Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions
1. Endorsement for Lake Anna Civic Association Grant Application for National Fish and Wildlife Foundation
2. Resolution Extending Date of First Installment of Tangible Personal Property Tax Payment in the County

Award Presentations and Special Recognitions
1. Proclamation Recognizing National Public Safety Telecommunicators Week for April 12 - 18, 2020

Presentation of Consent Agenda
1. Approval of the Minutes of the February 25, March 10, 17, and 31, 2020 Board of Supervisors Meetings
2. Acceptance, Budget Adjustment, Appropriation, and Authorized Organizational Representatives for the FFY 2019 Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program
3. Appointment of David Sedlak to the Board of Building Code Appeals (Courtland District)
4. Approval of Contract to O’Brien & Gere Engineers, Inc. to Provide Professional Architectural and Engineering Services for Design of the Massaponax Wastewater Treatment Plant Expansion
5. Approval of Contract Modification #2 for Renewal to Pegasus Cleaning Corporation for Janitorial Services.
7. Approval of Contract Modification #4 for Renewal to Blue Ridge Rescue Suppliers, Inc. for Protective Ensemble for Structural Firefighting (Turnout Gear)
8. Approval of Three (3) Contract Modifications for Renewal to Multiple Firms to Provide Professional Engineering Services
9. Authorize and Direct Staff to Draft Ordinance to Amend County Code to Allowed Tax Refund Process to Align with State Code 58.1-3990
10. Ratification of the Ultimate Form of Contract Amendment One to CentralSquare for Public Safety System

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations

Board Reports

VDOT Report
1. VDOT Report

Presentations/Reports by Staff
1. Budget Work Session (If Necessary)

County Administrator/County Attorney Reports
1. Informational Matters

Recess

Closed Meeting
1. Closed Meeting

Public Presentations - Cont. 6:30 PM (3 minutes per speaker)

Public Hearings
1. CA20-0001: Spotsylvania County Board of Supervisors - Zoning Amendments
2. CA20-0002: Spotsylvania County Board of Supervisors - Subdivision Amendments

New Business
1. Next Board of Supervisors Meeting is April 28, 2020 at 6:00 p.m.

Adjournment

The finalized agenda may be found on the County website at www.spotsylvania.va.us under the Board of Supervisors tab on or before the Saturday preceding the meeting date. By order of the Spotsylvania County Board of Supervisors, the Board reserves the right to amend this agenda on the day of the Board meeting. The Board of Supervisors encourages the participation of all County citizens. For those with special needs, please notify the County Administrator's Office of any accommodation required prior to the meeting you wish to attend.
## Executive Summary

**Meeting Date:** April 14, 2020  
**Title:** Endorsement for Lake Anna Civic Association Grant Application for National Fish and Wildlife Foundation

### Agenda Title:
Endorsement for Lake Anna Civic Association Grant Application for National Fish and Wildlife Foundation

### Recommendation:
Approve.

### Summary:
The Lake Anna Civic Association (LACA) is applying for a grant from The National Fish and Wildlife Foundation to develop a plan to reduce nutrients and sediment in the tributaries that flow into Lake Anna, and have requested that the Board of Supervisors endorse their application.

### Staff Contacts:
Mark L. Cole, Deputy County Administrator  
Mike Rigdon, LACA Member

### Additional Background/Other Considerations:
Application and letter is attached.

### Consequence of Denial/Inaction:
No grant will be approved.

### ATTACHMENTS:

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<thead>
<tr>
<th>File Name</th>
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<td>National_Fish_and_Wildlife_Letter_041020.pdf</td>
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Lake Anna was created and existing wetlands were flooded in 1972 with the construction of the North Anna Power Station dam. All six of the perennial tributaries that feed the lake from the headwaters of the York River are listed as impaired by the Virginia Department of Environmental Quality (DEQ) on the basis of e-coli contamination. Water testing by DEQ in concert with the Lake Anna Civic Association shows elevated levels of phosphorus and nitrogen in the upper reaches of the lake associated with effluent from the six perennial tributaries. Over the last two summers, potentially toxic hazardous algae blooms fed by these nutrients have led the Virginia Department of Health (VDH) to issue “no swim” warnings for many portions of the lake. The overarching issue is the release of toxins can be harmful to humans, pets, and wildlife. So now the habitat is being impacted by algae blooms as well as e-coli. A wetland restoration plan is proposed as a mitigation measure to reduce nutrients.

