6" (map page + grid coordinates).	261J6		cl_seen_at.district or cl_data.district	
FireMap	FireMap is the local agencies unique agency map page.	1234	This can be used with an agency configurable base URL to open a custom URL scheme within iOS. An example, would be providing a map page file number that can be looked up in another PDF management application e.g. GoodReader.	cl_seen_at.response_no or cl_data.response_no	
DistrictNumber	District number can be utilized to send a District Number with the incident.	4242	Text or numbers	cl_seen_at.district or cl_data.district	
StreetNumber	Number related to physical address on the street.	321			Sending entire address in single 'StreetName' field above.
Predirectional		N			Sending entire address in single 'StreetName' field above.
StreetSuffix					Sending entire address in single 'StreetName' field above.

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Postdirectional					Sending entire address in single 'StreetName' field above.
Suite	Suite or apartment of building	321		cl_seen_at.apt_no or cl_data.apt_no	Apartment number of incident location, if available.
CallReceivedDateTime					Already being sent as 'EntryDateTime' field above.
CommandName	Command name of the incident if provided by CAD.	Main Street Command			Unavailable.
TacticalChannel	Tactical channel assigned if provided by the CAD.	TAC1		cl_data.tactical_channel	
CommandChannel	Command radio channel assignment if provided by the CAD.	CMD4			Unavailable
LocationComment	Common name of the location	Rialto Tower			cl_seen_at.place_name or cl_data.place_name
Building	Building number of a large	B	This can be letters or numbers		Unavailable

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	apartment complex				
Floor	Floor number of a large apartment complex	12	This can be letters or numbers		Unavailable

## Units

TC Key	TC Description	TC Example	TC Note	Versaterm CAD data field	Versaterm Notes/Attributes
UnitDispatchNumber	Identification number or key value associated with a dispatched unit.		This number should remain the same for all updates for this unit. If the unit clears the incident and is subsequently dispatched again to the same incident a new number should be assigned.	app_stat.app_id	Used as key in Tablet Command.
UnitID	This is the unit identification number of the resource assigned to the incident.  For Example: "E1" or "PM255" would be Engine 1 or Paramedic 255.	E1		app_stat.app_id	Unit identification number.
TimeArrived	Arrival time of the unit.	2013-07-01T13:19:04-0700		fdp_data.at_scene_time	

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TimeCleared	Time the unit cleared the incident.	2013-07-01T13:19:04-0700		Fdp_data.inservice_time or fdp_data. returning_time	The greater value is sent.  For example, if returning time is past the in service time, the returning time is sent to TC.
TimeDispatched	Time the unit is dispatched or assigned to the incident.	2013-07-01T13:19:04-0700		fdp_data.dispatch_time	
TimeEnroute	Time unit is responding to the incident.	2013-07-01T13:19:04-0700		fdp_data.enroute_time	
TimeStaged	Time the unit is staged for the incident.	2013-07-01T13:19:04-0700	This may not be provided by the CAD.	Status_times.status_time	Based on staging status code configured in CAD.
TimePatient	Time the unit calls At Patient.	2013-07-01T13:19:04-0700	This may not be provided by the CAD.		Unavailable
TimeTransporting	Time the unit starts a transport.	2013-07-01T13:19:04-0700		Fdp_data. transport_time	
TimeAtHospital	Time the unit arrives at an ED.	2013-07-01T13:19:04-0700			Unavailable

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Personnel	Array of assigned personnel.		Count and order will be respected by Tablet Command. If two personnel are sent, the unit count will be updated to 2 from its default value.  The order in which the personnel are sent in the array is the order in which Tablet Command will display the personnel. e.g. if Captain, Engineer, and Firefighter are sent in that order of personnel then Tablet Command will respect that.		
-----------	------------------------------	--	--	--	--

## Personnel

TC Key	TC Description	TC Example	TC Note	Versaterm CAD data field	Versaterm Notes/Attributes
PersonnelID	Personnel ID associated with person assigned.	1234		App_personnel.personnel_no	ID of responder
PersonnelRank	Rank which person is assigned to unit.	Firefighter	This is how the user will be displayed on the unit when the unit is inspected.		Unavailable
PersonnelName	Name of person assigned to unit.	Smith, John		App_personnel.translation	Name of responder.
PersonnelWorkCode	Work code of person assigned to this unit.	TradeOn	Optional		Unavailable

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PersonnelNote	Note that may come from staffing software or other.	Replacing James	Optional		Unavailable
---------------	---	-----------------	----------	--	-------------

### Dispatch Notes or Comments

TC Key	TC Description	TC Example	TC Note	Versaterm CAD data field	Versaterm Notes/Attributes
Comment	Note by dispatcher or CAD	Multiple callers.		Cl_remarks.remarks	Comments added in CAD.
CommentSource	Type of note or comment.  Options are: Dispatcher, Caution, Unit, Other.	Unit		Hardcoded	“Remarks” or “Special Services”
CommentDateTime	Time the comment was entered.	2013-07-01T13:19:04-0700		cl_remarks.last_update_date	Date of comment added to CAD.

#### **1.1.7. Business Continuity/Interface Availability**

The interface can be made available on all servers (production, test and training and any redundant and/or disaster recovery) within the CAD environment provided network connectivity is available from vCAD server environment to Tablet Command.

Note that to function in environments other than production, we assume the Customer will interface to the equivalent Tablet Command system (test, etc.)

#### **1.1.8. Interface Testing**

These tests are intended to ensure the interface is completely functional as designed. Below are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

---

##### **FUNCTIONAL AND COMPLETENESS TEST**

This test consists of dispatching an apparatus to a call on CAD and making sure that call information and apparatus information are sent to Tablet Command. This test will also ensure that once the call is cleared on CAD, it is also cleared on Tablet Command.

---

##### **OPERATIONAL TESTS**

This test ensures the connectivity is re-established and data is transferred from vCAD to Tablet Command after vCAD system is re-started.

---

##### **PERFORMANCE TESTS**

The performance tests will consist of ensuring that call and unit information are sent to Tablet Command within 2 seconds of unit being dispatched. Time delays introduced by the Tablet Command system, or the network are not included in any time measurements.

---

##### **EXCEPTION TESTING**

The exception testing consists of disconnecting the network link between vCAD and Tablet Command and after reconnecting, ensure vCAD is able to re-establish its connection to Tablet Command RESTful API.

---

##### **DATA INTEGRITY TESTING**

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

#### **1.1.9. Responsibilities**

---

##### **CUSTOMER RESPONSIBILITIES**

- Coordinate with Tablet Command technical staff to assist in the interface development and testing.
- Configure network access to allow communications between the CAD and Tablet Command API.



- Provide a test facility for this interface.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

## VERSATERM RESPONSIBILITIES

- Install and configure the interface.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

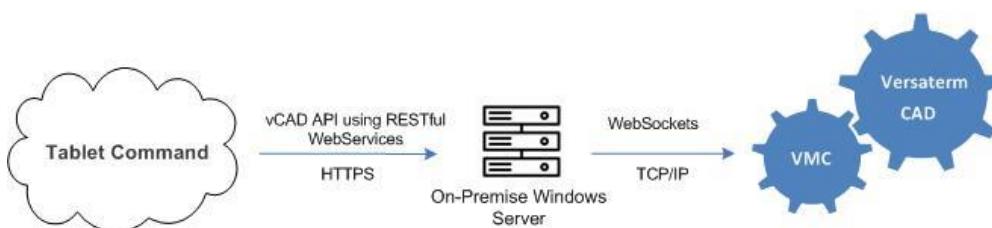
### 2.1. Transfer of updated incident and related unit information

This interface accepts unit status changes, call remarks, station moves and apparatus busy codes initiated from the Tablet Command system into the Versaterm CAD.

#### 2.1.1. Process Flow

The Tablet Command system will initiate transactions to publish unit status changes, call remarks, apparatus station moves and apparatus busy codes to the Versaterm CAD. When Tablet Command initiates the transaction, data is sent to vCAD API installed on the on-premise Windows appliance. vCAD API will forward the transaction to the appropriate VMC (Versaterm Message Controller) plug-in, which forwards the transaction to vCAD.

The following diagram illustrated the data flow from Tablet Command to vCAD.



#### 2.1.2. Supported Transactions

The following transactions are supported by the interface:

- Unit Status Changes (Enroute, Onscene, etc.)
- Call Remarks
- Station Moves
- Apparatus Busy Codes (Activity codes)

This interface requires that the provided unit IDs, station IDs, status codes and activity codes be valid values/codes within the Versaterm CAD system. That is, the interface will not perform data mapping to map external values to the values configured within the CAD system.

#### 2.1.3. Configuration

Configuration Screen or File	Configuration Setting	Possible Values	Recommended Setting /Comments
------------------------------	-----------------------	-----------------	-------------------------------

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C:\ProgramFiles (x86)\vCAD_API_3.1\ConfigFiles\VmConfig.vcfg	Enabled		True
	TargetHost		VMC server host name
	ListenPort		TBD
appsettings.json	LogLevel		TBD
	AllowedHosts		TBD
	Authentication (Username/Password)		TBD
	HttpsInlineCertFile		Specifies the path to an SSL certificate in PFX format
	SocketForwarderSettings (Hostname)		localhost
	SocketForwarderSettings (Port)		the port that the API will use to connect to AVLServer on and forward transactions
	SocketForwarderSettings (Timeout)		5
AVIF.exe Properties	Run this program as an administrator		Yes
LogConfig.xml			Configuration settings related to logging
VMC Plug-in Configuration	Type		OTHER
	Enabled		Y
	VMC Process Input		Input
	VMC Process Output		Output
	Timeout		120
	Message Timeout		60
	Message # of re-send attempts		3
	Read Timeout		60
	Expects EOT		N
	Throttle		2
	Expects broadcasts		N
	Max Length		99999

#### 2.1.4. Data Format Requirements

The web service transactions initiated from Tablet Command conform to JSON standards as defined in the vCAD Connector API and SDK Document Version 1.0 and the corresponding vCAD-connector.yaml file.

#### 2.1.5. Communication

The Versaterm API is installed on a virtual Windows VM server and accepts requests from the Tablet Command System. Requests made to the Versaterm API are handled immediately (synchronously) and forwarded to the Versaterm VMC for processing.

The communication between Tablet Command and the Versaterm API is via JSON Web services using HTTPS protocol. The web services are defined in the vCAD Connector API and SDK Document Version 1.0 and the corresponding vCAD-connector.yaml file.

#### 2.1.6. Authentication

Versaterm will provide Tablet Command with username and password to be used with HTTP basic authentication on the RESTful request by providing base64 encoded username and password.

### **2.1.7. Business Continuity/Interface Availability**

The interface can be made available on all servers (production, test and training and any redundant and/or disaster recovery) within the CAD environment provided network connectivity is available from vCAD server environment to Tablet Command.

Note that to function in environments other than production, we assume the Customer will interface to the equivalent Tablet Command system (test, etc.) Additional Windows appliances would be required to support this interface in multiple environments.

### **2.1.8. Interface Testing**

These tests are intended to ensure the interface is completely functional as designed. Below are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

---

#### **FUNCTIONAL AND COMPLETENESS TEST**

This test consists of updating unit status, adding remarks to a call, performing a move-up and placing an apparatus on a Busy Code in Tablet Command and ensuring that the updates are displayed on vCAD.

---

#### **OPERATIONAL TESTS**

This test ensures the connectivity between Tablet Command and vCAD APIs is re-established and data is transferred from Tablet Command to vCAD after vCAD system is re-started.

---

#### **PERFORMANCE TESTS**

The performance tests will consist of ensuring that unit status changes are displayed on vCAD within 2 seconds after being made on Tablet Command.

Time delays introduced by the Tablet Command system, or the network are not included in any time measurements.

---

#### **EXCEPTION TESTING**

The exception testing consists of disconnecting the network link between vCAD and Tablet Command APIs and after reconnecting, ensure Tablet Command is able to re-establish it's connection to vCAD API.

---

#### **DATA INTEGRITY TESTING**

It is the responsibility of the Customer and the RPAs to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

### **2.1.9. Responsibilities**

---

#### **CUSTOMER RESPONSIBILITIES**

- Coordinate with Tablet Command technical staff to assist in the interface development and testing.

- Provide a virtual Windows server to host the Versaterm API.
- Provide remote access to the Windows server to Versaterm staff for installation and ongoing support purposes.
- Configure network access to allow communications between the VMC, the Windows server and Tablet Command.
- Ensure unit/station IDs, status codes and activity codes configured in the Tablet Command system match the corresponding values configured in the Versaterm CAD system.
- Configure network access to allow communications between the Tablet Command system and the Versaterm API.
- Provide a test facility for this interface.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

#### VERSATERM RESPONSIBILITIES

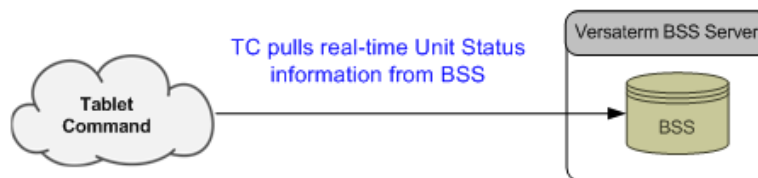
- Install and configure the interface.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

##### 3.1. Real-time Unit Status and GPS Data

This interface provides the ability for the Tablet Command system to receive unit status and GPS data from the Versaterm vMonitor BSS REST API.

##### 3.1.1. Process Flow

The vCAD publishes all active call and unit status information to the vMonitor (BSS) database in real time. This interface uses a Restful API hosted on the Versaterm server called from the Tablet Command application allowing Tablet Command to pull active CAD data into the Tablet Command server. The Tablet Command application is configured to pull CAD data in BSS at no less than 5-second intervals.



##### 3.1.2. Configuration

This section is not applicable to the interface.

##### 3.1.3. Data Format Requirements

The RESTful transactions conform to JSON standards as defined in the vMonitor BSS REST API document.

#### **3.1.4. Communication**

The communication between Tablet Command Connect application and the BSS will be through a Restful API following the Versaterm vMonitor BSS REST API SDK.

#### **3.1.5. Authentication**

Versaterm will provide client ID and secret to Tablet Command. When Tablet Command client connects to vMonitor API, the client ID and secret will be verified against a file stored on the CAD server. If the client is verified successfully, an API token will be returned to Tablet Command.

#### **3.1.6. Business Continuity/Interface Availability**

The interface can be made available on all servers (production, test and training and any redundant and/or disaster recovery) within the CAD environment provided network connectivity is available from vCAD server environment to Tablet Command.

Note that to function in environments other than production, we assume the Customer will interface to the equivalent Tablet Command system (test, etc.)

#### **3.1.7. Interface Testing**

These tests are intended to ensure the interface is completely functional as designed. Below are descriptions of the tests to be performed for the specified interface functionality during the functional acceptance test period.

---

#### **FUNCTIONAL AND COMPLETENESS TEST**

This test ensures that the BSS database is populated with active call and unit status information.

#### **OPERATIONAL TESTS**

This test ensures the Tablet Command application is able to reconnect to the Restful API and pull data after system reboots. The BSS server will be shutdown/re-started and ensure BSS services are started as well as communications between Tablet Command to the Restful API is established.

---

#### **PERFORMANCE TESTS**

The performance tests will consist of ensuring that updates to active calls and unit status changes performed within CAD are published to the BSS database within 2 seconds. Excluded from any measurement is network time (e.g. network between CAD and BSS).

---

#### **EXCEPTION TESTING**

The exception testing consists of disconnecting the network link between Tablet Command and vCAD and after reconnecting, ensure Tablet Command is able to re-establish connection to BSS API.

---

## DATA INTEGRITY TESTING

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

### 3.1.8. Responsibilities

---

## CUSTOMER RESPONSIBILITIES

- Provide network connectivity between Tablet Command and the BSS server.
- Coordinate with Tablet Command technical authorities to assist in the interface configuration and testing.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing.
- Perform integration testing as described in the Interface Testing section above and confirm that the interface works as required.

---

## VERSATERM RESPONSIBILITIES

- Provide the Customer with the Versaterm vMonitor BSS REST API SDK.
- Perform initial integration testing as described in the Interface Testing section above and review test results with the Customer.

WESTNET FIRE ALERTING (FIRST-IN)

The Versaterm Alerting interface supports a two-way communication between WestNet Fire Station Alerting systems and the CAD. This interface can support:

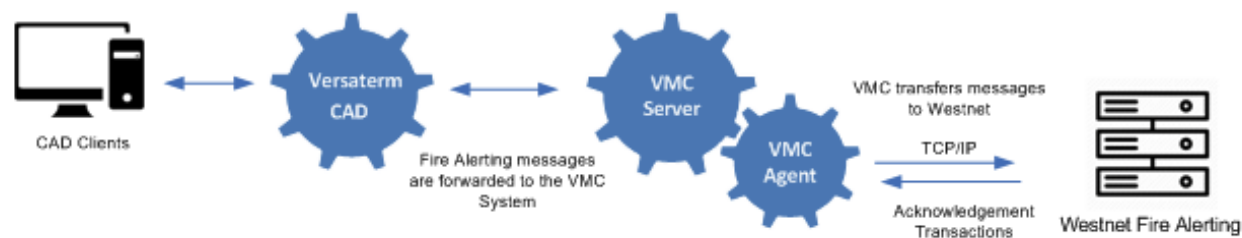
- Automatically send alerts and unit/call information to station when dispatching apparatus in that station.
- Manually activate tones in stations via CAD command.
- Sending and receiving status changes of apparatus in the station.
- Sending move-up transactions to West net

PROCESS FLOW

When a transaction needs to be sent to WestNet, CAD generates a transaction and sends it to the Versaterm Message Controller (VMC) where it is queued for processing. Once processed, the appropriate VMC plug-in formulates the appropriate transaction (ASCII encoded TCP/IP message) and sends it to WestNet.

WestNet will respond with two acknowledgement messages. The first message will be an acknowledgement of receipt and the next message will be a status message for each station dispatched. If the acknowledgement message indicates a failure to play the message at a station, CAD will notify appropriate dispatchers by sending a CAD message.

The following diagram illustrates the process of the vCAD sending alerts to Westnet:



CONFIGURATION

Configuration Screen or File	Configuration Setting	Possible Values	Recommended Setting
CAD Configuration Settings – EMS&Fire Setting	Station Alerting Interface Installed	Yes/No	Yes
	Send Lat/Long on dispatch	Yes/No	Yes
	Alert Station By	Both call & unit tone numbers	Both call tones and unit codes

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		Call Tone Number Unit Tone Number	
	Station Print Enabled	Yes/No	No
	Automatically opens PA	Yes/No	No
VMC Configuration Settings	VMC System Name		TBD
Station Configuration Screen	Station Alerting Tone		TBD
Apparatus Configuration Scree	Apparatus Alerting code		TBD
VMC System Configs	Remote IP		TBD
	Remote Port		TBD
	Reconnect Timeout	0-999	10
	Backup IP		(optional TBD)
	Backup Port		(optional TBD)
	Ack Timeout	0-999	5
	Alert/Status Timeout	0-999	30

## DATA FORMAT REQUIREMENTS

Transactions generated by Versaterm CAD conform to Westnet System's specifications as defined in the document titled "Westnet Inc. First-In Alerting System API" Version 1.0.3 dated December 03, 2010.

The following transactions are supported by the interface:

1. Station toning and automatic voice dispatching by FSA
2. Two way unit status updates
3. Unit move-ups

Fields sent to WestNet with Dispatch transaction:

WestNet Field Name	Versaterm Field Name	Versaterm Comments
MSGTY	N/A	Value: 01
INNUM	Cl_data.rin	Format: JJYYNNNNNNNNNN Where JJ is jurisdiction such as CF for Calgary Fire. NNN is unique incident number
UNTID	App_stat.app_id	
AGENC	Call jurisdiction	Agency ID (2-character code) extracted form Incident number above



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WestNet Field Name	Versaterm Field Name	Versaterm Comments
STAID	App_stat.stn	
INCTY	cl_data.call_type	Call Type
DAREA	Cl_data.grid	District
INADD	Cl_data.address	Address of the call
INXST	Address_history.cross_streets	Intersecting streets
APTNU	Cl_data.aprt_no	Apartemt number
LOCNM	Cl_data.place_name	Common Place Name
INCDI	addr_data.remarks	Not supported by this interface
INLAT	Cl_data.y_coordinate	Converted from X/Y to LatLong
INLON	Cl_data.x_coordiante	Converted from X/Y to Lat/Long
PTONE	App_stat.alert_code	Station Alerting code of the unit
IPRIN	Cl_data.priority	Call Priority
CCMTS	Cl_remarks.remarks	Initial call remarks
PRIRC	Cl_data.tachtical channel	Tachtical radio channel
LEVEL	Cl_data. alarm_level	Not supported by this interface
TXTMS	<Generated by CAD>	Paging Message Text
PRINT	<Generated by CAD>	Printout of call information

Fields sent to WestNet with Station Move Ups transaction:

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WestNet Field Name	Versaterm Field Name	Versaterm Comments
MSGTY	07	
UNTID	App_stat.app_id	Unit ID
USTAT	App_stat.app_status	Unit Status

Fields sent to WestNet with Unit Status Messages transaction:

WestNet Field Name	Versaterm Field Name	Versaterm Comments
MSGTY	08	
UNTID	App_stat.app_id	Unit ID
UMOVE	App_stat.stn	Unit's station

## COMMUNICATION

The communication between the vCAD server environment and the WestNet server is provided via TCP/IP sockets.

Communication between VMC and WestNet is asynchronous meaning that it will not wait for the response.

## AUTHENTICATION

Not applicable for this interface.

## BUSINESS CONTINUITY/INTERFACE AVAILABILITY

This interface can be available on all environments (Production, Test/Dev and Training) provided communication to WestNet can be established.

Note, to enable this interface on Test/Dev and Training environments, the Customer will be required to provide a test WestNet system.

## INTERFACE TESTING

These tests are intended to ensure the interface is completely functional as designed. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Acceptance process.

### FUNCTIONAL AND COMPLETENESS TEST

This test ensures that whenever a dispatch is sent to a single apparatus within a station, the correct information is sent to the station of the apparatus. Another test will include dispatching two apparatus from two different stations and ensuring that correct information is sent to both stations.

Additional tests confirm that appropriate transactions are sent to WestNet system when apparatus are moved up or change status.

## OPERATIONAL TESTS

This test ensures the interface is available (continues to function) after system re-starts. The operator will re-start the system and confirm that transactions are sent to WestNet.

## PERFORMANCE TESTS

The performance test consists of dispatching a unit and measuring the number of seconds between the time the command is issued until it reaches the alerting system. The time lapse should not exceed two seconds. Time delays introduced by the 3<sup>rd</sup> party system, or the network are not included in any time measurements.

## EXCEPTION TESTS

The exception testing consists of disconnecting the network link between the VMC and the WestNet server and confirming that error messages are delivered immediately to the CAD dispatcher when a station alert is requested. Further tests confirm that, after re-connecting the link, the communication resumes.

## DATA INTEGRITY TESTS

It is the responsibility of the Customer to conduct in-depth testing of the interface to ensure overall data integrity, that data is processed appropriately and that the interfaces function as required.

---

## RESPONSIBILITIES

### CUSTOMER RESPONSIBILITIES

- Facilitate and/or configure a test environment to support testing activity.
- Coordinate with Westnet technical staff, as required, to assist in the interface development and testing.
- Provide network connectivity between vCAD and WestNet.
- Assist Versaterm as required as they perform the initial integration testing.
- Review the results from Versaterm's initial integration testing and confirm that the interface works as required.
- Perform integration testing as described in the Interface Testing section (above).

### VERSATERM RESPONSIBILITIES

- Install and configure the interface.
- Perform initial integration testing as described in the Interface Testing section above and provide results to the Customer.

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## Customizations and Enhancements

(None)

EXHIBIT A.5 ACCEPTANCE TEST PLAN

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## OVERVIEW

This Exhibit describes the parameters involved in the Acceptance Test Plan which will be used per the Agreement and Statement of Work. The Acceptance Test Plan involves four (4) types of acceptance tests:

- Interface Integration Testing
- Functional Acceptance Testing
- System Performance Testing
- Reliability Acceptance Testing

The procedures to conduct each type of acceptance test are documented within each test plan (below). The Customer has the primary responsibility of conducting the Acceptance Tests, where Versaterm will support and assist the Customer as required.

## 1 INTERFACE INTEGRATION TESTING

### 1.1 OBJECTIVES

The purpose of Interface Integration Testing is to demonstrate and verify that all interfaces specified in the Interface Control Document meet or exceed the functionality and performance expectations, and that each interface is operational and ready for Functional Acceptance Testing.

The process of testing the interfaces also provides the Customer with the knowledge necessary to complete the Functional Unit Testing for each interface.

### 1.2 STRATEGY

As each interface is developed and installed, Versaterm will remotely assist the Customer's Project Team with performing testing.

Versaterm will demonstrate each interface to Customer personnel to confirm that it adheres to the specifications documented in the Interface Control Document. The Customer personnel will test and verify the results.

Errors will be tracked and remedied.

### 1.3 SCHEDULE

The Interface Integration Test is formally scheduled for five (5) Business Days and will be conducted in accordance with the Project Schedule. However, individual interfaces are expected to be tested as they are ready during the Interface Development and Testing task. The Interface Integration Test period may be extended beyond the initial five (5) Business Days if there are confirmed discrepancies that prevent the Interface Integration Test from being completed successfully within the initial five (5) Business Days.

### 1.4 DEPENDENCIES

Integration Testing has the following dependencies:

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- Install the Production Environment in the Cloud
- Develop and install interfaces.
- Configure the Application Software.
- For each interface that involves another application/system, a test/development system to which the Versaterm system can connect must be available, or a plan must be in place to enable the required testing.

---

## 1.5 SERVER ENVIRONMENT

Interfaces will be tested in the Cloud Production Environment prior to the System being used for Production Use. After cutover to Production Use, any interface not previously tested will be tested in the Development/Test Environment prior to being installed in the Production Environment for final testing.

---

## 1.6 PROBLEM TRACKING AND REMEDIES

Each discrepancy/issue will be documented in the Issues List.

Within ten (10) Business Days of finding and documenting a discrepancy that can be classified as Level 1 or 2, in Section 6 of this document, Versaterm will correct the issue and then request, in writing, that the Customer retest the interface.

The Customer shall repeat the failed Interface Test within ten (10) Business Days of receipt of Versaterm's written request and shall advise Versaterm, in writing, of the results within five (5) Business Days of the test's completion.

Discrepancies that are classified as a Level 3 Error will not prevent the Integration Test from being successfully completed.

---

## 1.7 COMPLETION CRITERIA

Integration Testing will be considered successfully completed when all of the following criteria are met:

- The Customer has verified that all interfaces operate as specified in the Interface Control Document
- The Customer's Project Team and other select Customer staff are sufficiently trained to be able to administer, manage, and fully use each Interface.
- The Customer confirms, in-writing, of either acceptance, rejection or conditional acceptance of the interface integration tests for each interface within five (5) business days of completing the final tested interface.

---

## 2 FUNCTIONAL ACCEPTANCE TESTING

---

### 2.1 OBJECTIVES

The purpose of Functional Acceptance Testing is to verify that the fully configured System, including the interfaces specified in the Interface Control Document and enhancements specified in the Customizations and Enhancements Control Document, meet the functional requirements described in the Agreement.

---

### 2.2 STRATEGY



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The Customer will develop a Standard Acceptance Test Plan suitable for verifying the solution's functionality. Customer workflow processes will be the basis of the Test plan. These processes will be documented during system implementation by the Customer for use during the test period.

At the conclusion of Functional Acceptance Test development task, the Customer may use the tests to perform independent testing of the system prior to the formal Functional Acceptance Testing task. With assistance from Versaterm, the Customer will conduct Functional Acceptance Tests on the system to verify that functionality meets the test scenarios and tests.

During the Functional Acceptance Testing task, the Customer will track whether requirements pass or fail tests. If a requirement fails a test, it will be classified as a "Failure" if related to a software application error, and Versaterm shall have up to ten (10) business days to correct any Failure, or provide a Customer-approved approach for correcting the Failure. Once a Failure is corrected, Versaterm and the Customer will conduct additional testing of that requirement to verify that it passes the test.

The system will be deemed to have passed Functional Acceptance Testing when all scenarios and requirements pass the test or the Customer approves Versaterm-proposed workarounds or approaches to remedy Failures. The Customer will conduct Functional Acceptance Testing with remote support from Versaterm. During Functional Acceptance Testing, Versaterm will be immediately available to answer questions and address any issues. Errors will be tracked and remedied.

---

## 2.3 SCHEDULE

The Functional Acceptance Testing period should not exceed fifteen (15) Business Days and will begin according to the mutually agreed upon Project Implementation Schedule and after Versaterm has provided the Customer with written notice that the System is ready for Functional Acceptance Testing. If the Customer does not believe the System is ready for the Functional Acceptance Test, it will provide the reasons in writing to Versaterm within five (5) Business Days of receipt of Versaterm's notification.

The Functional Acceptance Testing period may be extended if there are confirmed defects that prevent the Functional Acceptance Test from being completed successfully. Functional Acceptance Testing must be successfully completed before Versaterm-delivered Trainer-Training and End-User training can commence.

---

## 2.4 DEPENDENCIES

Functional Acceptance Testing has the following dependencies:

- Production Environment Infrastructure available in the cloud
- Integration Testing completed
- Enhancements have been installed in the Test Production environment
- Geofile loaded
- Validation tables populated
- Workflows configured
- For each Interface that involves another application/system, a test/development system to which the Versaterm system can connect must be available, or a plan must be in place to enable the required testing.

## 2.5 SERVER ENVIRONMENT

The Functional Acceptance Tests will be conducted in the Production Environment prior to the System being used for Production Use.

## 2.6 PROBLEM TRACKING AND REMEDIES

The Customer will document each discrepancy between observed functionality and the Agreement specifications. The Customer will provide, in writing, a list of the discrepancies and defects to Versaterm. The Customer and Versaterm Project Managers will mutually agree on the classification of each defect according to the definitions in Section 6 of this document.

Each discrepancy/issue will be documented in Customer's SharePoint Issues List.

Within ten (10) Business Days of receiving written notification of Functional Acceptance Testing discrepancies, Versaterm will either:

- Correct confirmed defects that prevent Functional Acceptance Testing from being completed successfully and then request, in writing, that the Customer repeat the failed Functional Acceptance Testing component(s) that resulted in the defects; or
- Provide a mutually agreeable solution to confirmed defects consisting of either a future System patch correction that will be installed at a mutually agreeable time period, or a mutually agreeable workaround.

Versaterm must remedy all defects classified as Level 1 or Level 2 Errors before Functional Acceptance Testing is completed and training begins. The Customer and Versaterm Project Managers will mutually agree on any Level 3 Errors that must be remedied before training begins, Production Use occurs, or Final System Acceptance, and which can be remedied in a future release.

All defects will be documented and reported to Versaterm, and Versaterm will provide a schedule and/or mitigation procedure for all reported defects.

The Customer shall repeat the failed Functional Acceptance Testing within ten (10) Business Days of receipt of Versaterm's remedy for an error, and shall advise Versaterm, in writing, of the results within five (5) Business Days of the test's completion.

## 2.7 COMPLETION CRITERIA

Functional Acceptance Testing will be considered successfully completed when all of the following criteria are met:

- The System and Interfaces have been verified by the Customer to operate as specified in the Agreement.
- All scenarios and requirements have passed the test, or the Customer has approved Versaterm-proposed workarounds or approaches to remedy unresolved Failures.

### 3 SYSTEM PERFORMANCE TESTING

#### 3.1 OBJECTIVES

The purpose of the System Performance Test is to demonstrate that the System adheres to the performance standards defined in Service Schedule vCAD SaaS, System Performance and Availability Standards.

If the Customer chooses to conduct the System Performance Test, the Customer will conduct it after the System cutover to Production Use.

#### 3.2 STRATEGY

The System Performance Test will include testing individual functions as well as workflows. Versaterm will support the Customer's System Performance Test as required. The Customer will designate the workstations from which performance will be measured.

Measurement of response times will be based on the transaction response times defined in Service Schedule vCAD SaaS, System Performance and Availability Standards. When measuring system performance thresholds for Application Software conformance, no system or database backups will be processed. Noted deviations from the performance standards will be tracked and remedied by Versaterm.

The following sections describe specific details for the System Performance Test.

#### 3.3 POST-CUTOVER PERFORMANCE TESTING

During the Reliability Acceptance Test, the Customer will employ manual methods to time system response to transactions and workflows. Because the system will be live, Third Party performance testing tools to generate automated transactions are not appropriate.

If the System's performance standards contained within Service Schedule vCAD SaaS, System Performance and Availability Standards are not achieved during the System Performance Test, the Customer and Versaterm will work together to determine whether the cause is the System infrastructure, network, or Application Software. If the Parties agree that the cause is the Application Software, Versaterm will affect the changes needed to meet the response times contained within Service Schedule vCAD SaaS and the System Performance Test will be repeated.

Additionally, Versaterm will participate in collaborative discussions on how to reach the desired performance metrics even if the agreed upon cause(s) exclude the Application Software, however; the successful completion of the System Performance Test will not be affected by non-Application Software-related issues.

#### 3.5 SCHEDULE

The System Performance Testing is expected to last up to five (5) Business Days and will be conducted in accordance with the Project Schedule. The Customer will conduct System Performance Testing during the Reliability Acceptance Test Period.

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### 3.6 DEPENDENCIES

The System Performance Test has the following dependencies:

- Successful completion of the Functional Acceptance Test.
- The specific details and testing methods have been mutually agreed upon by the Parties.

---

### 3.7 SERVER ENVIRONMENT

The System Performance Test will be conducted on the Production Environment.

---

### 3.8 PROBLEM TRACKING AND REPORTING

The Customer will document in writing and immediately notify Versaterm of any observed deviations from the performance standards. The Customer and Versaterm will work together to determine whether the cause is the Cloud System infrastructure, network, or Application Software. If the Parties agree that the cause is the Application Software, Versaterm will affect the changes needed to meet the response times contained within the Agreement and the System Performance Test will be repeated.

Although the successful completion of the System Performance Test will not be affected by non-Application Software-related issues, Versaterm will participate in collaborative discussions on how to reach the desired performance metrics even if the agreed upon cause(s) exclude the Application Software.

---

### 3.9 SYSTEM PERFORMANCE TEST COMPLETION CRITERIA

The System Performance Testing is considered complete when Versaterm has remedied all deviations from Performance Standards attributed to Application Software, and the Customer has notified Versaterm that it has completed the System Performance Test.

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## 4 RELIABILITY ACCEPTANCE TESTING

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### 4.1 OBJECTIVES

Reliability Acceptance Testing ensures that the System continues to operate according to the specifications contained within the Agreement for thirty (30) consecutive calendar days after the System cutover to Production Use.

---

### 4.2 STRATEGY

After cutover to Production Use, the System will undergo a thirty (30)-day test period. The Customer will use the System for its intended purposes and monitor system reliability, functionality, and performance. Errors will be tracked and remedied.

---

### 4.3 SCHEDULE

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Reliability Acceptance Testing begins immediately following System cutover to Production Use. It ends when the System operates at an availability level of 99.99% for thirty (30) consecutive days without a Level 1 or Level 2 Error, and the Customer and Versaterm have mutually agreed upon a plan to remedy Level 3 Errors.

---

#### 4.4 DEPENDENCIES

Reliability Acceptance Testing is dependent on the System being enabled for Production Use.

---

#### 4.5 SERVER ENVIRONMENT

Reliability Acceptance Testing will be conducted in the Production Environment in the Cloud.

---

#### 4.6 PROBLEM TRACKING AND REMEDIES

The Customer will use the System for its intended purpose and monitor the System for defects. The Customer will document in writing and report to Versaterm any encountered System defects. The Customer and Versaterm Project Managers will mutually classify each defect according to the definitions in this Exhibit.

The Customer will immediately inform Versaterm by telephone upon discovery of a Level 1 or Level 2 Error, and Reliability Acceptance Testing will immediately stop. The Customer will follow-up with a written notification of the defect to Versaterm. Once the problem is resolved, Reliability Acceptance Testing will start over from day one (1) and a new thirty (30)-Day Reliability Acceptance Test period will begin.

Discovery of a Level 3 Error will not stop the Reliability Acceptance Testing. Versaterm will attempt to remedy Level 3 Errors during the Reliability Acceptance Testing period. If Versaterm is not able to fix a Level 3 Error during the Reliability Acceptance Testing period, Versaterm and the Customer will develop a mutually acceptable plan to remedy the defect in a future fix release.

---

#### 4.7 RELIABILITY / DOWNTIME DEFINITION

The System will be considered “down” (i.e. not available to end-users) if a Level 1 or Level 2 Error is encountered during the Reliability Acceptance Testing period using the following approach:

**Error Level 1 (P1)** – Critical errors that are defined as Loss of Data, Corruption of Data, or Loss of Productive Use of the Application. In the event this type of error occurs, Customer will immediately notify Versaterm and the Reliability Test period will be cancelled. Versaterm personnel shall promptly resolve the problem at no additional cost to Customer and a new Reliability Test period will begin. Upon receipt of a P1 software correction, Customer has 72 hours to test the software correction and resume productive use. If Customer does not place the software correction into production within 72 hours, the new Reliability Test period will begin. Once the System operates for thirty (30) consecutive days without an Error Level 1 (P1), the Reliability Test will be complete.

**Error Level 2 (P2)** – Non-critical errors defined by incomplete operation of a single system application where a procedural workaround is available, and productive use of the system is impacted. In the event this type of error occurs, Customer will immediately notify Versaterm and the Reliability Test period will be suspended. Versaterm personnel shall resolve the problem at no cost to the Customer. Once repaired, the Reliability Test period will recommence at the point where it was suspended. Upon receipt of a P2 software correction, the Customer has 48 hours to test the software correction and place it into production. If the Customer does not place the software

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correction into production within 48 hours, the Reliability Test period will resume and the Reliability Test period will recommence at the point where it was suspended.

Failures outside of Versaterm's control, such as individual workstation failures (e.g., a Windows operating system failure, insufficient memory, etc.), will not be considered System defects and will not affect the outcome of the Reliability Acceptance Testing as long as there is productive use of the System on other workstations.

If System unavailability is mutually agreed upon and scheduled for the purpose of Application Software updates, performance tuning, file backups, or other processes typical in an operational environment, the System will not be considered unavailable and will not impact the successful completion of Reliability Acceptance Testing.

The System will also not be considered unavailable if other factors such as the network, external agency, operator or Cloud environment are mutually determined by the Customer and Versaterm to be the cause of encountered defects.

If the System's unavailability is attributed to any integrated Third-Party product, both Parties will first assist each other in identifying the root cause. Once the defect has been corrected or a mutually agreeable workaround has been implemented, the System will be considered available again.

If the System's unavailability is attributable directly to a Third-Party product interfaced or integrated with the System that is beyond Versaterm's control, then the System shall be considered available from the point at which the defect was originally reported to Versaterm.