Abstract (1500 characters with spaces 1462 used)

Six of the principal creeks in the 342 square mile watershed that feeds the North Anna River and Lake Anna were declared to be impaired by DEQ sometime before the March 2000 Special Area Plan was prepared to advise the three surrounding county governments on actions to preserve water quality. DEQ began to include tests for nitrogen, phosphorous, chlorophyll, pH, and dissolved oxygen circa 2005. In 2018 the lake had its first reported blue-green algae bloom: pretty much as predicted by the authors of the March 2000 Plan. Nitrogen and phosphorous levels at the creek discharges all exceed acceptable levels that can be found in literature on eutrophication. Internet searches and discussions with academia in other states indicate that restored (or constructed) wetlands are effective for lowering nutrients and associated sediment flow into the lake. An experienced wetlands design expert will be engaged to evaluate wetlands on a target stream and prepare a wetland restoration plan to meet the primary goal of this proposed study and technical assistance program. Work will continue with the Virginia Tech’s School of Plant and Environmental Sciences Department to expand ongoing water quality testing to provide additional data to support development of an implementation plan for a restored/enhanced wetland demonstration project. Outreach and educational programs will be enhanced to garner monetary support for an implementation program.
Objective (250 word limit 245 used)

The primary objective of the proposed work is to reduce the flow of nutrients and sediment into Lake Anna from the Lake Anna Watershed portion of the Upper York River Watershed. There are three secondary objectives involved with meeting the primary objective. First, restored and enhanced wetlands are the pathway to achieve the desired nutrient reductions. Obtain technical assistance to prioritize the tributaries and design an implementation plan for a demonstration project for the highest priority stream. The evaluation and design would by necessity have to take into account reductions in sediment, phosphorous, and nitrogen flow into the lake. It would also need to take into account the increased habitat for wildlife of all kinds to be sure the design meets NFWF goals. Second, additional water quality testing of the tributaries for pH, temperature, dissolved oxygen, conductivity, phosphorus and nitrogen will be initiated to guide wetland restoration and to benchmark the starting point so that results after restoration can be quantified. In the same vein, testing for algae concentrations at the outflow of the impaired streams will be augmented to obtain hard data to set the baseline to evaluate nutrient and sediment reduction after a plan is implemented. The third objective is to educate and motivate the agricultural community, homeowners, and individuals on how each of them can help restore water quality of the tributary streams to a non-impaired resource available for wildlife and people to enjoy on its way to the Chesapeake Bay.

Priority & Overall Context (250 word limit 250 used)

The Project addresses each of the planning and technical assistance needs associated with achieving two priority outcomes. The Project’s primary objective is to develop strategies to minimize polluted runoff from the Lake Anna Watershed on its way to the Chesapeake Bay. The Upper York River Watershed Implementation Plan lists six creeks in the watershed that are impaired by TMDL criteria. All six of these creeks flow into Lake Anna. Improvement of water quality in the lake as well as the tributary streams and creeks that run through the agricultural areas surrounding Lake Anna will be achieved through planning for demonstration wetland development (or expansion of established wetland) on the watershed tributaries. Not only will water quality be improved but enhanced wetlands will provide the ancillary benefit of increasing habitats and environments for native animal and plant species in the piedmont area of Virginia. A second objective will be to develop a Conservation and Watershed Management Plan that provides outreach and communication strategies to be implemented and maintained by the Lake Anna Civic Association for improved conservation outcomes. In addition, water testing carried out by the Virginia Department of Environmental Quality in conjunction with the Lake Anna Civic Association volunteers has shown substantially elevated levels of phosphorous and nitrogen where these creeks flow into the lake. The Project will serve as a demonstration of
properly designed wetland to contribute to achievement of nutrient loading levels established by
the State of Virginia in the Chesapeake Bay TMDL Phase III Watershed Implementation Plan.