If the System is unavailable because of other factors that are beyond Versaterm's control (e.g., Force Majeure, catastrophic network failures, Third-Party product Interfaces not provided by Versaterm, etc.) and these factors result in users not being able to make production use of the System, at the sole discretion of the Customer, Reliability Acceptance Testing will be suspended until the System can be placed in Production Use again. When the System is placed into Production Use again, the Reliability Acceptance Test will be resumed from the point at which it was suspended.

During the Reliability Acceptance Testing period, Versaterm will not stop the System (force it to be unavailable for Production Use), upgrade the Application Software, or otherwise negatively impact the operational status of the System without the written permission of the Customer. The System will continue to operate to the best of its abilities even while/if the Reliability Acceptance Testing has been suspended due to encountered defects.

---

#### 4.8 COMPLETION CRITERIA

Reliability Acceptance Testing is considered complete when the System has operated for thirty (30) consecutive Days without a Level 1 or Level 2 Error and a mutually agreeable plan to remedy all Level 3 Errors has been developed.

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## 5 FINAL SYSTEM ACCEPTANCE

Final System Acceptance will occur after the completion of the 30-day Reliability Acceptance Testing and when a mutually agreeable plan to remedy all Level 3 Errors has been developed.

## 6 DEFECT CLASSIFICATIONS

The Customer and Versaterm will classify all found defects according to the following definitions for error levels:

**Error Level 1** – Critical errors that are defined as Loss of Data, Corruption of Data, or Loss of Productive Use of the Application.

**Error Level 2** – Non-critical errors defined by incomplete operation of a single system application where a procedural workaround is available, and productive use of the system is impacted.

**Error Level 3** – Cosmetic errors that are defined as configuration issues that can be corrected by Customer, data integrity issues that must be addressed by Customer, Help file documentation errors, or enhancements that can be made in the future to the presently released version.

**Error Level 4** – Minor issue relating to a specific component of the System that does not affect the productive use of the System or component. Examples include a field that is right-justified rather than left-justified or the usage of an inconsistent font.

TRAINING COURSE OUTLINES

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1 TRAINING PLAN OVERVIEW

This document describes Versaterm’s recommended training approach for the implementation of the Versaterm CAD and Mobile software applications and is intended to be used as a guide to planning and delivering training to all users.

The Training Plan and approaches may be refined and further elaborated as required during the Project, where the Customer and Versaterm will collaborate and mutually agree on any refinements.

This document also describes the course outlines that Versaterm will deliver to the Customer trainers and a sample of the courses the Customer may replicate to all users.

1.1 TRAINING FACILITIES

Amongst other requirements, the training facilities are required to meet CJIS security, support network encryption, and support physical access requirements.

The facilities are also expected to be dedicated solely to Versaterm application training during the end-user training periods, without requiring daily software re-installation and infrastructure re-configuration.

The following is a list of requirements/recommendations for the training facilities:

- At least fifteen (15) dedicated workstations that meet the minimum Versaterm CAD and Mobile application requirements.



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- At least one additional workstation for the training instructor.
- Dedicated network access provided between each workstation and the Versaterm servers.
- At least one overhead projector and screen that is viewable by all trainees (i.e., from each training workstation) and that is able to display the contents of the training instructor's workstation monitor(s).
- One whiteboard with Dry-Erase markers.
- A network printer which is configured to be the default printer for each workstation.

## 1.2 INITIAL TRAINING APPROACH

Following the completion of the Configuration and Initial Testing phases of the Project Implementation Schedules, the Training phase will take place shortly after. The proposed training approach first starts with Versaterm Trainer- Training followed by End-User Training.

### 1.2.1 VERSATERM TRAIN-THE-TRAINER TRAINING

This first level of training is where Versaterm will provide hands-on training to the Customer's Project Team members. This will take place over a one week period for vCAD, vMDT and vMobile. These training weeks will be composed of the training courses documented in Section 2, except for the Internals Training course. At the conclusion of Versaterm's Trainer-Training, it is expected the attendees will be prepared to conduct End-User training.

### 1.2.2 VERSATERM INTERNALS TRAINING

This training is where Versaterm will provide training to the Customer's System Administrators. This will be 1 day in duration and provided by webcast. At the conclusion of this training, the Administrators will understand the Versaterm CAD database structures so that they can develop ad-hoc and custom reports; the System structure; conventions used by Versaterm within the database; the Datamart, and release upgrade procedures, specifically changes to the database schema.

Note: Due to the material to be covered, this course will be tailored specifically for the Customer where Customer-specific reports and queries will be used as samples.

### 1.2.3 END-USER TRAINING

Following the completion of the Trainer-Training, Versaterm will assist the Customer with strategizing their End-User Training plans.

Versaterm's recommended End-User training strategy starts with identifying the affected user groups, the courses to be taught and the duration of each course (who, what, and how long). Once these key factors are identified, the training strategy involves planning the logistics and training schedules (who, when and where).

#### 1.2.3.1 STEP 1: IDENTIFY USER GROUPS

The first step involves identifying all of the affected Customer and RPA user groups that will require training. For example: Call Takers, Dispatchers, Patrol, Fire Personnel, Analysts, System Administrators, etc.

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#### **1.2.3.2 STEP 2: IDENTIFY TRAINING COURSES (AND ESTIMATED DURATION)**

Following the identification of the affected user groups, the second step involves identifying the training courses that will be taught. While identifying the courses, the course objectives, the course outline, the course content, and the targeted audience will be determined at a high-level, along with the estimated duration of each course (in hours).

---

#### **1.2.3.3 STEP 3: ASSIGN COURSES TO EACH USER GROUP**

Following the identification of user groups and training courses, the next step involves matching up the courses to each user group based on what they will need to be trained on to perform their everyday jobs. Once the training needs of each user group are identified, the estimated total amount of training time (per user group) can be determined. For example: Dispatchers will require training courses X, Y and Z which amount to a grand total of 32 hours of training.

Once all of the above is determined, the next step in planning the End-User Training involves figuring out the logistics and the schedules. This specifically focuses on the coordination of trainers, trainees, training facilities (and setup), and scheduling logistics (i.e. will training be required 7 days a week, and in the evenings, and can multiple training classes be conducted simultaneously, etc.).

---

#### **1.2.3.4 TARGET AND TIMING RECOMMENDATIONS FOR INITIAL END-USER TRAINING**

Ideally, all end-users would be trained prior to the production cutover date, however, as end-users may be on vacation, sick, between promotions, or otherwise unavailable to attend the training, Versaterm recommends that End-User Training be targeted for approximately 85% of affected end-users.

In addition, Versaterm recommends that End-User training be delivered within a maximum of five (5) weeks, prior to the production cutover date. This approach is referred to as “Just in Time” training, a timely strategy that eliminates the need for refresher training. This approach reduces potential knowledge loss if training were delivered over an extended period of time, too far from the production cutover date.

With the “Just in Time” approach, trained end-users will be able to immediately use the production CAD system as of the production cutover date.

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#### **1.2.4 POST-IMPLEMENTATION TRAINING**

For the minority percentage of end-users who will not receive training prior to the production cutover date, Versaterm recommends post-implementation training for these end-users.

Likewise, for the end-users who require refresher training after the production cutover date, Versaterm recommends that the Customer develops an on-going training plan to accommodate post-implementation training needs.

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### **1.3 FINAL TRAINING APPROACH**

As the Project Implementation Schedule may be impacted by the type of functionality that will be implemented at go-live, the final training approach will be refined during the Project.

## 2 COURSE OUTLINES

This section describes the course outlines that Versaterm will deliver to the Customer trainers.

The definition of a “course” (as used in this document) refers to the in-depth training of either a functional area or set of areas within the applicable Versaterm application. For each course listed below, a course code is identified in parentheses. The course code may be used when identifying the makeup of a course.

Notes:

- Each course may be modified or tailored as necessary and each user group may receive multiple courses.
- The time allotted and number of trainees for each course are provided as a guideline.
- Versaterm does not provide any training for Microsoft Windows. If the Customer requires such training, it is expected that this level of training will be acquired by the Customer from a Third Party.

### 2.1 CALL-TAKER/DISPATCHER TRAINING (DP)

<b>Course Duration</b>	2 days
<b>Prerequisite</b>	None
<b>Intended Audience</b>	Communication center call-taker, dispatcher and supervisory personnel who will be responsible for taking emergency calls for assistance and dispatching required emergency response units.
<b>Course Approach</b>	<p>In order to achieve the objectives below, Versaterm will prepare various CAD scenarios that will exercise the functions described.</p> <p>These scenarios will be based on “typical” cases that will have been provided by the Customer, prior to training.</p> <p>The Customer will provide a classroom with 10 desktop workstation positions, one for each student.</p>
<b>Course Objectives</b>	<p>The CAD call-taker/dispatch operators will:</p> <ol style="list-style-type: none"> <li>Know how to sign on and sign off units</li> <li>Know how to add, dispatch and clear calls</li> <li>Know how to add calls via E-911, alarm number</li> <li>Know how to maintain unit activity information (both case-related, and when not on a case)</li> <li>Know how to retrieve calls (by number, by date or from the active or dispatch queues)</li> <li>Know how to move calls between queues</li> <li>Know how to view history at a particular address</li> <li>Know how to retrieve hazard, alarm, itinerary and contact records on an address</li> <li>Know how to obtain a hardcopy (printout) of a call</li> </ol>

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	<ul style="list-style-type: none"> <li>J. Know how to navigate the status screen</li> <li>K. Know how to navigate the mapviewer</li> <li>L. Know how to set and stop unit timers</li> <li>M. Know how to query against NCIC</li> <li>N. Know how to use the vMail facility</li> <li>O. Know how to use the Notepad facility to view lists</li> <li>P. Know how to use the on-line help facility</li> <li>Q. Know how to add calls retro-actively</li> </ul>
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### 2.1.2 SUPERVISOR AND ADMINISTRATOR TRAINING (CAD\_SUP\_ADMIN)

<b>Course Duration</b>	1 day
<b>Prerequisite</b>	Call Taker/Dispatcher Training
<b>Intended Audience</b>	Users who are responsible to maintain table codes, security, user access, run reports, etc.
<b>Course Approach</b>	<p>Since this course will involve a subset of the individuals from the previous call-taker/dispatcher course, the information covered in this course will focus on supervisor/administrator specific items.</p> <p>Maximum of 1 person per workstation.</p>
<b>Course Objectives</b>	<p>The Supervisor and Administrator will:</p> <ul style="list-style-type: none"> <li>A. Understand the implications and parameters in specific CAD tables (call types, busy codes, setting up Police and Fire responses and response modifiers, etc.)</li> <li>B. Know how to create and maintain users and their security privileges and password</li> <li>C. Know how to add and maintain Notepad and Topic entries</li> <li>D. Know how to add calls retro-actively</li> <li>E. Know how to use the mail system, and how to define mail groups</li> <li>F. Know how to manage the various queue types</li> <li>G. Know how to reconfigure a given user's beat/zone responsibility and status screen layout</li> <li>H. Know how to set up the shift duty table</li> <li>I. Know how to setup a status screen</li> <li>J. Know how to maintain the street index (GEO code) file including common place names and alias street names</li> <li>K. Know how to maintain address information (hazard records, alarm records, itinerary records, night list records, etc.)</li> </ul>

### 2.1.3 MAP ADMINISTRATION & VGI (MAP)

<b>Course Duration</b>	Up to 1.5 days
<b>Prerequisite</b>	None

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<b>Intended Audience</b>	Users who are responsible for maintaining maps on the desktops and laptops as well as GIS (or non GIS personnel) who are responsible for providing street data for the CAD.
<b>Course Approach</b>	<p>This course is conducted via webcast.</p> <p>Due to the material to be covered, this course will be topic-based, as opposed to scenario-based. Some functions will be demonstrated, while others will be executed by the student himself/herself.</p> <p>The students for this course are expected to have some technical computer aptitudes and familiarity with Windows.</p> <p>Maximum of 1 person per workstation.</p>
<b>Course Objectives</b>	<p>The students will:</p> <ul style="list-style-type: none"> <li>A. Create custom views (based on event location, specific X,Y coordinate, current viewing area, etc.)</li> <li>B. Create custom themes (based on map packages required for specific Police/Fire user groups)</li> <li>C. Set 'info bar' display properties</li> <li>D. Define and setup icons for the dynamic layers (queued calls, active calls)</li> <li>E. Setting display properties for the tracking layer (AVL)</li> <li>F. Learn to configure and use the VGI tool to produce street load files for the CAD</li> </ul>

#### 2.1.4 POLICE MOBILE (VMDT,VMOBILE) INSTRUCTOR TRAINING (MDT\_P)

<b>Course Duration</b>	Up to 1 day
<b>Prerequisite</b>	None
<b>Intended Audience</b>	General audience of users who will use the Police vMDT and vMobile on a day-to-day basis. Supervisors and/or administrators are expected to attend this course.
<b>Course Approach</b>	<p>Versaterm will prepare scenarios based on sample data provided beforehand by the Customer. This approach has the advantage of making the training more effective, since familiar and realistic situations are used.</p> <p>This course will permit hands on and "refreshers" as necessary (i.e., much of it is iterative and practice sessions).</p> <p>Maximum of 1 student per laptop computer</p>

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<b>Course Objectives</b>	<p>The student will:</p> <ul style="list-style-type: none"> <li>A. Know how to sign on and sign off</li> <li>B. Know how to receive a dispatch</li> <li>C. Know how to change status</li> <li>D. Know how to perform an on-view (self initiated)</li> <li>E. Know how to perform NCIC queries for persons, vehicles and property</li> <li>F. Know how to query addresses</li> <li>G. Know how to query CAD for unit status and pending queue</li> <li>H. Know how to lock/unlock the vMDT and vMobile</li> <li>I. Know how to send messages to CAD and to other devices</li> <li>J. Know how to review logs</li> </ul>
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#### 2.1.5 FIRE MOBILE (VMDT,VMOBILE) INSTRUCTOR TRAINING (MDT\_F)

<b>Course Duration</b>	Up to 1 day
<b>Prerequisite</b>	None
<b>Intended Audience</b>	General audience of users who will use the Fire vMDT and vMobile on a day-to-day basis. Supervisors and/or administrators are expected to attend this course.
<b>Course Approach</b>	<p>Versaterm will prepare scenarios based on sample data provided beforehand by the Customer. This approach has the advantage of making the training more effective, since familiar and realistic situations are used.</p> <p>This course will permit hands on and “refreshers” as necessary (i.e., much of it is iterative and practice sessions).</p> <p>Maximum of 1 student per laptop computer</p>
<b>Course Objectives</b>	<p>The student will:</p> <ul style="list-style-type: none"> <li>A. Know how to sign on and sign off</li> <li>B. Know how to receive a dispatch</li> <li>C. Know how to change status</li> <li>D. Know how to query addresses</li> <li>E. Know how to query CAD for unit status and pending queue</li> <li>F. Know how to lock/unlock the vMDT and vMobile</li> <li>G. Know how to send messages to CAD and to other devices</li> <li>H. Know how to review logs</li> </ul>

#### 2.1.6 MOBILE ADMINISTRATOR TRAINING (MDT\_ADMIN)

<b>Course Duration</b>	Up to 1 day
<b>Prerequisite</b>	None

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<b>Intended Audience</b>	Administrators responsible for setting up and maintaining the Police and Fire vMDT and vMobile software on the mobiles as well as troubleshooting mobile traffic.
<b>Course Approach</b>	<p>The trainer will “walk through” the various system and programming components of the vMDT and vMobile. Emphasis will be placed on the hardware &amp; software configuration as well as the various components (mobile workstations, smartphones, Message Controller, etc.) which comprise the Mobile Workstation infrastructure.</p> <p>One installed MDT and vMobile is required.</p>
<b>Course Objectives</b>	<p>The students will:</p> <ul style="list-style-type: none"> <li>A. Know how to install/upgrade and configure software on the mobile devices</li> <li>B. Know how to adjust configuration parameters</li> <li>C. Know how to monitor mobile traffic, review logs, etc.</li> <li>D. Understand components in the mobile architecture</li> <li>E. Know how to use the MDT designer to configure the layout of the MDT</li> </ul>

#### 2.1.1.7 REMOTE CAD AND BROWSER STATUS SCREEN INSTRUCTOR TRAINING (RCAD)

<b>Course Duration</b>	.5 day
<b>Prerequisite</b>	None
<b>Intended Audience</b>	General audience of users who will be using Remote CAD and Browser Status Screen to monitor CAD calls and activity.
<b>Course Approach</b>	<p>Versaterm will prepare scenarios based on sample data provided beforehand by the Customer. This approach has the advantage of making the training more effective, since familiar and realistic situations are used.</p> <p>This course will permit hands on and “refreshers” as necessary (i.e., much of it is iterative and practice sessions).</p> <p>Maximum of 1 student per workstation.</p>
<b>Course Objectives</b>	<p>The student will:</p> <ul style="list-style-type: none"> <li>A. Know how to view a unit status listing</li> <li>B. Know how to view a listing and details of active and pending incidents</li> <li>C. Know how to query activity logs</li> <li>D. Know how to maintain address related records</li> </ul>

EXHIBIT A.7: CHANGE CONTROL LOG

This Exhibit contains the form to be used to track Change Orders made to the Agreement as agreed to by the Customer and Versaterm. It is understood by both parties that documenting changes in project status reports including, but not limited to, changes in schedule and staffing, as agreed to by both parties, do not require a Contract Change Log. Any change that has a financial impact must be documented using the form within this Exhibit.

Change Order Form

The following Change Order form is to be used when adding a new entries to the Change Control Log.

Change Order Identification			
Change Order Name		Change Order ID #	
Date Submitted		Priority/Impact <small>(Low/Moderate/High/Critical)</small>	
Description of Change			
Impact Assessment - List the project areas that will be affected by the change as well as the impacts on the schedule and budget.			
Areas Affected	Schedule Impact	Budget Impact	
Acceptance			
Customer Approved By			
Name		Title	
Date		Signature	
VERSATERM Approved By			
Name		Title	
Date		Signature	



## EXHIBIT A.8 CUSTOMER-SUPPLIED HARDWARE AND THIRD-PARTY SOFTWARE

### 1. CAD 7.6 CLIENT REQUIREMENTS (CALL TAKER / DISPATCHER / SUPERVISOR)

The below requirements assume no other applications are running on the desktops (e.g., Outlook, etc.),

**Computer:** An IBM-compatible computer running a minimum of the Windows 10 Anniversary Update (version 1803 or later).

**Video:**

- 1024 x 768 resolution, 256 colors (High color 16-bit or higher recommended)
- Higher resolution – CAD will adjust to higher resolutions but may appear small
- Multiple monitors (two or more) per desktop are recommended
- Graphics card with DirectX support
- If running multiple monitors, a graphic card capable of driving multiple monitors is required

**Operating System:** Windows 10 (ver 1803 or later)

**Software Required for CAD client install:**

- Microsoft .NET Framework 4.7.2
- Visual Studio 2017 redistributable for 32 bits

**Other Software:**

- HTML5 compatible web browser (e.g., Chrome, Firefox, Edge)
- Adobe Reader
- Windows Media Player for MapViewer animation (optional)

**Operation System:**

Windows 10 (ver 1803 or later), Windows 11

	CAD No Map	CAD + Map
Memory	4 GB minimum 6 GB recommended	6 GB minimum 8 GB recommended
CPU	2.5 Ghz minimum 2.5 Ghz+ recommended	2.5 Ghz minimum 2.5Ghz+ Dual CPU recommended
Hard Drive	5GB	50 GB or higher depending on size of Map Package.

**RemoteCAD/WebCAD**

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**Browsers:** modern web browser (Versaterm has certified Chrome; Edge will also work, as should Safari Mobile)

**Operating System:** Windows / iOS / Android

**Memory:** 8GB recommended

**Other Software:** a PDF Viewer is also needed to preview PDFs

## 2. MDT 8.0 WITH MAPS

**Computer:** a laptop/mobile computer with full Windows Desktop Operating System (e.g. Panasonic Toughbook)

**Peripherals:** Mouse or pointing device, COMM port, USB ports. Touchscreen recommended

**Video:**

- 1440 x 900 or better recommended
- Higher resolution – MDT will adjust
- MDT can be configured for displaying on non-standard screen aspect ratios
- Multi-touch display with gesture support is recommended
- Accelerated graphics card
  - 1GB recommended. 512MB minimum
  - OpenGL 2.1 minimum
  - Shader Model 2.0 minimum
  - Updated with latest drivers from manufacturer

**Operating System:**

- Windows 10 (ver 2004 or later)
- Windows 11 21H2 or later

**Memory:** 16GB recommended, 4GB minimum

**CPU:** i5 or i7 recommended, i3 or 2.2 GHz minimum

**Hard Drive:** 200GB recommended, 80GB minimum

**Other Software:**

- WebView2 (Evergreen Standalone Installer, x64 version).
- .NET 8 (x64).
- Microsoft Visual C++ 2015-2022 Redistributable (x64).
- Windows Media Player for audio.

**GPS Protocols:** TAIP and NMEA

**Network Requirements:** LTE, 3G and lower bandwidth wireless data networks

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### 3. VMOBILE 2.0

**Operating System:** Android 8.0 or higher, iOS 12 or higher smartphone or tablet device

**Additional requirements:**

- VPN software to allow secure communication between the devices and the VMC server. Communication between devices and the VMC is through WebSockets on port 7681 and HTTPS on port 1916.
- Mobile Device Management software for deploying the application

**EXHIBIT A.9 DOCUMENTATION****OVERVIEW**

This document lists all of the application documentation that will be initially provided to the Customer, which includes product user guides and administration guides.

In future product releases of the Application Software, Versaterm will provide the Customer with product release notes detailing the new features included in each major product release.

**CAD USER AND ADMINISTRATOR GUIDES**

<b>END USER</b>
CAD Implementation Guide (contains Administrator sections also)
CAD Command Reference Guide
CAD Generic Training Scenarios
CAD MapViewer User Guide
CAD Status Screen User Guide
Remote CAD User Guide
Browser Status Screen User Guide
GPS Replay User Guide
<b>ADMINISTRATOR</b>
MapViewer Administrator Guide
GIS Administrator Guide
Versaterm Message Controller (VMC) Administrator Guide
Street Conversion Interface
AVL/GPS Implementation Guide

**MOBILE USER AND ADMINISTRATION GUIDES**

<b>END USER</b>
Mobile Data Terminal (MDT) Generic Field Guide
vMobile User Guide
Mobile Report Entry (MRE) Field Guide

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<b>ADMINISTRATOR</b>
MDT Designer Administrator Guide
MDT Map Configuration Administrator Guide
vMobile Technical Overview Guide
MRE Configuration Application Administrator Guide

## Service Schedule – “Mindbase”

This Service Schedule No. 002 is effective as of the Effective Date of the MSA and is made by South Bay Regional Public Communications Authority ("Customer") and Versaterm Public Safety Inc. ("Versaterm"). This "Service Schedule" and its exhibits are incorporated into that certain Master Software and Services Agreement between Customer and Supplier ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA, " or the "Definitions" as further defined below.

### 1. Service Schedule Information

- 1.1. Software/Subscription Service: Mindbase HUB
- 1.2. Authorized Users/Sworn Count: 59 users
- 1.3. Subscription Term: Upon provisioning, which shall set the date of future annual renewals (the “Subscription Payment Date”). The annual subscription Fee for subsequent years of Software as a service (each a “Subscription Renewal Term”) shall be paid in full on each annual Subscription Payment Date.
- 1.4. Fees:

Versaterm shall send invoices to Customer at the following e-mail address: Kauffman, Shannon <skauffman@rcc911.org>; 'Krok, John' <jkrok@rcc911.org>

Should invoice email address change, Customer shall promptly notify Versaterm.

Description	Cost
Mindbase Professional Services (one-time)	\$2,750
Mindbase Subscription (recurring)	\$5,236
<b>Total</b>	<b>\$7,986</b>

The Fees indicated above may be subject to a price increase as per section 8(g) of the MSA.

### 2. Definitions

- 2.1. **“Customer Contact Data”** means data Versaterm collects from Customer, its Authorized Users, and their end users for business contact purposes
- 2.2. **“Service Use Data”** means data generated by Customer’s use of the Software and Subscription Services or by Versaterm’s support of the Software and Subscription

Subscription Services, including product performance and error information, activity logs and date and time of use;

- 2.3. **“Customer Data”** does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Versaterm Data;
- 2.4. **“Process” or “Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### 3. License

- 3.1. **Delivery.** During the applicable Subscription Term, Versaterm will provide to Customer the Subscription Service set forth in Section 1, in accordance with the terms of the MSA and this Service Schedule. Versaterm will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Service or upon Versaterm otherwise providing access to the Subscription Service. If specified in Section 1 of this Service Schedule, Versaterm will also provide Professional Services related to such Subscription Service.
- 3.2. **Modifications.** Versaterm may modify the Software and Subscription Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications.
- 3.3. **User Credentials.** If applicable, Versaterm will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Versaterm provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.
- 3.4. **Beta Services.** If Versaterm makes any beta version of a software application (“Beta Service”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Versaterm. Versaterm will determine the duration of the evaluation period for any Beta

Service, in its sole discretion, and Versaterm may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

**3.5. Customer Obligations.** Customer will ensure that information Customer provides to Versaterm in connection with receipt of Software and Subscription Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Versaterm to provide the Software and Subscription Services and perform its other duties under this Agreement. Unless otherwise stated in the MSA or this Service Schedule, Versaterm may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under the MSA or this Service Schedule, Versaterm's ability to perform its obligations may be impacted and changes to the MSA or this Service Schedule, including the scope, Fees, and performance schedule may be required.

**3.6. Documentation.** Software and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "Documentation"). Documentation is and will be owned by Versaterm, unless otherwise expressly agreed in writing that certain Documentation will be owned by Customer. Versaterm hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Software and Subscription Services.

**3.7. Support of Downloaded Clients.** The Versaterm Wellness App is available in the iOS App Store and Google Play store for download. Authorized Users may install the app on their mobile device(s) or access content through a web browser. Versaterm may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates.

**4. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Software and Subscription Services in any jurisdiction in which the provision of such Software and Subscription Services is prohibited under applicable laws or regulations (a "Prohibited Jurisdiction"), and Customer will not provide access to the Software and Subscription Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

## **5. Customer-Provided Equipment; Non-Versaterm Content**



- 5.1. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Versaterm may be required for use of the Software and Subscription Services (“Customer-Provided Equipment”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Versaterm to access and use the applicable Customer-Provided Equipment to provide the Software and Subscription Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Versaterm) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Versaterm of any Customer-Provided Equipment damage, loss, change, or theft that may impact Versaterm’s ability to provide the Software and Subscription Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under this Service Schedule.
- 5.2. Non-Versaterm Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Versaterm (collectively, “Non-Versaterm Content”) with or through the Software and Subscription Services. If Customer accesses, uses, or integrates any Non-Versaterm Content with the Software and Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Versaterm Content in connection with the Software and Subscription Services. Customer will also obtain the necessary rights for Versaterm to use such Non-Versaterm Content in connection with providing the Software and Subscription Services, including the right for Versaterm to access, store, and process such Non-Versaterm Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Versaterm Content with the Software and Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Versaterm Content. Customer acknowledges and agrees that Versaterm is not responsible for, and makes no representations or warranties with respect to, the Non-Versaterm Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Versaterm Content or failure to properly interoperate with the Software and Subscription Services). If Customer receives notice that any Non-Versaterm Content must be removed, modified, or disabled within the Software and Subscription Services, Customer will promptly do so. Versaterm will have the right to disable or remove Non-Versaterm Content if Versaterm believes a violation of law, third-party rights, or Versaterm’s policies is likely to occur, or if such Non-Versaterm Content poses or may pose a security or other risk or adverse impact to the Software and Subscription Services, Versaterm, Versaterm’s systems, or any third party (including other Versaterm customers).

## **6. Versaterm Materials**

- 6.1.** Customer acknowledges that Versaterm may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Versaterm has developed or

licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Versaterm or another party) (collectively, "Versaterm Materials"). The Software and Subscription Services, Versaterm Data, Third-Party Data, and Documentation, are considered Versaterm Materials. Except when Versaterm has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Versaterm Materials are the property of Versaterm or its licensors, and Versaterm or its licensors retain all right, title and interest in and to the Versaterm Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Versaterm Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Versaterm to effectuate the foregoing. Versaterm and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Subscription Services or other Versaterm Materials, or permit any third party to do so.

- 6.2. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open-source software, included in the Software and Subscription Service. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

## **7. Processing Customer Data**

- 7.1. Versaterm Use of Customer Data.** To the extent permitted by law, Customer grants Versaterm to use Customer Data to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Versaterm products and services, and (c) create new products and services. Customer represents and warrants to Versaterm that Customer's instructions, including appointment of Versaterm as a processor or sub-processor, have been authorized by the relevant controller.
- 7.2. Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Software and Subscription Services), and Versaterm's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Versaterm's and its subcontractors' use) of the Customer Data as described in the Agreement.
- 7.3. Data Retention and Deletion.** Except for anonymized Customer Data, as described below, or as otherwise provided under the Agreement, Versaterm will delete all Customer Data following termination or expiration of the Agreement or this Service

Schedule, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Versaterm in writing before expiration or termination in accordance with Section 23 “Notices” of the MSA. Versaterm will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Versaterm through a mutually executed Service Schedule.

- 7.4. Service Use Data.** Customer understands and agrees that Versaterm may collect and use Service Use Data for its own purposes, including the uses described below. Versaterm may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes, so long as the data never identifies Customer or any individual.
- 7.5. Third-Party Data and Versaterm Data.** Versaterm Data and Third-Party Data may be available to Customer through the Software and Subscription Services. Customer and its Authorized Users may use Versaterm Data and Third-Party Data as permitted by Versaterm and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Versaterm Data or Third-Party Data for any purpose other than Customer’s internal business purposes; (b) disclose the data to third parties; (c) “white label” such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in an addendum to this Service Schedule. Any rights granted to Customer or Authorized Users with respect to Versaterm Data or Third-Party Data will immediately terminate upon termination or expiration of the MSA or this Service Schedule. Further, Versaterm or the applicable Third-Party Data provider may suspend, change, or terminate Customer’s or any Authorized User’s access to Versaterm Data or Third-Party Data if Versaterm or such Third-Party Data provider believes Customer’s or the Authorized User’s use of the data violates the Agreement, applicable law or Versaterm’s agreement with the applicable Third-Party Data provider. Upon termination of Customer’s rights to use any Versaterm Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Versaterm. Notwithstanding any provision of the Agreement to the contrary, Versaterm will have no liability for Third-Party Data or Versaterm Data available through the Software and Subscription Services. Versaterm and its Third-Party Data providers reserve all rights in and to Versaterm Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.
- 7.6. Feedback.** Any Feedback provided by Customer is entirely voluntary and will not create any confidentiality obligation for Versaterm.
- 7.7. Improvements; Software and Subscription Services.** In addition to Section 6(c) “Ownership” of the MSA, Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Versaterm.

## **8. Versaterm as a Controller or Joint Controller**

- 8.1.** In all instances where Versaterm acts as a controller of data, it will comply with the applicable provisions of our Mindbase Privacy Statement at <https://getmindbase.com/privacy-policy>, as may be updated from time to time. Versaterm holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Mindbase Privacy Statement. In instances where Versaterm is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

## **9. Onboarding**

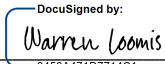
- 9.1.** Exhibit A to this Service Schedule shall include the following documentation detailing each party's roles and responsibilities for the onboarding of the Subscription Service:

Exhibit A.1 – Statement of Work

Exhibit A.2 – Interface Definition

[remainder of page left intentionally blank]

Versaterm Public Safety Inc.

By:  \_\_\_\_\_  
Name: warren Loomis  
Title: President & CEO  
Date: 04/09/2025

Customer

By: \_\_\_\_\_  
Name:  
Title:  
Date:

## **Exhibit A.1 Statement of Work**

### **1. Introduction and Purpose**

The Mindbase solution provides comprehensive mental health support for first responders. We believe in improving human health and well-being by bringing people, knowledge, and intelligent technology together. Mindbase is changing the mental health landscape for public safety. We partner with federal, state, and local governmental and non-governmental agencies to provide their personnel support during challenging prevention, response, and recovery operations. Under the guidance and participation of Customer, Mindbase will facilitate the delivery and implementation of its integrated mental health and wellness platform, which includes all purchased products and services in the Service Schedule.

Together, the integrated software solutions are referred to as the “System.”

Versaterm is committed to building a lifelong partnership with Customer by providing professional project management, technical and training assistance through implementation. The Mindbase solution will provide Customer with engaging self-service and peer support tools, to accomplish its wellness goals.

This Statement of Work “SOW” guides the primary activities and responsibilities for the System’s implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which the Mindbase Team and Customer will consider a task complete.

Mindbase will be delivered after the Versaterm vCAD is in Production Use. Mindbase integration will be exclusively to the vCAD. Integration to the legacy (Tiburon) CAD or other systems is not part of this project scope.

### **2. Summary of the major milestones**

- Agreement signing
- Mindbase HUB and Toolkit installation
- Project team training/Administration training complete
- vCAD integration
- Testing complete and issues resolved
- End user training complete
- Go-live and transition to Support complete

### **3. Project Objectives**

#### **A. Ongoing objectives of the Health and Wellness Platform Implementation project:**

- Implement an extensive peer support and wellness technology solution aimed at cultivating a culture of wellness within the organization.
- Provide the software, technology and services necessary to take proactive care of real-time challenges facing first responders
- Deliver a simple, fast, and data-driven mental health and wellness platform, powered by Customer vCAD.

#### 4. Specific SOW objectives:

- Complete the project implementation plan
- Install and configure Mindbase software applications, including setting up Peer Support Dashboard, provisioning users, and customizing and deploying the agency Wellness App
- Install and configure the external vCAD Interface
- Provide remote system setup consultation and system and application administration training
- Provide remote end-user training and assistance
- Provide remote Go-live assistance

#### 4. Project Assumptions and General Responsibilities

##### A. Project Assumptions

- The Mindbase System will be implemented in an Android or iOS and Windows environment.
- This engagement will begin on a mutually acceptable date after Mindbase is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Versaterm vCAD is in Production Use
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

##### B. Customer Responsibilities

- Maintain effective communications with the Mindbase Project Manager
- Participate in project status meetings
- Respond to issues and concerns as communicated by the Mindbase Project Manager
- Facilitate installation (download) of Mindbase app on applicable personnel's Android or iOS devices
- Gather and disseminate to Mindbase needed agency data as specified in the Interface Definitions document (Exhibit B)
- Ensure management and end-user personnel participate in training

##### C. Mindbase Project Team Responsibilities

- Function as the liaison with Customer's designated project manager
- Manage all aspects of the implementation, including project communications
- Participate in the project planning, system setup and training
- Coordinate and schedule the delivery of all products and services including launch kit(internal advertising posters, lanyards, QR Coded Peer Support badges) provided by Mindbase
- Conduct project status meetings, training, and Go-live activities
- Provide responses and recommend resolutions to Customer issues
- Facilitate the configuration and Mindbase HUB system installation, and coordinate external interface installation

#### 5. Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Mindbase and Customer will perform their respective tasks through a combination of collaboration, coordination via Teams, phone, email communications, and other remote means, as appropriate.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

Some tasks may involve 3rd party entities (government agencies, vendors, etc.) to successfully complete this project. Mindbase will cooperate and use good faith efforts to work effectively with all 3rd party representatives from other vendors or government agencies as may be necessary to ensure successful project completion.

6. Project Planning and Pre-In

A. Task Description

Project Planning will consist of a series of tasks and activities to help prepare the Customer and Mindbase for the implementation process. Mindbase will conduct a brief project review session and product demonstration (if needed) for the core Customer project team. The Project review session will include a discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the Project Managers and key personnel on both sides have the same understanding of the overall scope of the project and project approach.

B. Deliverables

Upon completion of Project Planning, Mindbase and Customer will identify estimated Customer resources and estimated time requirements for Customer-related tasks. This information will be based on Mindbase’s previous experience in installing similar systems.

C. Completion Criteria

This task will be considered complete following the project review session

Mindbase	Customer
<b>Responsibilities</b> Conduct kickoff meeting	<b>Responsibilities</b> Schedule personnel for kickoff Attend kickoff



<b>Required Staff</b> Project Manager	<b>Required Staff</b> Project Sponsor (admin) Project team members (admin, peer support staff from agencies or departments)
--	---

7. Install/Configure Mindbase Application (Provisioning)

A. Task Description

Mindbase configures and makes available the System components including iOS or Android app, dashboard, and vCAD integration. Mindbase systems engineer will install the Mindbase HUB and Toolkit application and the Mindbase side of the third-party interface. The systems engineer will configure the database environments and create the initial administrative user accounts. Mindbase will configure vCAD integration and, together with Customer, will test to verify the correct data stream and format transfers to the Mindbase dashboard.

Mindbase will provide Customer with iOS and Android client applications. Customer is responsible for installing the client application on mobile devices.

B. Deliverables

- Installation of Mindbase dashboard and app
- Configuration and Set-up of vCAD integration

C. Prerequisites

- Connection to third-party vCAD system

D. Completion Criteria

This task will be complete when Mindbase has installed the Mindbase HUB and Toolkit applications, created the user accounts and administrative accounts, completed the installation of external interfaces, and performed the tests required for end-user training and Go-live.

Mindbase	Customer
<b>Responsibilities</b> Install Mindbase HUB and Mindbase Toolkit Create admin user accounts Installation of external interface to vCAD system Verify correct data stream/format to dashboard Test and successfully demonstrate completion to Customer	<b>Responsibilities</b> Install Mindbase app on end-user iOS or Android devices Verify correct data stream/format to dashboard

<b>Required Staff</b> Systems engineer Project Manager Development (programmers)	<b>Required Staff</b> IT personnel Peer support/admin
---	---

## 8. Conduct Project Team Admin Training

### A. Deliverables

- Project team training
- Set Impact levels for Incident Types

### B. Prerequisites

- Mindbase application installation complete

### C. Completion Criteria

This task will be complete once the Customer's project team has been trained on the Mindbase platform and configured the Impact levels portion of the dashboard application.

Mindbase	Customer
<b>Responsibilities</b> Project team training (system overview) Demonstrate Mindbase application	<b>Responsibilities</b> Ensure appropriate personnel attend project team training. Configure Indicators/Incident Types in the dashboard
<b>Required Staff</b> Project manager Trainer	<b>Required Staff</b> Project team

## 9. Conduct End User Training

### A. Task Description

Mindbase will conduct virtual end-user training for peer support and/or Admin

### B. Deliverables

- Peer Support and/or Admin training
- End-user intro training video

### C. Prerequisites

- Mindbase application installed and configured

**D. Completion Criteria**

This task will be complete when Mindbase has provided all end-user training

Mindbase	Customer
Provide virtual peer support training Provide End-user intro video	Ensure appropriate personnel attend training class
<b>Required Staff</b> Trainer	<b>Required Staff</b> Peer Support End Users (watch intro video)

**10. Go-Live**

**A. Task Description**

Mindbase will ensure all tasks are completed and Customer personnel are prepared for cutover to live operations.