Commitment to Implementation (250 Words 152 used)

The Lake Anna Civic Association already has a substantial commitment to water quality in the
form of approximately 700 volunteer hours of water testing done in conjunction with the
Virginia Department of Environmental Quality over the Spring, Summer, and Fall. The
association has been doing this testing every year since 2005. In addition to the annual volunteer
hours the Association pays the cost of laboratory testing of collected water and chlorophyll
samples. With the advent of algae blooms the Association has very recently purchased a
CyanoFlour instrument ($4600) and an MBio instrument ($4200) plus about $2000 of
consumables for algae testing. The message is that LACA is heavily committed to monitoring
and protecting water quality. The proposed program will be a demonstration of what may be
possible to further improve water quality in addition to habitat over and above what the Soil and
Water Conservation district are able to do under WIP-III.

Work Plan Text (500 Word Limit 466 used)

One of the outstanding features of this planning and technical assessment effort is the number of
organization it brings together to formulate a wetland demonstration effort to control nutrient and
sediment flow that is contributing harmful algae blooms on a freshwater lake. VaTech, Old
Dominion University, and Randolph Macon College will all have a role in this project. The 3
soil and water districts that encompass Lake Anna will be participants. In addition, LACA itself
is blessed with a number of highly trained scientists who will be participating in the effort.

The work plan below is predicated on a 12 month time frame with a January 2020 start date.
It begins with a meeting of all participants listed in the schedule plan below via a web video-
conference to make sure everyone knows the schedule of events and their responsibilities. The
next step is to engage a wetland design consultant. That could be a professor from one of the 3
participating universities or an independent consultant via competitive solicitation. Existing
water quality and algae concentration data will be assessed to prioritize potential demonstrations
sites. Then the real work begins in the field with steps E&F to select the most promising
demonstration site and evaluate changes needed to upgrade the topography and plantings to
maximize nutrient and sediment retention. In conjunction with steps E &F, nutrient and algae
data will continue to be collected by Virginia Departments of Health and Environmental Quality,
VaTech, and LACA volunteers. These data and analysis thereof will continue to inform this
planning and technical assessment effort to provide the baseline for a follow-on implementation
effort.
<table>
<thead>
<tr>
<th>TASK/Months</th>
<th>Jan</th>
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<tbody>
<tr>
<td>A. Kick-off meeting: Three SWCD directors, Va Tech, ODU, &amp; LACA volunteers to review schedule and responsibilities. (LACA)</td>
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<td>B. Research, interview and conduct competitive solicitation for an independent wetland habitat consultant. (LACA)</td>
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<td>C. Engage a wetland habitat evaluation/design consultant and establish design parameters for an exemplary functioning wetland. (LACA, SWCDs &amp; Consultant TBD)</td>
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<td>D. Model nutrient concentrations from DEQ/LACA water quality data. (LACA &amp; VA Tech)</td>
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<td>E. Obtain ground access permission from local land owners. (SWCD partners)</td>
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<td>F. Inspect target wetlands for existing elements and changes needed for efficient sediment and phosphorous remediation.</td>
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</table>
G. Evaluate and prepare a report of needed wetland upgrades. (University/Consultant – TBD)  
H. Collect data on Harmful Algae Blooms and nutrients in conjunction with VaTech, ODU, & RMC.  
I. Analyze collected data on nutrients and harmful algae in conjunction with ODU, VaTech, & RMC to serve as a baseline for an implementation effort.  
J. Prepare a detailed Implementation Plan for a Wetlands Demonstration Project  

<table>
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<tr>
<th>(LACA, SWCDs &amp; Consultant TBD)</th>
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<tr>
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<td>J. Prepare a detailed Implementation Plan for a Wetlands Demonstration Project</td>
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**Demonstrated Need: (Limit: 250 words 235 used)**

The conduct of the proposed research study that is focused on the development of wetlands to improve water quality, reduce sedimentation, increase wildlife habitat, and develop new communication strategies to inform and educate the local populace about water quality issues is an expensive effort to undertake. The Lake Anna Civic Association is supported by the membership fees from local residents and small grants for water testing from DEQ, Spotsylvania County, and Dominion Energy. At this time the LACA water quality monitoring program is sustained by more than 700 hours of annual support by more than 30 volunteers. Our volunteers donate their time, boat gas, and personal items to the water quality program conducted in conjunction with DEQ and their quality assurance protocol. LACA is blessed with a number of
volunteers who have science, engineering, and program management experience. Regardless, we do not have anyone with experience with wetland development expertise. We will have to engage the services of a consultant from the list provided by the NWFW field agents in Richmond and Charlottesville to provide the evaluation and design experience for the wetlands portion of the project. LACA does not have the financial capacity to expand efforts beyond our current obligations for water quality testing, associated supplies, instrument maintenance, and laboratory analysis charges. Our volunteers are available cost free but NFWF support is needed for wetlands habitat design, targeted data collection, and expanded education efforts.
April 14, 2020