After cutover, Mindbase will assist Customer personnel with additional guidance and training as needed. Customer’s project team shall be present to provide guidance to other Customer personnel needing additional assistance.

**B. Deliverables**

- Go-live assistance

**C. Prerequisites**

- Completion of all previous tasks

**D. Completion Criteria**

This task will be complete once live operation of the entire System has commenced and the other tasks described above have been completed and accepted.

Mindbase	Customer
----------	----------

Facilitate Go-live kickoff Observe operations and troubleshoot any issues Make minor modifications as needed	Ensure appropriate personnel attend Go-live kickoff Provide guidance to individuals who need extra assistance Relay issues and concerns to Mindbase
<b>Required Staff:</b> Project manager Systems engineer Customer success	<b>Required Staff:</b> Project manager Peer Support/Admin All employees (end users)

11. Perform Remote Site Audit and Analysis

A. Task Description

2 – 4 weeks following cutover to live operation, Mindbase Customer Success will meet with Customer project team. Mindbase will be available remotely to answer any follow-up questions and provide additional training to enhance user capabilities. Mindbase will supply a starter program document to guide customer through engagement goals and objectives for the first year of program use.

B. Deliverables

- Analysis of System use
- Mindbase starter program

C. Prerequisites

- Go-live operations

D. Completion Criteria

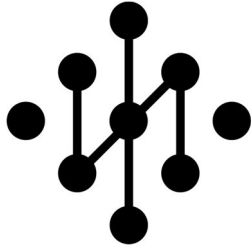
This task will be complete after the Mindbase customer success team has conducted the site audit and analysis.

Mindbase	Customer
<b>Responsibilities</b> Answer follow-up questions Gather initial feedback Deliver starter program	<b>Responsibilities</b> Communicate questions or concerns Begin use of starter program
<b>Required Staff</b> Customer success	<b>Required Staff</b> Applicable staff

12. Billing for Professional Services

Professional Services detailed in the Service Schedule shall be invoiced as follows:

- 100% at Provisioning



## Exhibit A.2

# Mindbase Interface Definition

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Mindbase

---

# Overview

---

The goal of Mindbase is to help your first responders feel more resilient, productive, and empowered during challenging events and situations. We do this by using your CAD data to provide timely insights into the activity of your telecommunicators.

## Data Requirements

---

### Initial Primer Data

One time data will need to be provided during integration and then will be kept up to date by your agency. This data can be provided using a spreadsheet, CSV, XML or any formatted text definition. Appendix A contains some examples of input data.

#### *Personnel Data*

- User ID\* (unique)
- User Name\*
- User Position
- User Phone Number
- User Email Address
- User Agency\*

#### *Incident Type Data*

- Incident Type Code\* (unique)
- Incident Type Description (required if code is numeric or non-descriptive)

\* Required Fields



---

## Incident Data Feed

The data feed is delivered to Mindbase on a cadence that will be determined between Mindbase and the agency. At least daily is preferred, more often if desired. Mindbase provides a RESTful API to exchange the data to the vCAD. Each file should contain the new incident data since the previous submission.

### *Incident Data*

- Incident ID\*
- Incident Date/Time\*
- Responding Officer(s) ID\* (includes Officers, Call Takers and Dispatchers)
- Incident Type Code\*
- Incident Address
- Incident City
- Incident State
- Incident Agency

\* Required Fields

### *Push Protocol*

Mindbase to vCAD uses HTTPS

---

## Appendix A

### Personnel File Format

ID	User	Position	Phone	Email	Agency
AA1234	SMITH, JOHN	DISP	555-222-3333	john@thisagency.org	UCSO
AA1235	OLSEN, MARY	ADM	555-333-4444	mary@thisagency.org	SPD

### Incident Type File Format

Call Type ID	Description
--------------	-------------





HOMI	Criminal Homicide	
9991	Criminal Homicide	

## Incident CSV Format

ID	Date	User	Incident Type	Address	City	State	Agency
23-1234	07/21/2023 11:00:23	13457	HOMI	123 S Main	Spanish Fork	UT	UCSO
23-1234	07/21/2023 11:00:23	17892	HOMI	123 S Main	Spanish Fork	UT	UCSO
23-1235	07/21/2023 11:23:23	14578	1034D	246 Daryl Cir	Mapleton	UT	UCSO

## Certificate Of Completion

Envelope Id: 3869A3E3-FDDC-4EDF-8366-C002C3395117

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Bill Romesburg

wromesburg@cit-com.com

Partner

Security Level: Email, Account Authentication  
(None)

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## Electronic Record and Signature Disclosure:

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## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

4/9/2025 1:26:22 PM

Certified Delivered

Security Checked

4/9/2025 1:29:37 PM

Signing Complete

Security Checked

4/9/2025 1:29:51 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	4/9/2025 1:29:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Versaterm:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kathleen.mackinnon@versaterm.com](mailto:kathleen.mackinnon@versaterm.com)

### **To advise Versaterm of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kathleen.mackinnon@versaterm.com](mailto:kathleen.mackinnon@versaterm.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Versaterm**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kathleen.mackinnon@versaterm.com](mailto:kathleen.mackinnon@versaterm.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Versaterm**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kathleen.mackinnon@versaterm.com](mailto:kathleen.mackinnon@versaterm.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Versaterm as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Versaterm during the course of your relationship with Versaterm.

F-1

Attachment 2

## **Service Schedule – vCAD SaaS**

1. This Service Schedule No. 001 is effective as of Effective Date of the MSA and is made by South Bay Regional Public Communications Authority ("Customer") and Versaterm Public Safety Inc. ("Versaterm"). This "Service Schedule" and its exhibits are incorporated into that certain Master Software and Services Agreement between Customer and Versaterm ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA or the "Definitions" as further defined below.

### **2. Definitions**

Any capitalized word or term used in this Service Schedule but not otherwise defined herein shall have the meaning given to it in the Master Software and Services Agreement.

- 2.1. "Critical Priority Error" means complete system failure where the Subscription Service is not available for use.
- 2.2. "High Priority Error" means a serious problem that materially affects the operational use of the Subscription Service.
- 2.3. "Major Enhancement Release" means a change or new release of the Subscription Service then in use by the Customer containing new functions, features and enhancements that have become part of the standard system.
- 2.4. "Minor Enhancement Release" means a change or new release of the Subscription Service then in use by the Customer designed to correct Problem(s) and/or provide minor functionality additions.
- 2.5. "On-Site Software" means Software, as defined in the MSA, that are installed and used on Customer's own systems or premises, on the license terms set out herein.
- 2.6. "Problem" means a failure of the Subscription Service to function substantially in accordance with the Documentation.
- 2.7. "Production Use" means the use of one or more functional application components to collect and manage real customer information for the purpose of serving actual customer needs; this is in contrast to "testing mode", where real customer information may be used, but only for the purpose of evaluation and testing.
- 2.8. "Regional Partner Agencies" or "RPAs" means government agencies or other entities that have signed an intergovernmental agreement with the Customer to be users of the Software. The roster of RPAs is subject to change over the Term of this Contract, as additional agencies may join, change status, or end participation via a written amendment to this Service Schedule.
- 2.9. "Support Authority" means the Customer's designated employee(s) authorized to approve additional, separately billable time & materials support work, beyond that included in this Service Schedule.
- 2.10. "Support Contact" means Customer's designated employee, a consultant providing services directly to the Customer, or another designated Customer representative with whom Versaterm will communicate when providing Support. The Support Contact must be knowledgeable about how the Subscription Service is being used and must be familiar with the operating environment under which it is being used.



- 2.11. "Source Code" means a collection of computer instructions written using a human-readable programming language. Source Code includes all material including, but not limited to, design documentation, User Documentation, reference manuals, libraries for the Software, and interface software, in any form (printed, electronic, or magnetic).
- 2.12. "Third Party Application" means a third-party service by a Third-Party Provider(s) approved by Versaterm to which the Customer and any Authorized User facilitates Versaterm's access to, and use of the Subscription Service, via an application programming interface or other means.
- 2.13. "Third Party Components" means any components of the Subscription Service provided by third parties, including open-source components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 2.14. "Third Party Data" means any data owned by a third party that the Customer accesses via the Subscription Service
- 2.15. "Third Party Providers" means third parties, including other vendors, federal agencies, state/provincial agencies, and local agencies that control products and/or databases with which the Subscription Service are to be interfaced but for the avoidance of doubt shall not include any Third Party Suppliers.
- 2.16. "Third Party Suppliers" means any party who provides products and/or services, including Open-Source Software and Third Party Components that contribute to the overall Subscription Service provided to the Customer by Versaterm.
- 2.17. "Versaterm Certified Browsers" means acceptable browsers on which Versaterm shall operate its Software. This internal list shall be maintained by Versaterm.

### 3. Service Schedule Information

#### 3.1. Software and Authorized Users

- Authorized Users: 618
- Software:

##### **CAD and Mobiles**

- vCAD (SaaS Services and Client Licenses)
- AVRR (SaaS Services)
- vMonitor (web-based Status Monitor)
- RemoteCAD/webCAD
- vMDT (Server and Client Licenses)
- vMobile (Server and Client Licenses)
- Versaterm Message Controller (VMC)
- VGI GIS Maintenance Tool
- Data Mart (VDM)
- Replicated CAD Database

##### **Third Party Components**

- 2 sets of VPN tunnels

##### **Interfaces**

- Digital EMS (ePCR)
- First Due Fire RMS
- GIS Interface
- Interra vMonitor API

- JDIC/CLETS/NCIC Interface
- Mark43 RMS
- Motorola MCC7500 Radio System (PTT/ERTT)
- Motorola Vesta 911
- PulsePoint
- RapidSOS
- ReddiNet
- Stancil Voice Recording
- Tablet Command
- WestNet Fire Alerting (First-In)

### 3.2. Regional Partner Agencies

- Culver City Police Department
- Culver City Fire Department
- El Camino College
- El Segundo Police Department
- El Segundo Fire Department
- Manhattan Beach Police Department
- Manhattan Beach Fire Department
- Hawthorne Police Department
- Gardena Police Department
- Hermosa Beach Police Department

### 3.3. Initial Subscription Term:

The fee for the Initial Subscription Term is expected to be **\$662,972**, but may change if additional software or services are purchased by the Customer from Versaterm, or if there is an increase in Sworn Officers. Upon Production Use (Task #21 of the Statement of Work (Exhibit A.1)), the Initial Subscription Term shall be paid in full within thirty (30) days, which shall set the date of future annual renewals (the "Subscription Payment Date"). The annual subscription Fee for subsequent years of Software as a Service (each a "Subscription Renewal Term") shall be paid in full on each annual Subscription Payment Date. Except where there is a delay caused by Versaterm, the Initial Subscription Term shall begin no later than three hundred (300) Calendar Days after the Project Initiation / Kick-Off (Task #2 of the Statement of Work (Exhibit A.1)).

Section 8(g) of the MSA shall not apply to this Service Schedule, as each Subscription Renewal Term under this Service Schedule will be subject to a maximum increase of 6%.

### 3.4. Fees:

3.4.1. Versaterm shall send invoices for the below Fees to Customer at the following e-mail addresses: [jkrok@rcc911.org](mailto:jkrok@rcc911.org), [skauuffman@rcc911.org](mailto:skauuffman@rcc911.org), [bill@cit-com.com](mailto:bill@cit-com.com). Should invoice email address change, Customer shall promptly notify Versaterm.

#### 3.4.2. Professional Services Fee

The total amount payable for Professional Services is **\$1,543,713.00**. Invoices for this Fee shall be issued upon the completion of each applicable milestone, as detailed in the table below, and shall be paid in full within thirty (30) calendar days after each invoice date.

<b>Milestone, as identified in the Statement of Work (Exhibit A.1)</b>	<b>Fee</b>	<b>Billing %</b>
Kickoff	\$154,371.00	10%
Provisioning (Build the Test Environment)	\$154,371.00	10%
Configuration Workshop #2	\$154,371.00	10%
Configuration Workshop #3	\$154,371.00	10%
Build the Production Environments	\$154,371.00	10%
Functional Acceptance Testing	\$154,371.00	10%
Train the Trainer Training	\$154,371.00	10%
Ready for Use (Ready for Training )	\$231,557.00	15%
Final Acceptance	\$231,557.00	15%

#### 3.4.3. Calculation of Subscription Fees

- i. Calculation. During the Production Period, the annual subscription Fee for the Software as a Service shall be calculated as the number of users in a User Class multiplied by their respective User Cost per Month (UCM) multiplied by 12.
- ii. User Classes. As of the Effective Date of this Service Schedule, the User Classes are:
  - a. Sworn Officers:  
 Number of Sworn Officers (NSO) is defined as the number of sworn employees as of the date that is ninety (90) days prior to the Subscription Payment Date, as certified by the personnel orders of the Police Department.  
 The NSO for the first full year of the Production Period is 618.
- iii. Should Customer resources become recategorized from sworn officers to other roles, additional user classes equivalent to unsworn first responder role made be added. Versaterm reserves the right to unilaterally determine the User Class and associated UCM.

#### 3.5. Egress and Connectivity

Versaterm will provision redundant Customer VPN end points for up to 2 connections. Each VPN connection has two tunnels that should be configured by Customer to provide redundancy. Customer is responsible for providing and configuring the required Customer Gateway VPN hardware and software.

Customer Data shall be made available for egress for a total of 300 gigabytes per month. Any egress connectivity beyond this rate shall be charged periodically at prevailing rates at the time and shall be paid in full when and as required, and also according to the termination provisions set forth in Section 20 "Orderly Termination" of the MSA.

#### 3.6. Database / Disk Storage

##### Initial Database Storage

- a. The initial database storage shall be made available as follows:
  - a maximum of 200 gigabytes for the CAD Production Databases;
  - a maximum of 200 gigabytes for the CAD Production Read-Replica Databases;

- a maximum of 100 gigabytes (combined) for the CAD Test/Implementation and Training Databases.
- b. For each Subscription Renewal Term, an automatic database storage increase of 10% of the initial database storage maximums, as listed in this subsection, will be provided to accommodate storage growth over time. For example, if it's an increase of 10%: Year 1 - 300GB, Year 2 - 330GB, Year 3 - 360 GB, Year 4 - 390 GB, Year 5 - 420 GB.

#### Initial Disk Storage

- a. The initial disk storage (for multimedia attachments and logs) shall be made available for a total maximum of 300 Gigabytes.
- b. For each Subscription Renewal Term, an automatic disk storage increase of 10% of the initial disk storage maximum, as listed in this subsection, will be provided to accommodate storage growth over time. For example, if it's an increase of 10%: Year 1 – 750GB, Year 2 – 900 GB, Year 3 – 1050 GB, Year 4 – 1200 GB, Year 5 – 1350 GB

Any storage use beyond these allocations will be charged at the current prevailing rates, and shall be paid in full when and as required and in accordance with Section 20 “Orderly Termination” of the MSA.

Versaterm will notify Customer of current database/disk storage consumption prior to the annual subscription renewal to allow Customer can take appropriate action (e.g., increase storage).

## **4. Onboarding**

- 4.1. Exhibit A to this Service Schedule shall include the following documentation detailing each party's roles and responsibilities for the onboarding of the Subscription Service:

Exhibit A.1 – Statement of Work

Exhibit A.2 – Project Implementation Schedule

Exhibit A.3 – Interface Control Document (ICD)

Exhibit A.4 – Customization and Enhancements Control Document (CECD)

Exhibit A.5 – Acceptance Testing

Exhibit A.6 – Training Course Outlines

Exhibit A.7 – Change Control Log

Exhibit A.8 – Customer-Supplied Hardware and Third Party Software

Exhibit A.9 – Documentation

## **5. License**

- 5.1. Compliance

The Customer will be responsible to Versaterm for compliance by Customer and all its Authorized Users and RPAs of the terms of this Section 5 of this Service Schedule.

- 5.2. License for Use - Subscription Service

Subject to the terms and conditions of the MSA and this Service Schedule, and the payment of the applicable Fees, Versaterm hereby grants to Customer, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the Subscription Service, as further detailed in Section 3. The Subscription Service shall

be accessible through a designated secure internet platform during the Term solely for the Customer's use in conjunction with the Customer's operations, and not for resale, access by third-parties, or for other commercial purposes. Apart from the rights enumerated herein, the Subscription Service do not include a grant to the Customer of any right to use, nor any ownership right, title, or other interest, in or relating to Subscription Service, nor in any copy of any part of the Subscription Service.

5.3. License for Use - On-Site Software, if applicable

Subject to the terms and conditions of the MSA and this Service Schedule, and the payment of the applicable Fees, and where applicable, Versaterm hereby grants to the Customer, for use by its Authorized Users, a non-exclusive license to use the On-Site Software, as further detailed in Section 3. The On-Site Software may only be used solely for the Customer's use in conjunction with the Customer's operations. Apart from the rights enumerated herein, the license does not include a grant to the Customer, of any right to use, nor any ownership right, title or other interest, in or relating to the On-Site Software, nor in any copy of any part of the On-Site Software.

5.4. Copies of User Documentation

Versaterm will provide Customer with access to the User Documentation, as may be updated from time to time. The Customer may use the User Documentation solely in connection with the use of Subscription Service, and may reproduce the User Documentation, provided that each copy thereby produced shall be marked with Versaterm's proprietary markings as delivered to the Customer. The Customer shall not use, print, copy, translate or display the User Documentation in whole or part for any reason other than those expressly authorized herein.

5.5. Restrictions on Use

In addition to the license restrictions set forth in Section 4 of the MSA, the Customer and its Authorized Users will not and will not knowingly permit any third party to: (i) share the Customer's or any Authorized User's login credentials; (ii) copy, modify, adapt, translate, or make derivative works of the Subscription Service, Third Party Data, or Third Party Components, or otherwise make any use, resell, distribute or sublicense the Subscription Service, Third Party Data or Third Party-Supplied Components other than as permitted herein; (iii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list for use in an implementation that is not connected to the services; (iv) hide or obscure any Authorized User's location with malicious intent or purpose; (v) permit access or use of the Subscription Service for any activities other than to enhance the Customer's own services, where reliance solely on or failure to use the Software could lead to death, personal injury, or property damage. The Customer and its Authorized Users will not access the Subscription Service if in direct competition with Versaterm and will not allow access to the Subscription Service by any party who is in direct competition with Versaterm and/or its Affiliates, except with Versaterm's prior written consent.

5.6. Third Party Applications

If Customer installs or enables a Third Party Application for use with the Subscription Service, Customer grants Versaterm permission to access Customer Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the Subscription Service. In no event will Versaterm be responsible for any Third Party Application, or any failure of a Third Party Application to properly interoperate with the Subscription Service. If Versaterm receives information that a Third Party Application may violate any applicable laws or third-party rights, Customer will, promptly upon receiving notice of the foregoing from Versaterm, disable any connection between such

Third Party Application and the Subscription Service to resolve the potential violation (and if Customer fails to promptly disable such connection, Versaterm shall have the right to do so).

#### 5.7. Third Party Components

Where there are any inconsistencies or conflict between the terms and conditions of Third Party Components and the terms herein, such additional terms shall govern the Customer's use of the applicable Third-Party Component. Third Party Component license(s) are restricted for use solely with Subscription Service.

VERSATERM, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

#### 5.8. Third-Party Data

Customer shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Customer and the provider of such Third Party Data. VERSATERM, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

#### 5.9. Customer Data

As between Versaterm and Customer, Customer owns and shall retain all rights, title, and interest, including, without limitation, all Intellectual Property Rights, in and to Customer Data. Customer shall have the sole responsibility for the accuracy, quality, and legality of the Customer Data, including obtaining all rights and consents necessary to share the Customer Data with Versaterm as set forth in this Agreement. Versaterm shall not access Customer user accounts or Customer Data except: (i) in the course of data center operations, (ii) in response to services or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at Customer's written request. Versaterm shall not collect, access, or use user-specific Customer information except as strictly necessary to provide the Subscription Service to the Customer.

#### 5.10. Software Enhancements and Optional Modules

Versaterm shall supply the following, subject to the Customer's payment of applicable Fees, and subject to and in accordance with the license rights, restrictions, terms, covenants, conditions, warranties, limitations, exclusions, and other provisions set forth herein:

- a. Major Enhancement Release(s) and/or Minor Enhancement Release(s) if any, to the Customer at no additional charge.
  - i. In the event of a Major Enhancement Release, Versaterm will deploy such upgrades to the Customer's systems, as scheduled in advance, with appropriate notification to the Customer. Customer shall have 60 days to test the Major Enhancement Release, after which, it becomes part of the Software.
  - ii. In the event of a Minor Enhancement Release, Versaterm will deploy such updates to the Customer's system, as scheduled in advance, with appropriate notification to the Customer. With the goal of keeping such environments reasonably current, the

Customer shall have 5 days to test the update, after which, the update shall become part of the Software.

- b. Interface modules that are developed by Versaterm for interfacing the Subscription Service to other software products; provided, that such modules are specifically included herein.
- c. Changes to Subscription Service. Versaterm software operates on a variety of common web browser types. Versaterm reserves the right to provide the Subscription Service using only Versaterm Certified Browsers.

#### 5.11. Disclaimer on Use

THE AUTOMATIC VEHICLE ROUTING RECOMMENDATION COMPONENT ("AVRR COMPONENT"), IF LICENSED UNDER THIS AGREEMENT, IS INTENDED FOR USE AS ONE FACTOR IN DETERMINING THE BEST VEHICLE ROUTING FOR THE CUSTOMER AND IS NOT INTENDED TO BE USED AS THE SOLE SOURCE FOR DETERMINING ROUTING, NOR WHICH VEHICLES TO DEPLOY TO ADDRESS ANY EMERGENCY SITUATION. THE AVRR COMPONENT IS HEAVILY DEPENDENT ON THE QUALITY OF THE SOURCE MAPPING INFORMATION INPUTTED BY OR ON BEHALF OF CUSTOMER AND VERSATERM WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ROUTING ERRORS AND/OR DELAYS, NOR ANY RESULTANT DAMAGE OR LOSS ARISING AS A RESULT OF THE MAPPING DATA OR FOR ANY DAMAGES OR LOSS CAUSED BY ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON THE AVRR COMPONENT.

## 6. Subscription Support

### 6.1. Site Access

When reasonably requested by Versaterm, the Customer shall provide access to its premises, staff, and authorities, provided Versaterm staff meet the security requires defined in Section 9 of this Service Schedule.

### 6.2. Software Support

During Production Use, Versaterm may make Support available through access to Versaterm's designated internet platform, and direct contact with the Customer. Such Support may consist of the periodic review of current outstanding questions and usage issues, new and upcoming releases of Major Enhancement and Minor Enhancements, and the periodic review of potential environment changes that could impact the use of the Subscription Services. State and Federal mandates relating to justice queries and reporting change from time to time. Reasonable changes to the following are considered included support items (at no additional cost):

- 6.3. a. JDIC/CLETS: Government mandated changes to JDIC/CLETS inquiries, and any impact on licensed functionality that relies on returned JDIC/CLETS data.Regular Telephone Support

During Production Use, Versaterm will make Support available by telephone to the Support Contact at substantially all times from 7:30 a.m. (EST) until 5:30 p.m. (Customer local time) each day except Saturdays, Sundays, and legal holidays in the jurisdiction of the Customer. To the extent possible by telephone, email, and remote communication, Versaterm will attempt to identify and provide a workaround for the Problem and will use reasonable efforts to provide a final solution for the Problem, if that applies. Versaterm will

normally respond to a telephone requests for Critical Priority Errors and High Priority Errors within thirty (30) minutes of receipt of the call.

#### 6.4. 7x24 Emergency Telephone Support

Versaterm will provide 7x24 Telephone Support that extends Support for problems identified as Critical Priority Error and High Priority Error to include all hours not already provided for within Regular Telephone Support. 7x24 Telephone Support allows the Customer's internal support staff that are technically capable and who first troubleshoot the problem, to authorize Versaterm to provide 7x24 Telephone Support.

#### 6.5. Termination of Corrective Action

Versaterm may, but need not, terminate its corrective efforts under this Exhibit at any time if, in its business judgment:

- a. The Customer fails to perform its obligations described herein; or
- b. The Customer is not using the then current unmodified version of the Software or other versions of the Software then supported by Versaterm; or
- c. Versaterm and/or the Customer is not able to reproduce the Problem in the applicable operating environment and verify that the Problem is in fact in the Software and not elsewhere; or
- d. The Problem is not material; or
- e. Further corrective efforts are not appropriate because the Problem has been identified and is caused by an external factor not within Versaterm's control; or
- f. Versaterm has declared the Problem as probably being caused by something external to the supplied Subscription Service, such as aberrations within the client's network (LAN and/or WAN and/or related network equipment). Versaterm will terminate work on this Problem unless the Customer authorizes further diagnosis effort that may be billable separately under this Agreement when and if the suspected external problem source is confirmed. If confirmed as being caused by an external source, then such work will be billed on a time and materials basis at the then prevailing hourly rates for Support (whether within or outside normal support hours) and can be authorized by e-mail by the designated Support Authority or other as designated in writing to Versaterm as having that authority.

#### 6.6. Third Party Applications

##### Responsibilities for Planned Updates.

Customer shall provide Versaterm with prompt notice, and in no case fewer than sixty (60) days' advance notice, of any update by the Third Party Provider of a Third Party Application. Subject to alignment with Versaterm's cloud patch schedule, Versaterm shall undertake commercially reasonable efforts to patch or update the Software in order to integrate it with the updated Third Party Application.

##### Responsibilities for Planned Upgrades.

Customer shall provide Versaterm with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party Provider of a Third Party Application. Subject to alignment with Versaterm's cloud patch schedule, Versaterm shall evaluate the time and resources required to patch or update the Software in order to integrate it with the upgraded Third Party Application. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price)



on which Versaterm would develop a patch, update, or upgrade to integrate the Software with the Third Party Application.

## 7. System Performance and Availability Standards

This Section 7 sets forth the performance and availability standards to which the Versaterm vCAD Software is expected to perform, provided Customer meets Versaterm's recommended hardware and network specifications, including server, desktop workstation and mobile configurations, and that the Customer uses the Software according to its intended design. Server hardware and software requirements, minimum workstation configurations, and network requirements are detailed in Exhibit A.8 of this Service Schedule. Specifications and requirements are subject to change to support future Major Enhancement Releases.

The measured times exclude any factors that may be caused by factors outside of Versaterm's control, such as, but not limited to, the network.

### 7.1. vCAD Transaction Response Times

The vCAD Software performance is based on transaction response times, which are measured from operator action until visual response is observed or until the operation is completed. Expected response times are not for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, querying external interfaces, attaching files, printing, or performing browse searches. For such types of data-dependent transactions, the response time results may vary depending on the amount of data involved, the sizes of the files involved, or the types of search criteria entered.

Below defined response times do not include dispatch recommendations/dispatching using AVL or AVRR, unless specified.

The approach taken will be to measure the performance of a series of identified transactions from a vCAD call-taker/dispatcher workstation while the Subscription Service is under normal and reasonable workload within the Production Use environment. Delays caused by the network will not be included in the response times.

When measuring response time, no browse transactions (ad-hoc queries against the database using the browse functions) or vCAD reports will be processed. The response times will be measured from vCAD workstations that meet the recommended workstation requirements as defined herein.

Running a vCAD session (i.e. signed on as a dispatcher), the following times will not be exceeded:

Transaction #1	Display "Add Call" form. Measured from the time the 'add call' function key is pressed until the form is displayed. Excludes first time the 'Add Call' form is invoked (form is being cached).	1 second 95% of the time
Transaction #2	Display call in queue - measured from when "ENTER" is pressed on completed call screen and the call is displayed in the pending queue.	1 second 99% of the time
Transaction #3	Validate address (from time last character entered to the display of district/beat/grid or invalid location form or display of matching street list). From time user tabs out of location field until successful geocoding occurs. Assumes full street name is	2 seconds 99% of the time

	entered or 2 full street names are entered for intersections.	
Transaction #4	Status change for single unit (enroute, onscene) - measured from when "ENTER" is pressed and unit status results are displayed on unit status.	1 second 95% of the time
Transaction #5	Retrieve Call using call number as a parameter. - measured from when call number is entered and "ENTER" is pressed until call is displayed.	1 second 99% of the time
Transaction #6	Display the recommended response units for the incident, measured from when the user enters the DP (Dispatch Recommendation) command to when the recommended units are displayed on the dispatcher screen. Assumes non-AVRR dispatch recommendation of 10 units or under.	1 second 99% of the time

#### Navigational Transactions

Navigational transactions involve the ease of movement from screen to screen or field to field. The response time for navigational transactions is expected to usually take one second (or less).

Examples include:

- Tabbing from field to field in any screen within the Software
- Looking up valid values for a coded field

#### 7.2. Availability Standards

During Production Use of the Subscription Service, the vCAD Software shall be available in the production environment 99.99% of the time. The following specifications define both availability and the method by which it is calculated:

Availability is expressed as a percentage of the maximum expected availability over a given period. The Software shall be available seven days per week, 24 hours per day. The percentage availability for any period will be calculated as follows:

$$(\text{Total Hours in Period} - \text{Hours System Unavailable}) \times 100 / \text{Total Hours in Period}$$

"Unavailability" is where the vCAD Software is completely and generally unavailable for the Customer's use (but not the use of any one Authorized User, or subset/group of users; or access from any one vCAD desktop, or group of vCAD desktops), and does not include any unavailability attributable to:

- a. Scheduled downtime for maintenance;
- b. Scheduled downtime for Major Enhancement Releases and Minor Enhancement Releases;
- c. scheduled downtime for operating system patch updates;
- d. downtime for upgrades or updates to system software components and tools integrated as part of the Subscription Services;
- e. downtime for upgrades or updates to cloud-based Third-Party Software Components and services integrated as part of the Subscription Services;

- f. downtime related to connectivity issues resulting from Customer or third-party-provided or managed Direct Connect or VPN access to hosted server or Customer internal network problems; Customer will be responsible for immediately notifying Versaterm of all third-party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise;
- g. an incident resulting from data or infrastructure or network provided and/or performed by the Customer;
- h. acts or omissions of Customer or any Customer user, Authorized User, or any employee, agent or independent contractor of the Customer;
- i. lack of availability or untimely response from the Customer that require the Customer's participation for resolution;
- j. the Customer's negligence or breach of the Customer's material obligations under the MSA or Service Schedule;
- k. any other cause(s) beyond Versaterm's reasonable control, including but not limited to those caused by Third Party Data, Third Party Applications, Third Party Provider, or Third Party Components or other third party software, as well as overall internet congestion, denial of service attack, or a force majeure event.

## **8. Security**

- 8.1. Versaterm agrees that all personnel Versaterm employs pursuant to this Service Schedule shall be subject to Versaterm's background and security checks and screening (collectively "Background Screening") at Versaterm's sole cost and expense as set forth in this paragraph. The Background Screening shall include, as a minimum, criminal record checks, local police record checks, and credit checks. Any additional Background Screening required by the Customer may be at additional cost.
- 8.2. FBI CJIS Security Addendum. Versaterm agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Service Schedule.

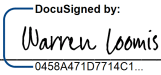
## **9. Transition Assistance**

- 9.1. Upon termination of the MSA or this Service Schedule for any reason, and subject to Fees due being paid in full, Versaterm will return Customer's data in a CSV or other mutually agreed upon format for each record ("Record") and provide them to the Customer for download. Records can be uploaded to Customer's new system by the Customer or its new vendor. The transition assistance described in this Section 9.1 is included in the Fees. All other Fees are due and payable up to the cut-off date of the Subscription Service.
- 9.2. As an optional Transition Assistance, Versaterm shall provide, at an additional fee, the database and other managed-services, as mutually agreed upon.
- 9.3. Notwithstanding the foregoing, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm.

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IN WITNESS WHEREOF, the Parties hereto have executed this Service Schedule as of the day and year indicated below.

**Versaterm Public Safety Inc.**

By:   
Name: warren Loomis  
Title: President & CEO  
Date: 04/09/2025

**Customer**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

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Attachment 3

## Service Schedule – “Mindbase”

This Service Schedule No. 002 is effective as of the Effective Date of the MSA and is made by South Bay Regional Public Communications Authority ("Customer") and Versaterm Public Safety Inc. ("Versaterm"). This "Service Schedule" and its exhibits are incorporated into that certain Master Software and Services Agreement between Customer and Supplier ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA, " or the "Definitions" as further defined below.

### 1. Service Schedule Information

- 1.1. Software/Subscription Service: Mindbase HUB
- 1.2. Authorized Users/Sworn Count: 59 users
- 1.3. Subscription Term: Upon provisioning, which shall set the date of future annual renewals (the “Subscription Payment Date”). The annual subscription Fee for subsequent years of Software as a service (each a “Subscription Renewal Term”) shall be paid in full on each annual Subscription Payment Date.
- 1.4. Fees:

Versaterm shall send invoices to Customer at the following e-mail address: Kauffman, Shannon <skauffman@rcc911.org>; 'Krok, John' <jkrok@rcc911.org>

Should invoice email address change, Customer shall promptly notify Versaterm.

Description	Cost
Mindbase Professional Services (one-time)	\$2,750
Mindbase Subscription (recurring)	\$5,236
<b>Total</b>	<b>\$7,986</b>

The Fees indicated above may be subject to a price increase as per section 8(g) of the MSA.

### 2. Definitions

- 2.1. **“Customer Contact Data”** means data Versaterm collects from Customer, its Authorized Users, and their end users for business contact purposes
- 2.2. **“Service Use Data”** means data generated by Customer’s use of the Software and Subscription Services or by Versaterm’s support of the Software and Subscription

Subscription Services, including product performance and error information, activity logs and date and time of use;

- 2.3. **“Customer Data”** does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Versaterm Data;
- 2.4. **“Process” or “Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### 3. License

- 3.1. **Delivery.** During the applicable Subscription Term, Versaterm will provide to Customer the Subscription Service set forth in Section 1, in accordance with the terms of the MSA and this Service Schedule. Versaterm will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Service or upon Versaterm otherwise providing access to the Subscription Service. If specified in Section 1 of this Service Schedule, Versaterm will also provide Professional Services related to such Subscription Service.
- 3.2. **Modifications.** Versaterm may modify the Software and Subscription Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications.
- 3.3. **User Credentials.** If applicable, Versaterm will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Versaterm provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.
- 3.4. **Beta Services.** If Versaterm makes any beta version of a software application (“Beta Service”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Versaterm. Versaterm will determine the duration of the evaluation period for any Beta

Service, in its sole discretion, and Versaterm may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

**3.5. Customer Obligations.** Customer will ensure that information Customer provides to Versaterm in connection with receipt of Software and Subscription Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Versaterm to provide the Software and Subscription Services and perform its other duties under this Agreement. Unless otherwise stated in the MSA or this Service Schedule, Versaterm may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under the MSA or this Service Schedule, Versaterm's ability to perform its obligations may be impacted and changes to the MSA or this Service Schedule, including the scope, Fees, and performance schedule may be required.

**3.6. Documentation.** Software and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "Documentation"). Documentation is and will be owned by Versaterm, unless otherwise expressly agreed in writing that certain Documentation will be owned by Customer. Versaterm hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Software and Subscription Services.

**3.7. Support of Downloaded Clients.** The Versaterm Wellness App is available in the iOS App Store and Google Play store for download. Authorized Users may install the app on their mobile device(s) or access content through a web browser. Versaterm may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates.

**4. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Software and Subscription Services in any jurisdiction in which the provision of such Software and Subscription Services is prohibited under applicable laws or regulations (a "Prohibited Jurisdiction"), and Customer will not provide access to the Software and Subscription Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

## **5. Customer-Provided Equipment; Non-Versaterm Content**



- 5.1. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Versaterm may be required for use of the Software and Subscription Services (“Customer-Provided Equipment”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Versaterm to access and use the applicable Customer-Provided Equipment to provide the Software and Subscription Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Versaterm) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Versaterm of any Customer-Provided Equipment damage, loss, change, or theft that may impact Versaterm’s ability to provide the Software and Subscription Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under this Service Schedule.
- 5.2. Non-Versaterm Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Versaterm (collectively, “Non-Versaterm Content”) with or through the Software and Subscription Services. If Customer accesses, uses, or integrates any Non-Versaterm Content with the Software and Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Versaterm Content in connection with the Software and Subscription Services. Customer will also obtain the necessary rights for Versaterm to use such Non-Versaterm Content in connection with providing the Software and Subscription Services, including the right for Versaterm to access, store, and process such Non-Versaterm Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Versaterm Content with the Software and Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Versaterm Content. Customer acknowledges and agrees that Versaterm is not responsible for, and makes no representations or warranties with respect to, the Non-Versaterm Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Versaterm Content or failure to properly interoperate with the Software and Subscription Services). If Customer receives notice that any Non-Versaterm Content must be removed, modified, or disabled within the Software and Subscription Services, Customer will promptly do so. Versaterm will have the right to disable or remove Non-Versaterm Content if Versaterm believes a violation of law, third-party rights, or Versaterm’s policies is likely to occur, or if such Non-Versaterm Content poses or may pose a security or other risk or adverse impact to the Software and Subscription Services, Versaterm, Versaterm’s systems, or any third party (including other Versaterm customers).

## **6. Versaterm Materials**

- 6.1.** Customer acknowledges that Versaterm may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Versaterm has developed or

licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Versaterm or another party) (collectively, "Versaterm Materials"). The Software and Subscription Services, Versaterm Data, Third-Party Data, and Documentation, are considered Versaterm Materials. Except when Versaterm has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Versaterm Materials are the property of Versaterm or its licensors, and Versaterm or its licensors retain all right, title and interest in and to the Versaterm Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Versaterm Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Versaterm to effectuate the foregoing. Versaterm and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Subscription Services or other Versaterm Materials, or permit any third party to do so.

- 6.2. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open-source software, included in the Software and Subscription Service. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

## **7. Processing Customer Data**

- 7.1. Versaterm Use of Customer Data.** To the extent permitted by law, Customer grants Versaterm to use Customer Data to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Versaterm products and services, and (c) create new products and services. Customer represents and warrants to Versaterm that Customer's instructions, including appointment of Versaterm as a processor or sub-processor, have been authorized by the relevant controller.
- 7.2. Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Software and Subscription Services), and Versaterm's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Versaterm's and its subcontractors' use) of the Customer Data as described in the Agreement.
- 7.3. Data Retention and Deletion.** Except for anonymized Customer Data, as described below, or as otherwise provided under the Agreement, Versaterm will delete all Customer Data following termination or expiration of the Agreement or this Service

Schedule, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Versaterm in writing before expiration or termination in accordance with Section 23 “Notices” of the MSA. Versaterm will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Versaterm through a mutually executed Service Schedule.