National Fish and Wildlife Foundation
1133 Fifteenth St., N.W., Suite 1000
Washington, DC 20005

Re: Small Watershed Planning and Technical Assistance Grant

To whom it may concern:

This is the express the Spotsylvania County Board of Supervisors’ strong support of the Lake Anna Civic Association’s (LACA) application to the National Fish and Wildlife Foundation for a Small Watershed Planning and Technical Assistance Grant.

Lake Anna is a popular recreational and residential area located in one of the fastest growing areas of Virginia. Lake Anna State Park is one of the busiest state parks in the Commonwealth. For many years, the Lake Anna Civic Association (LACA) partnered with state agencies and local governments to monitor and improve the water quality of the Lake. Water testing by the Virginia Department of Environmental Quality (DEQ) and LACA show elevated levels of phosphorus and nitrogen in the upper reaches of the lake. In recent years, potentially toxic hazardous algae blooms fed by these nutrients have led the Virginia Department of Health (VDH) to issue “no swim” warnings for many portions of the lake.

Awarding this grant to LACA will enable the creation a plan to enhance wetlands as a way to reduce nutrients and sediment in the tributaries that flow into Lake Anna while having minimal impact on agricultural operations in the watershed. We are confident that LACA will be good stewards of any funds received and it will greatly enhance efforts to improve water quality of the Lake.

We respectfully request that you act favorably upon this request and award the grant to LACA.

Thank you,

Gary F. Skinner
Chairman, Spotsylvania County Board of Supervisors
Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date: April 14, 2020
Title: Resolution Extending Date of First Installment of Tangible Personal Property Tax Payment in the County

Agenda Title: Resolution Extending Date of First Installment of Tangible Personal Property Tax Payment in the County

Recommendation: Approve resolution.

Summary: The resolution is attached.

Staff Contacts: Bonnie Jewell, Assistant County Administrator, Financial Services

Additional Background/Other Considerations: Attached.

Consequence of Denial/Inaction: The resolution will not be approved.

ATTACHMENTS:

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</table>
RESOLUTION NO. 2020-______

RESOLUTION EXTENDING DATE OF FIRST INSTALLMENT OF TANGIBLE PERSONAL PROPERTY TAX PAYMENT IN THE COUNTY

WHEREAS in December 2019, a novel coronavirus, now designated COVID-19, was detected in China. Since that time, the disease has spread to more than 100 locations worldwide, including the United States, and multiple positive cases have emerged in Virginia; and

WHEREAS the World Health Organization has declared COVID-19 a “public health emergency of international concern,” and on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency; and

WHEREAS Virginia Governor Ralph Northam declared a state of emergency in the Commonwealth of Virginia in response to the continued spread of COVID-19 on March 12, 2020; and

WHEREAS at a special meeting on March 17, 2020, the Board of Supervisors of Spotsylvania County declared a local emergency with an effective date of March 1, 2020 in response to the continued spread of COVID-19; and

WHEREAS on March 23, 2020 Virginia Governor Ralph Northam in response to the continuing emergency signed Executive Order Number Fifty-Three (2020) in which the Governor prohibited all public and private gatherings of 10 or more individuals, cancelled the remainder of the 2019-2020 school year for public and private schools, closed all dining and congregation areas in restaurants, dining establishments, food courts, breweries, microbreweries, distilleries, wineries, tasting rooms, and farmers markets through April 23, 2020 while still allowing for delivery and take-out services, closed public access to certain recreational and entertainment businesses until April 23, 2020 while allowing certain retail businesses to remain open; and

WHEREAS on March 30, 2020 Virginia Governor Ralph Northam in response to the continuing emergency signed Executive Order Number Fifty-Five (2020) in which the Governor ordered individuals to remain in their place of residence leaving only for certain limited purposes during which social distancing of at least six feet from any other person must be practiced, prohibited all public and private in-person gatherings of more than 10 individuals except in limited circumstances described therein, ordered institutions of higher education to cease in-person classes and instruction while allowing operations for remote learning, critical research, and performing essential functions during which social distancing requirements are met, effective on April 1, 2020 at 11:59 p.m. ordered cessation of all reservations for overnight stays of less than 14 nights at privately-owned campgrounds, closed all public beaches except for exercising and fishing; and
WHEREAS the effect of Executive Order Number Fifty-Three (2020) and Executive Order Number Fifty-Five (2020) has resulted in a hardship placed upon many residents and businesses of Spotsylvania County; and

WHEREAS the Board of Supervisors of Spotsylvania County is authorized under Virginia Code § 58.1-3916, whenever good cause exists, to provide by resolution for reasonable extensions of time, not to exceed 90 days, for the payment of, and filing of returns for, certain local taxes, including, but not limited to, the tax levied on tangible personal property.

NOW THEREFORE the Board of Supervisors of Spotsylvania County does hereby find that good cause exists pursuant to the information set forth in the recitals above and further hereby RESOLVES that the due date for the first installment payment of the tangible personal property tax is hereby extended from June 5, 2020 to June 26, 2020 and future payment due dates of the tangible personal property tax are not extended by this resolution and shall remain the same as set out by law unless extended by a future act of the Board of Supervisors or assessing official as allowed by law.

(SEAL) A COPY TESTE: __________________________
Aimee R. Mann
Deputy Clerk to the Board of Supervisors
Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date: April 14, 2020
Title: Proclamation Recognizing National Public Safety Telecommunicators Week for April 12 - 18, 2020

Agenda Title: Proclamation Recognizing National Public Safety Telecommunicators Week for April 12 - 18, 2020
Recommendation: Approve proclamation.
Summary: FREM would like to recognize and honor the contributions of all Spotsylvania County Communications personnel in the public safety arena for their continued efforts to preserve public safety through our 9-1-1, non-emergency lines, and the dispatch of first responders to thousands of calls for service each year with the attached proclamation.

Staff Contacts: Jay Cullinan, Fire Chief
Additional Background/Other Considerations: n/a
Consequence of Denial/Inaction: n/a

ATTACHMENTS:
File Name Description Type
2020_Telecommunicators_Week_DDC.docx Proclamation Proclamation
PROCLAMATION

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 12-18, 2020

WHEREAS, public safety dispatchers and call-takers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, emergencies can occur at any time requiring law enforcement, fire suppression or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of the public and first responders is dependent upon the quality and accuracy of information provided by public safety dispatchers and call-takers; and

WHEREAS, public safety dispatchers and call-takers are a vital link for our law enforcement and fire personnel by monitoring their activities by radio, providing information during fluid situations, and ensuring their safety; and

WHEREAS, public safety dispatchers and call-takers have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, each public safety dispatcher and call-taker has exhibited compassion, understanding and professionalism during the performance of their job; and

WHEREAS, the Spotsylvania County Board of Supervisors would like to recognize and honor the contributions of all Spotsylvania County Communications personnel in the public safety arena for their continued efforts to preserve public safety through our 9-1-1, non-emergency lines, and the dispatch of first responders to thousands of calls for service each year.

NOW, THEREFORE, BE IT PROCLAIMED by the Spotsylvania County Board of Supervisors that the week of April 12-18, 2020, be duly recognized as National Public Safety Telecommunicators Week and honor the men and women of Spotsylvania County Communications, whose diligence and professionalism keep Spotsylvania County citizens, visitors and property safe.

(SEAL) A COPY TESTE: ________________________ _________
Aimee R. Mann
Deputy Clerk to the Board of Supervisors
Meeting Date: April 14, 2020
Title: Approval of the Minutes of the February 25, March 10, 17, and 31, 2020 Board of Supervisors Meetings

Type: Action
Agenda Title: Approval of the Minutes of the February 25, March 10, 17, and 31, 2020 Board of Supervisors Meetings

Recommendation: Approve the Minutes of the February 25, March 10, 17, and 31, 2020 Board of Supervisors Meetings.

Summary: The minutes are attached.

Staff Contacts: Aimee Mann, Deputy Clerk

ATTACHMENTS:

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<tr>
<td>Min_033120.doc</td>
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Mr. Skinner called the meeting to order at 4:30 p.m. Mr. Marshall led the Pledge of Allegiance and Mr. Ross gave the invocation.