- 7.4. Service Use Data.** Customer understands and agrees that Versaterm may collect and use Service Use Data for its own purposes, including the uses described below. Versaterm may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes, so long as the data never identifies Customer or any individual.
- 7.5. Third-Party Data and Versaterm Data.** Versaterm Data and Third-Party Data may be available to Customer through the Software and Subscription Services. Customer and its Authorized Users may use Versaterm Data and Third-Party Data as permitted by Versaterm and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Versaterm Data or Third-Party Data for any purpose other than Customer’s internal business purposes; (b) disclose the data to third parties; (c) “white label” such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in an addendum to this Service Schedule. Any rights granted to Customer or Authorized Users with respect to Versaterm Data or Third-Party Data will immediately terminate upon termination or expiration of the MSA or this Service Schedule. Further, Versaterm or the applicable Third-Party Data provider may suspend, change, or terminate Customer’s or any Authorized User’s access to Versaterm Data or Third-Party Data if Versaterm or such Third-Party Data provider believes Customer’s or the Authorized User’s use of the data violates the Agreement, applicable law or Versaterm’s agreement with the applicable Third-Party Data provider. Upon termination of Customer’s rights to use any Versaterm Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Versaterm. Notwithstanding any provision of the Agreement to the contrary, Versaterm will have no liability for Third-Party Data or Versaterm Data available through the Software and Subscription Services. Versaterm and its Third-Party Data providers reserve all rights in and to Versaterm Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.
- 7.6. Feedback.** Any Feedback provided by Customer is entirely voluntary and will not create any confidentiality obligation for Versaterm.
- 7.7. Improvements; Software and Subscription Services.** In addition to Section 6(c) “Ownership” of the MSA, Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Versaterm.

## **8. Versaterm as a Controller or Joint Controller**

- 8.1.** In all instances where Versaterm acts as a controller of data, it will comply with the applicable provisions of our Mindbase Privacy Statement at <https://getmindbase.com/privacy-policy>, as may be updated from time to time. Versaterm holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Mindbase Privacy Statement. In instances where Versaterm is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

## **9. Onboarding**

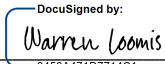
- 9.1.** Exhibit A to this Service Schedule shall include the following documentation detailing each party's roles and responsibilities for the onboarding of the Subscription Service:

Exhibit A.1 – Statement of Work

Exhibit A.2 – Interface Definition

[remainder of page left intentionally blank]

Versaterm Public Safety Inc.

By:  \_\_\_\_\_  
Name: warren Loomis  
Title: President & CEO  
Date: 04/09/2025

Customer

By: \_\_\_\_\_  
Name:  
Title:  
Date:

F-2



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 15, 2025

**ITEM NUMBER:** F-2

**TO:** Executive Committee

**FROM:** John Krok, Executive Director  
Shannon Kauffman, Operations Manager

**SUBJECT:** AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND CIT COM FOR PUBLIC SAFETY CONSULTING SERVICES REGARDING IMPLEMENTATION OF A COMPUTER AIDED DISPATCH SYSTEM

**ATTACHMENTS:** 1. Agreement with Cit Com

### **RECOMMENDATION**

Staff recommends that the Executive Committee consider and approve the attached Agreement with Cit Com and authorize the Executive Director to sign the Agreement on behalf of the Authority.

### **BACKGROUND**

In September of 2023, Bill Romesburg from Cit Com, was chosen as the Authority's Computer Aided Dispatch System (CAD) consultant for the procurement of a new CAD system for the Authority. At the request of the Executive Committee the Authority released a Request for Qualifications (RFQ) in October of 2023. As a result, the four (4) CAD vendors submitted responses to the Authority: CentralSquare, Hexagon, Tyler, and Versaterm. All four (4) vendors met the Authority's CAD system requirements. On January 18, 2024, the Request for Proposal (RFP) was released to the qualified vendors with a six-week response period, and on February 29, 2024, the Authority received four (4) vendor proposals.

After an extensive evaluation process of the qualified vendors, Versaterm received the highest overall score, and as a result, both the CAD consultant and Authority staff recommended this vendor for the Authority's CAD software.

On September 17, 2024, the Executive Committee directed the Executive Director to negotiate a contract with Versaterm for the Authority's CAD replacement.

### **DISCUSSION**

The Authority is presenting a Versaterm CAD contract for approval by the Executive Committee on Tuesday, April 15<sup>th</sup>, 2025.

If the CAD contract is approved by the Executive Committee, the Authority is requesting approval to enter into a contract with Cit Com for services related to the implementation and acceptance of the Versaterm CAD solution.

**FISCAL IMPACT**

The not to exceed amount for the project management is \$110,000.00. The JDIC/CLETS Application part of project is a not to exceed amount of \$44,000.00. The total amount for the agreement is a not to exceed amount of \$154,000.00. Sufficient funds are available to fund the CAD implementation project in the FY24-25 Adopted Budget due to salary savings.



F-2

Attachment 1

1     **AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND**  
2                                     **CIT COM**  
3                                     **FOR PUBLIC SAFETY CONSULTING SERVICES**  
4

5             This agreement for public safety consulting services is made and  
6 entered into this \_\_\_\_ day of April, 2025, by and between the SOUTH BAY  
7 REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (hereinafter called "CLIENT"), and  
8 Cit Com, a sole proprietorship (hereinafter called "Consultant").

9     **R E C I T A L S**

10            A. The CLIENT requires the services of a company skilled and  
11 experienced in public safety information technology planning, acquisition,  
12 implementation and best practices to assist with modernizing the CLIENT's  
13 existing police and fire computer aided dispatch (CAD), mobile systems, and  
14 associated interfaces. At the CLIENT's direction, related or ancillary  
15 technologies may also be replaced.

16            B. Consultant has the professional qualification and experience to  
17 provide such services and CLIENT desires to retain the Consultant for such  
18 services in accordance with the terms and conditions hereinafter set forth.

19     **NOW, THEREFORE, the parties agree as follows:**

20            1. SERVICES TO BE PERFORMED. The CLIENT hereby retains Consultant, and  
21 Consultant hereby accepts such engagement, to act as expert consultant.  
22 Consultant's duties and responsibilities shall include, but not be limited to  
23 the following (which are detailed in Attachment A: Statement of Work):

24            1. Versaterm Computer Aided Dispatch (CAD) Project Management and  
25 Implementation

1 2. Justice Data Interface Controller (JDIC) and California Law Enforcement  
2 Telecommunications System (CLETS) Upgrade Application for CAD system.

3 At all times herein, Consultant shall comply with any and all applicable  
4 local, State, and federal laws, statutes, regulations, standards, codes, and  
5 orders.

6 2. OBLIGATION OF CLIENT. CLIENT shall provide Consultant with all  
7 pertinent data, documents, information, and other clerical assistance as  
8 CLIENT determines to be appropriate for the proper performance of  
9 Consultant's services.

10 3. TASK COMPLETION. Consultant guarantees completion of the tasks set  
11 forth in the Statement of Work in Attachment A subject to a time schedule  
12 that is collaboratively developed in good faith by CLIENT and Consultant and  
13 subject to Consultant and CLIENT fulfilling their obligations under this  
14 Agreement. This time schedule shall be incorporated into this Agreement  
15 through a mutually approved written operating memorandum. The Authority  
16 authorizes the Executive Director to execute this operating memorandum on its  
17 behalf.

18 4. COMPENSATION AND PAYMENT. CLIENT shall pay Consultant compensation at  
19 the rate of Two Hundred and Twenty Dollars (\$220.00) per hour for all services  
20 to be provided pursuant to the implementation and management of the Versaterm  
21 CAD portion of the Agreement, not to exceed One Hundred and Ten Thousand Dollars  
22 (\$110,000.00) without prior CLIENT approval. CLIENT shall pay Consultant  
23 compensation at the rate of Two Hundred and Twenty Dollars (\$220.00) per hour  
24 for all services to be provided pursuant to the JDIC/CLETS upgrade application  
25 portion of the Agreement, not to exceed Forty-Four Thousand Dollars (\$44,000.00)  
without prior CLIENT approval. Consultant shall submit monthly invoices to

CLIENT for the services performed. Invoices shall be submitted via email to:  
John Krok. CLIENT shall make payment to Cit Com (Employer Identification Number:  
88-0456338) within thirty (30) days after receipt of each undisputed invoice.

5. INDEMNIFICATION. To the fullest extent permitted by law, Consultant  
agrees to indemnify, defend and hold harmless the CLIENT, its elected and  
appointed officials, officers, agents, employees and volunteers and all  
appointed officials, officers, agents, employees and volunteers of each  
member city of the CLIENT at the time this Agreement is effective, from any  
and all claims, liabilities and/or financial loss of any kind, to the extent  
arising out of or related to the acts, omissions, or willful misconduct of  
Consultant and/or anyone acting on Consultant's behalf. The duties set forth  
in this Section shall survive termination of this Agreement.

6. INSURANCE. Consultant shall at all times during the term of this  
Agreement carry, maintain, and keep in full force and effect, a policy of  
commercial automobile liability insurance (any auto) covering comprehensive  
vehicle liability including bodily injury, personal injury, uninsured  
motorist, medical payments, collision and property damage in compliance with  
California law with \$1,000,000 coverage per accident for bodily injury and  
property damage. Consultant shall at all times during the term of this  
Agreement carry, maintain, and keep in full force and effect, a policy of  
Commercial General Liability insurance with \$1,000,000 coverage per incident.  
If Consultant will be storing, processing or otherwise handling CLIENT data  
in electronic form, Consultant shall also provide cyber liability insurance  
(\$2,000,000 per occurrence) providing protection against claims and  
liabilities arising from: (i) errors and omissions in connection with

1 maintaining security of CLIENT data; (ii) data breach including theft,  
2 destruction, and/or unauthorized use of CLIENT data; (iii) identity theft  
3 including bank charges assessed; and (iv) violation of privacy rights due to  
4 a breach of CLIENT data.

5       Such insurance policies shall provide that the insurance coverage shall  
6 not be canceled, reduced or otherwise modified by the insurance carrier  
7 without the insurance carrier giving the CLIENT thirty (30) days prior  
8 written notice thereof. Consultant agrees that it will not cancel, reduce or  
9 otherwise modify any insurance coverage required by this Agreement. The  
10 required policies shall name Client, its elected and appoint officials,  
11 officers, employees, agents and volunteers, as additional insured. The CGL  
12 and auto liability policies shall be endorsed to waive all rights of  
13 subrogation. Consultant waives all rights of subrogation.

14       At all times during the term of this Agreement, Consultant shall  
15 maintain on file with the CLIENT a certificate of insurance, with original  
16 endorsements, and any other document required by the CLIENT's Risk Manager,  
17 showing that the required policies are in effect in the amount stated above.  
18 Consultant must provide certification to the CLIENT within thirty days of the  
19 effective date of the Agreement and must have coverage in effect prior to  
20 commencing the performance of work under this Agreement.

21       7. WORK PRODUCT.

22           a.     All draft and final reports, documents, and other written  
23 material, and any and all images, ideas, concepts, designs including website  
24 designs, source code, object code, electronic data and files, and/or other  
25 media whatsoever created or developed by Consultant in the performance of

1 this Agreement (collectively, "Work Product") shall be considered to be  
2 "works made for hire" for the benefit of CLIENT. All Work Product and any  
3 and all intellectual property rights arising from their creation, including,  
4 but not limited to, all copyrights and other proprietary rights, shall be and  
5 remain the property of CLIENT without restriction or limitation upon their  
6 use, duplication or dissemination by CLIENT upon final payment being made, or  
7 upon termination by CLIENT for cause. Consultant shall not obtain or attempt  
8 to obtain copyright protection as to any of the Work Product. Any work  
9 product in the possession of Consultant shall be delivered to CLIENT at least  
10 ten (10) days prior to the termination of this Agreement.

11           b. Consultant hereby assigns to CLIENT all rights of ownership  
12 to the Work Product, including any and all related intellectual property and  
13 proprietary rights that are not otherwise vested in the CLIENT pursuant to  
14 subsection (a), above.

15           c. Consultant warrants and represents that it has secured all  
16 necessary licenses, consents or approvals necessary to the production of the  
17 Work Product, and that upon final payment or Consultant's default, CLIENT  
18 shall have full legal title to the Work Product, and full legal authority and  
19 the right to use and reproduce the Work Product for any purpose. Consultant  
20 shall defend, indemnify and hold CLIENT, and the other indemnitees (as  
21 described in Section 4, above) harmless from any and all loss, claim or  
22 liability in any way related to a claim that CLIENT's use of any of the Work  
23 Product violates federal, state or local laws, or any contractual provisions,  
24 or any rights or laws relating to trade names, licenses, franchises,  
25

1 copyrights, patents or other means of protecting intellectual property rights  
2 and/or interests in products, ideas or inventions. Consultant shall bear all  
3 costs arising from the use of patented, copyrighted, trade secret or  
4 trademarked documents, materials, equipment, devices or processes in  
5 connection with its provision of the Work Product produced under this  
6 Agreement. In the event the use of any of the Work Product or other  
7 deliverables hereunder by CLIENT is held to constitute an infringement and  
8 the use of any of the same is enjoined, Consultant, at its expense, shall:  
9 (a) secure for City the right to continue using the Work Product and other  
10 deliverables by suspension of any injunction, or by procuring a license or  
11 licenses for CLIENT; or (b) modify the Work Product and other deliverables so  
12 that they become non-infringing while remaining in compliance with the  
13 requirements of this Agreement. This covenant shall survive the termination  
14 of this Agreement.

15 The parties that all agree Work Product shall remain confidential[ 1]  
16 and shall not be disclosed except as required by the California Public  
17 Records Act, subpoena or court order.

18 8. INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and  
19 not an employee of the CLIENT and shall have no power to bind, or incur any  
20 debt, obligation or liability on behalf of the CLIENT. Consultant is not  
21 entitled to any benefits paid or given to employees of the CLIENT.

22 9. TERMINATION FOR CONVENIENCE. CLIENT or Consultant may terminate this  
23 Agreement at any time without cause by giving fifteen (15) days prior,  
24 written notice of such termination to the non-terminating party, and by  
25 specifying the effective date thereof. If this Agreement is terminated by

CLIENT or Consultant as provided herein, Consultant shall be paid for its services satisfactorily rendered to CLIENT as of the date of termination.

10. TIME OF COMMENCEMENT AND PERFORMANCE. Consultant shall commence its services under this Agreement upon receipt of a notice to proceed from CLIENT which shall represent the CLIENT's consent to execute all of the provisions and inclusions of this Agreement. Consultant shall complete the performance of services required by this Agreement as directed in writing by the CLIENT. Any adjustment to this performance deadline shall be made only by prior written agreement between the parties.

11. TERM. This Agreement shall commence on April \_\_, 2025, and shall remain valid for two (2) years unless extended by written agreement of the parties, or sooner terminated pursuant to Section 9 of this Agreement.

12. ASSIGNMENT. This Agreement covers services of a unique and specific nature. This Agreement may not be assigned, nor any performance subcontracted, in whole or part, without the prior written consent of CLIENT.

13. AMENDMENT. This Agreement may only be amended by written agreement of both parties.

14. NOTICE. Written notices to the Consultant shall be given by United States mail, postage prepaid, and addressed to: Cit Com, Attention: William Romesburg, PO Box 890513, Temecula, CA 92589-0513. Written notices to the CLIENT shall be given by United States mail, postage prepaid, to the attention of John Krok (Executive Director), 4440 W Broadway, Hawthorne, CA 90250.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties. The provisions of this document shall govern



1 over any conflicting or inconsistent provisions of any attachment or exhibit  
2 hereto.

3 16. GOVERNING LAW AND VENUE. This Agreement shall be governed by the  
4 laws of the State of California. Venue for any legal action arising out of  
5 this Agreement shall be a State of federal court in the County of Los  
6 Angeles, California.

7  
8 IN WITNESS THEREOF, the parties hereto have caused this Agreement to be  
9 executed as of the day and year first above written.

10  
11 Dated this X'th Day of April, 2025:

12  
13 \_\_\_\_\_  
14 William Romesburg (Consultant)

15  
16 \_\_\_\_\_  
17 John Krok (Executive Director)

1 **ATTACHMENT A: STATEMENT OF WORK**

2 **Advance Technical Preparation\***

3 During the period between contract finalization and kickoff, the Authority will  
4 need to prepare the technical infrastructure for the new Versaterm CAD. Cit Com  
5 will meet with the Authority's technical designee to design and implement new  
6 Amazon Web Service (AWS) primary and secondary circuits. In addition, Cit Com  
7 will:

- 8 - Assist the Authority with obtaining and installing the required Pearl network  
9 devices required for implementing the Authority's E911 interface.
- 10 - Assist with setting up the test and training environments (necessary for the  
11 CAD workshops).
- 12 - Coordinate with the GIS resource, to ensure the ESRI shapefiles are  
13 prepared/optimized for both vCAD and vMDT (including dark mode).

13 **JDIC/CLETS Upgrade Application \***

14 Cit Com will work with the Authority, JDIC, State DOJ, Versaterm, and the  
15 individual agencies to develop the Authority's JDIC/CLETS Upgrade Application,  
16 including the following:

- 17 - Core JDIC/CLETS Application Files
  - 18 • ACC Responsibilities
  - 19 • Application
  - 20 • Application System Upgrade Acknowledgement
  - 21 • Security Point of Contact Delineation and Agreement
  - 22 • Security Questionnaire
- 23 - Cloud Architecture Application (Cloud Matrix)
- 24 - Supplemental JDIC/CLETS Application Files
  - 25 • Management Control Agreement(s)
  - Network Diagram
  - Private Contractor Management Agreement(s)
  - Release of Information Agreement(s)
  - Subscriber Agreement(s)
- Review and Attach Agency-Specific Supporting Application Documents
  - Administrative Procedure Password Policy

- Computer Incident Response Plan
- Physical Security and Media Destruction Policy
- System Notifications (Screenshots of Current Environment Warnings)

Each file will likely require edits and resubmissions. The proposal includes unlimited revisions, ongoing dialogue with the assigned DOJ representative, and testing the Versaterm applications with JDIC/CLETS to ensure compliance. The process will require approximately six months to complete.

#### **Project Scheduling**

Cit Com will work with the Authority and Versaterm to develop and maintain a detailed internal project schedule that will include the following:

- Internal RCC and Agency Tasks and Activities
- Physical Site Planning
- CAD, vMDT, and vMobile Configuration and Development
- AWS, Networking, and Interface Installation and Testing
- GIS Loading, Conversion, and Modifications
- End-User and System Administrator Training
- Operational Planning
- System Configuration and Testing Procedures
- Documentation Development
- Acceptance Testing

Cit Com will identify various tasks and subtasks within each of these sections.

Cit Com will update the schedule monthly (or more frequently, as conditions warrant).

#### **Quality Control and Contract Compliance**

Cit Com will ensure that both the Authority and Versaterm adhere to the contract's terms and conditions. Cit Com will review and advise the Authority on potential out-of-scope issues; assist in addressing potential contractual conflicts; assist with reviewing and approving deliverables and payment milestones; and prepare correspondence on behalf of the Authority, as appropriate and whenever requested. Cit Com will track Versaterm's adherence to the contract throughout the implementation and independently review in-process and completed deliverables for each milestone within the following compliance areas:

### **Contract Compliance Elements**

- Adherence to the Statement of Work.
- Adherence to the Project Plan roll out.
- Participating in weekly meetings to discuss any issues with contract compliance.

### **In-Process Deliverables**

- Determination as to whether-in process deliverables are on schedule.
- Identification of any changes in the scope or direction of project deliverables, and evaluation of any changes for adequate documentation.
- Preparation relevant change orders and approval within the Authority.
- Evaluation of in-process deliverables for consistency with identified business and system requirements.
- Evaluation of in-process deliverables to determine whether the deliverables meet the needs of subsequent phases.

Implementation Assistance Proposal for the SBRPCA|

### **Versaterm-Completed Deliverables**

- Completed deliverable timeliness.
- Completed deliverables to be consistent with identified business and system requirements.
- Completed deliverables to be comprehensively and adequately documented.
- Evaluation of completed deliverables to determine if the deliverables meet the needs of subsequent phases.
- Evaluation of any omitted scope (or functionality) for adverse consequences due to the omission.

Deliverable documents to be reviewed include those identified in the requirements, interface control document, the test plan), as well as other significant deliverables to be provided by either Versaterm or the Authority's implementation team.

## **CAD Configuration Workshop Management\***

Cit Com will assist the implementation team in successfully completing the three product configuration workshops. Cit Com will attend all three weeklong workshops with the Authority's team, and provide the following:

### **Pre CAD-Workshop Preparation**

Versaterm's methodology requires the Authority to undertake several technical and business tasks prior to the start of the first workshop (i.e., establishing a VPN or AWS connection to vCloud; preparing a workshop environment with Versaterm products pre-installed, etc.). Cit Com will take ownership for each advanced task, ensuring that the organization and people are ready for the first workshop.

### **Ensuring CAD Workshop Assignments are Captured, Assigned, and Completed**

Cit Com will attend each workshop to assist the Authority in responding to Versaterm questions and capturing questions/follow-up action items for subsequent workshops. Working with Administration, Cit Com will identify recommendations and specific assignments for individuals to complete prior to the next workshop. Cit Com will provide weekly interim checkpoints to measure progress and ensure assignments are complete prior to the deadline (typically the next workshop).

## **Risk Management**

In addition to providing an initial risk management assessment (including the identification of all known and triaged implementation risks, with mitigation strategies), Cit Com will also provide risk management updates to the Authority throughout the implementation.

### **Prepare System Test and Acceptance Plan**

Cit Com will assist the implementation team and Versaterm in the preparation of a detailed system test and acceptance plan. Cit Com's plan will include the following:

1 **Assist in Developing the Testing Approach**

2 Versaterm doesn't provide clients with test plans. Therefore, Cit Com will  
3 provide the base CAD test plan for the new systems using Versaterm's response  
4 to the RFP. Based on the unique capabilities of the Authority's system, the  
5 order and precedence of system testing will be defined. An overall schedule and  
6 estimate of time required to complete system testing will be developed, and  
7 relationships between tests will be identified (i.e., which tests must be  
8 successfully completed to continue testing).

9 **Assist in Acceptance Process\***

10 Based on the contract requirements Versaterm's response to the RFP, system (and  
11 interface) capabilities, and contractual performance requirements, we will  
12 guide the Authority through the acceptance process. For each aspect of the  
13 testing, the contract identifies the following metrics:

- 14 - Test Description
- 15 - Source Requirements or Specification
- 16 - Required Test Data, Equipment and Personnel
- 17 - System Configuration for Test
- 18 - Test Schedule and Time Requirements
- 19 - Special Requirements for Testing
- 20 - Expected Results
- 21 - Range of Acceptable Limits for Results
- 22 - Forms for Logging Results
- 23 - Certification of Completion

24 **Training**

25 Cit Com will coordinate all onsite training with the Authority, including the  
following:

- Prepare Initial Training Environment (used during Configuration Workshops)
- Prepare End-User Training Environment(s)

1 - Schedule Application, Technical, and Administrative Training in a Published Training Calendar

2 - Document Training Curriculum

3 - Coordinate with Authority Training Staff (to align work schedules with  
4 required application training, in advance of go-live with "just in time"  
5 training)

6 Upon the completion of end-user training, Cit Com will survey end-users  
7 regarding their training experience to assess their comprehension of the  
8 material, and to solicit feedback regarding positive and negative training  
9 experiences. In the past, agencies have found the information useful, as it  
10 enabled them to calibrate their training according to the unique needs of their  
11 personnel.

#### 11 **Review and Tailor Versaterm Training and User Documentation**

12 Cit Com will review Versaterm's documentation for completeness and  
13 identification of test points.

14 Cit Com will also recommend additional documentation required for the Authority  
15 to repeat testing or verify measurements on a periodic basis. Lastly, Cit Com  
16 will assist the Authority in preparing customized shortcut guides for CAD and  
17 CAD Mobile (to assist Officers and Firefighters with the transition from Tiburon  
18 to Versaterm).

#### 18 **Assist with Final System Design and Installation**

19 After completion and approval of the configuration documentation, the focus of  
20 the project will be on ensuring that all components of the system are coordinated  
21 and installed according to the final system design. Cit Com will document  
22 operational and control procedures, as needed, and assist the implementation  
23 team with resolving any remaining design and installation issues.

#### 24 **Assist with Cutover/Go-Live Preparations\***

Cutover requires a significant degree of preparation in the weeks, days, and hours leading up to the target go-live. Having recently assisted several agencies with preparing for their Versaterm cutovers, Cit Com will provide best practices and a complete Cutover/Go-Live Plan, detailing:

- Critical Success Factors
- Versaterm/Authority Communications
- Identification of Cutover Leads
- Cutover/Go-Live Logistical Support
- Support Roles and Responsibilities
- Versaterm Roles and Responsibilities
- Technical Plan
- Role of Superusers
- Cutover/Go-Live Timelines
  - 21 Days Prior
  - 14 Days Prior
  - 7 Days Prior
  - 1 Day Prior
  - Final 12-Hour Countdown
- Issue Reporting Procedure
  - During the Cutover/Go-Live Period
  - After the Cutover/Go-Live Period
- Transition to Support
- Supporting Contract Elements
- Directory (Cell, Email, Teams Links)

#### **Post Installation Coordination**

Following the successful cutover/go-live, Cit Com will oversee and manage the reliability and performance test periods, along with the outstanding punch-list. Following the successful reliability and performance test, Cit Com will



document any outstanding issues and their resolution before preparing the final acceptance documentation (once issued, the Authority will begin the subscription period with Versaterm).

\*indicates on-site attendance

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**ATTACHMENT B: SCHEDULE OF FEES**

DESCRIPTION OF WORK	HOURS FORECAST	COST ESTIMATE
PROJECT MANAGEMENT:	500 HOURS	\$110,000
JDIC/CLETS APPLICATION:	200 HOURS	\$44,000

Project Management: A maximum of five hundred (500) hours distributed over sixty-four(64) weeks (April 2025 -July 2026) at the current rate of \$220/hour, or \$110,000

JDIC/CLETS APPLICATION: A maximum of two hundred (200) hours distributed over sixty-four(64) weeks (April 2025 -July 2026) at the current rate of \$220/hour, or \$44,000

G-1

**MINUTES OF THE REGULAR OF THE BOARD OF DIRECTORS,  
THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE**

**MARCH 18, 2025**

**A. CALL TO ORDER**

The Board of Directors, Executive Committee and User Committee convened in a regular joint session at 2:00 PM on Tuesday, March 18, 2025, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**B. ROLL CALL**

Present: Mayor Pro Tem Rodney Tanaka, City of Gardena  
Mayor Pro Tem David Lesser, City of Manhattan Beach  
Councilmember Alex Monteiro, City of Hawthorne  
City Manager Talyn Mirzakhani, City of Manhattan Beach  
City Manager Vontray Norris, City of Hawthorne  
Chief Mike Saffell, Gardena Police Department Chief Gary  
Tomatani, Hawthorne Police Department  
Chief Mike Lang, Manhattan Beach Fire Department  
Chief Rachel Johnson, Manhattan Beach Police Department

Absent: City Manager Clint Osorio, City of Gardena

Also Present: Executive Director John Krok  
Operations Manager Shannon Kauffman  
Finance Manager Vanessa Alfaro  
Executive Assistant Cristina Manley  
Acting Administrative Services Manager Megan Cunningham  
Laura Kalty, Liebert Cassidy Whitmore  
Jennifer Petrusis General Counsel, RWG (via teleconference)

**C. PUBLIC DISCUSSION**

None.

**D. BOARD OF DIRECTORS CONSENT CALENDAR**

1. Minutes from January 21, 2025

**APPROVE**

2. Cash and Investments Report for December 31, 2024

**RECEIVE AND FILE**

3. Resolution Delegating Investment Authority to the Treasurer over Authority Funds and the Authority's Section 115 Trust

**APPROVE AND ADOPT RESOLUTION**

**MOTION:** Mayor Pro Tem Tanaka moved to approve the Board of Directors Consent Calendar Items 1-3. The motion was seconded by Councilmember Monteiro and passed by a vote of 3-0.

**E. ITEMS REMOVED FROM THE CONSENT CALENDAR**

None.

F. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Resolutions Authorizing an Exception to the CalPERS 180-day Wait Period  
**APPROVE AND ADOPT RESOLUTIONS**

Executive Director Krok discussed the Authority's two recent retirees returning on a part-time basis. CalPERS requires a 180-day separation before retirees can work part-time, but offers exemptions to the 180-day wait period for critical staffing needs. He explained that in order to allow for the retired annuitants to return prior to the 180-day wait period he needed approval from our governing board, the Board of Directors, during our publicly held meeting. If approved, resolutions will be filed with CalPERS. There will be a total of five part-time dispatchers who will add additional hours to staffing in the communications center.

Mayor Pro Tem Lesser, inquired on the efforts of the Authority to bring more retirees back due to the critical staffing issue. Executive Director Krok mentioned that staff has been looking into the possible interest of other retirees.

**MOTION:** Mayor Pro Tem Tanaka motioned to approve and adopt resolutions. The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

2. Fiscal Year 2025-2026 Five-Year Capital Improvement Plan  
**APPROVE AND ADOPT RESOLUTION**

Executive Director Krok provided a report on the Five-Year Capital Improvement Plan. In August 2023, the Board of Directors adopted a resolution establishing a Capital Improvement plan with an initial appropriation of \$595,000 for fiscal year 2025.

- Staff prepared the five-year CIP for Fiscal Years 2026 through 2030 includes reprioritization of some projects and new projects added to the last year.
- Plan focuses on improving infrastructure in IT, telecommunications, and facilities.
- There are thirty-three individual projects included in the Fiscal Year 2025/26 operating budget, totaling nearly \$5.7 million, funded by the Authority's Enterprise Fund.
- The Authority's undesignated fund balance is projected to be about \$7.3 million for fiscal year ending June 30, 2025.

Mayor Pro Tem Lesser asked if the two million dollars is a realistic number for a CAD system. Executive Director stated the funding was available for the new system and that the Authority anticipates \$1.6 million for project implementation, but waiting for integration prices and the final number may change depending on additional integration costs. The project should be under \$2 million.

Councilmember Monteiro inquired if discussions were underway regarding the solar aspect of the facilities. Executive Director Krok explained that he was still looking solar options for the facility and the possibility of purchasing a smaller generator that could fit into a parking space in the Authority lot which would allow for further redundancy.

**MOTION:** Mayor Pro Tem Tanaka motioned to approve and adopt resolutions.

The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

### 3. Resolution Adopting the Budget for Fiscal Year 2025-2026

#### **APPROVE AND ADOPT RESOLUTION**

Finance Manager Alfaro provided an overview of the Authority's main revenue sources and expense categories as follows:

##### Revenue Sources:

- Assessment revenue from member cities 50%
- Contract cities 41%
- Non-assessment revenue 9%

##### Expenses Categories:

- Salaries and benefits 75%
- Supplies, services, and equipment 23%
- Capital outlay 2%
- Operations department is approximately 60% of budgeted costs, administration 21% and technical services 17%

##### Cost Allocation Policy:

The policy was adopted by the Board of Directors in 2019

- Costs are separated into Administrative, Operations and Technical Services.
- Administrative costs are allocated to operations and technical services.
- Operations costs are allocated to call taking, police dispatch, and fire dispatch.
- Technical Services costs are allocated to dedicated support and work order support.

##### Proposed Assessment for Member Cities – Fiscal Year 2026

- Gardena: \$2,524,078 (approximately \$17,000 increase)
- Hawthorne: \$3,030,749 (approximately \$8,000 increase)
- Manhattan Beach: \$1,994,114 (approximately \$98,000 increase)

Finance Manager Alfaro further clarified the increase of Manhattan Beach Assessment and the factors leading up to this increase. \$70,000 of the increase is related to Technical Services Division, specifically work order support. Manhattan Beach experienced a 40% increase in their rolling three-year average of work order labor hours.

Mayor Pro Tem Lesser needed clarification on the increase of Manhattan Beach increase. Executive Director Krok explained that there was an increase of fleet size and work orders. Surveys and questionnaires are sent out annually, to verify the fleet size/changes to each agency.

Finance Manager Alfaro continued with the proposed assessments for Contract Cities - Fiscal Year 2026.

- Culver City: \$3,084,820 (approximately \$49,000 increase)
- El Segundo: \$2,209,980 (approximately \$73,000 increase)
- Hermosa Beach: \$901,858 (approximately \$3,000 increase)

Altogether with assessments of about \$13.7 million and non-assessment revenue of about \$1.3 million. Revenues are estimated to be over \$15 million, an increase of nearly \$580,000 or 4% compared to revenue projections for fiscal year 2025. The proposed budget for fiscal year 2026 is \$14,347,919.

Salaries, Benefits, Supplies, Servicers and Equipment

- Salaries and benefits are expected to increase to \$253,000 or 2.4%
- Supplies, services and equipment are expected to increase by \$326,000 or 10.8%

There is a \$580,000 increase overall or 4.21% budget increase from last year's adopted budget.

- This increase includes reimbursable expenses that are offset by an equal increase in other revenues, such as reimbursable parts.
- The increase in expenses that don't include offsetting revenue total about \$340,000, under a 2.5% increase from last year's adopted budget.

#### Revenue and Expenses

- Revenues are estimated to be \$15 million, expenses \$14.3 million, with revenues over expenses of about \$740,000.
- Projections over the next five years expect revenues over expenditures to average steady \$740,000 each year.
- The Board of Directors approved a revision to the budgetary policy that allows ongoing funding for pension and OPEB liabilities using budgetary surplus and unrestricted available fund balance each year.
- Projections include estimates for additional discretionary payments and trust contributions to the Authority's OPEB trust over the next several years.
- Projections now include the newly adopted CIP program and corresponding CIP plan to be considered by the Board of Directors.
- Staff projects a \$6 million-dollar fund balance for fiscal year ending June 30, 2026. The available balance, after considering the 10% required operating and capital reserve, estimated to be about \$4.8 million in fiscal year 2026.

Discussion of potential challenges with future contract renewals and Cost Allocation Policy.

**MOTION:** Mayor Pro Tem Tanaka motioned to approve and adopt resolutions. The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

#### G. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes for February 18, 2025  
**APPROVE**
2. Check Register – February 2025  
**RECEIVE AND FILE**

**MOTION:** Manhattan Beach City Manager Mirzakhania moved to approve Item G1 of the Consent Calendar with the amendment to revised her title to from Interim City Manager to City Manager. City Manager Norris moved to approve the Executive Committee Consent Calendar Items 1-2. The motion was seconded by City Manager Mirzakhania and passed by a vote of 3 – 0.

#### H. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

#### I. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

## 1. Executive Director's Update on Staffing and Recruitment

### **RECEIVE AND FILE**

Executive Director Krok provided a report on staffing in the communications center for the month of February:

- Hired a new operator in February.
- Twenty-two applications were received.
- Fourteen assessment tests were scheduled, eleven applicants took the test, and three passed.
- Hired another temporary dispatcher bringing the total to four, with fifth starting March 31<sup>st</sup>.
- Total of five part time dispatchers by the end of March.
- Supervisors are sitting in dispatch positions to assist with staffing, totaling 184 hours.

Overview – Overtime Reduction:

- Overtime decreased from 2300 hours in January to 1600 hours in February due to new staffing strategies.
- Overtime reduced by 70% in February.
- Projecting 1484 hours will be worked from temporary dispatchers, part-timers, and supervisors in staffing.

Executive Director Krok explained the modifications and additions, will result in 92% of the overtime hours being removed from the full-time dispatcher group.

Community Engagement and Recruitment – these events educate the communities and often lead to recruiting opportunities.

- Hosted Manhattan Beach Leadership Academy and Citizens Academy in February.
- Hosted El Segundo Citizen Academy this month.

Administrative Services Manager Position – Started the process to fill the Administrative Services Manager position and plan to fill the vacant position within the next few months.

City Manager Norris inquired on the Part-Time Dispatchers work schedule.

Executive Director Krok explained that part-time dispatchers are scheduled based on the authority needs and their availability. There are scheduled not on-call.

Mayor Pro Tem Lesser asked about the staffing goals and retention/recruitment.

Executive Director Krok explained that the authority's goal, is to be fully staffed. The goal is to stabilize the system and reduce overtime to improve retention.

- Overtime has been a major factor in employee retention.
- Our goal is to have 5-7 temporary employees on staff while simultaneously recruiting for full-time.
- We hope some of the temporary employees consider full time employment with us.

Mayor Pro Tem Tanaka thanked the authority, for sending representation to the Women's Expo in Gardena.



2. Executive Director's Update on Medical Director  
**RECEIVE AND FILE**

Executive Director Krok provided a report on LA County Medical Services Department requires any PSAP providing emergency medical services (EMD) to contract with a medical director. The position is included in the approved fiscal year budget, and a candidate has been interviewed. Working with LA County Medical Services to define the scope of work for the medical director. LA County doesn't have a scope of work defined yet. The plan is to implement the position by July 1, the beginning of the next fiscal year. The Authority budgeted for the position based on fee schedules of agencies that already have a medical director.

3. Executive Director's Update on Implementation of New Computer Aided Dispatch System  
**RECEIVE AND FILE**

Staff is currently working with Bill Romesburg (CAD Consultant) and Jennifer Petrusis (legal counsel) on the Versaterm contract. Anticipate completing the Professional Services Agreement by March 21. Total implementation cost is currently at \$1.6 million, with \$2 million available in the budget. The amount could increase slightly depending on additional integrations. There will be a yearly subscription and support fee after implementation, estimated at \$600,000 to \$650,000 per year. There is \$3 million in the Enterprise Fund that could be used to offset these costs.

Councilmember Monteiro inquired if there was a benefit in paying in advance. Executive Director Krok explained that paying in advance would only benefit them if they foresee an increase of costs. The Professional Services Agreement will tie them into the reoccurring cost, there is a shift or raise in those services, they'll be locked into that initial amount.

Mayor Pro Tem Lesser asked about Versaterm benefiting all cities. Executive Director Krok stated that Cit Com has worked with all of the cities and work groups to fit the scope of work for each one individually. Versaterm was recently implemented in Santa Monica. Police and Fire were happy with the project and it accomplished everything they needed. Bill, the CAD consultant, has been working directly with Fire on these integrations.

Implementation Schedule – kickoff is considered the day the contract is signed, and implementation will take 14 to 18 months from then. If the contract is completed before the next regularly scheduled Executive Committee meeting, a Special Meeting will be requested for contract approval.

J. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from February 18, 2025  
**APPROVE**

**MOTION:** Chief Saffell moved to approve the User Committee Consent Calendar Item 1. The motion was seconded by Chief Johnson and passed by a vote of 4 – 0.

K. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

L. **BOARD OF DIRECTORS, EXECUTIVE AND USER COMMITTEES'**  
**COMMENTS**

Mayor Pro Tem Lesser appreciated that staff has been addressing current issues.

M. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered closed session at 2:44PM.

1. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6  
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore  
Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911
2. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6  
Agency Designated Representatives: Executive Director and Liebert Cassidy Whitmore  
Employee Organization: Communications Workers of America
3. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government code Section 54957.6  
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore  
Employee Organization: Management & Confidential Employees

The Executive Committee returned from closed session at 3:03PM, no reportable action taken.

N. **ADJOURNMENT**

The meeting was adjourned at 3:04PM.