**APPROVAL OF AGENDA**

On a motion by Mr. Ross and passed unanimously, the Board approved the agenda with the following additions:

- Update to County’s Fiscal Policies to Include Health Insurance and OPEB Reservations for Schools;
- Appointment of Scott Myers to the Transportation Committee (Berkeley District)

The following item was moved to after closed meeting:

- Approval of Task Order to O’Brien & Gere Engineers, Inc. for the Thornburg Wastewater Treatment Plant Final Design for Contact 1 Membrane Filtration System Equipment and Contract 2 for General Construction

**VOTE:**

- **Ayes:** 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
- **Nays:** 0
- **Absent:** 0
- **Abstain:** 0

**PUBLIC COMMENT ON CONSENT AGENDA**

Anthony Lofaro, Chancellor District, spoke in opposition of the appointment of Phil Scott to the Citizen Budget Review Committee.
APPROVAL OF THE CONSENT AGENDA

The County Administrator read the synopsis as a brief preview of these agenda items for the public.

The following items were removed for separate consideration:

- Approval of Resolution Expressing Support for the Concept of Consolidating Wastewater Treatment with the City of Fredericksburg at an Expanded and Upgraded Massaponax Wastewater Treatment Plant;
- Request to Add an Additional FTE for a Planner Position.

On a motion by Mr. Ross and passed 6 to 1 with Mr. Skinner opposed, the Board approved the amended Consent Agenda as follows:

VOTE:
Ayes: 6 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross and Mr. Yakabouski
Nays: 1 Mr. Skinner
Absent: 0
Abstain: 0

1. Approval of the Minutes of the January 28, 2020 and February 11, 2020 Board of Supervisors Meetings;
2. Appointment of Phil Scott as an Alternative on the Citizen Budget Review Committee (Chancellor District);
3. Approval of Purchase Order to SHI International Corporation for Microsoft Enterprise Agreement Licenses;
4. Approval of Task Order to O’Brien & Gere Engineers, Inc. for the Thornburg Wastewater Treatment Plant Final Design for Contact 1 Membrane Filtration System Equipment and Contract 2 for General Construction;
5. Approval of Task Order to O’Brien & Gere Engineers, Inc., for the County-City Wastewater Consolidation Preliminary Engineering Reports;
6. Approval of Task Order #101 to E-Merge Systems, Inc. for Motts Run Water Treatment Plant SCADA Refresh;
7. Approval of Task Order #102 to E-Merge Systems, Inc. for Ni River Water Treatment Plant SCADA Refresh;
8. Budget Amendment & Appropriation for Smart Scale Analysis Tool as follows:

VOTE:
Ayes: 6 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross and Mr. Yakabouski
Nays: 1 Mr. Skinner
Absent: 0
Abstain: 0
RESOLUTION NO. 2020-22

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriation be, and the same hereby are, made for the fiscal year beginning July 1, 2019, from the funds and for the functions or purposes indicated.

For reallocation of an existing appropriation back to the Capital Projects Fund and to a new project for purchase of a SmartScale Analysis Tool, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: ($2,989)

9. Grant Application Request and Authorized Agent Resolution for the FFY 2020 Community Policing Development Micro Grants Program as follows:

VOTE:

Ayes: 6 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross and Mr. Yakabouski
Nays: 1 Mr. Skinner
Absent: 0
Abstain: 0

RESOLUTION NO. 2020-23

Approving Grant Application Submission and Designation of Authorized Organizational Representatives for the FFY 2020 Community Policing Development Micro Grants for the Sheriff’s Office

WHEREAS, the U.S. Department of Justice is accepting grant applications for the FFY 2020 Community Policing Development Micro Grants; and

WHEREAS, this program is used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities; and

WHEREAS, the Sheriff’s Office would like to submit a grant application to the U.S. Department of Justice to request $100,000 in federal funds to significantly enhance youth engagement efforts by sworn law enforcement personnel; and

WHEREAS, any grant funds that would be awarded would be utilized for equipment, supplies, and restorative justice efforts with a juvenile justice non-profit agency; and

WHEREAS, if awarded, the grant would be available for one year; and
WHEREAS, grant funds cannot supplant local funds; and

WHEREAS, there is no local match requirement; and

WHEREAS, the grant program does not require continuation funding.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors that the Board of Supervisors respectfully requests the U.S. Department of Justice’s consideration of the grant application; and

BE IT FURTHER RESOLVED, that the following individuals are designated as authorized organizational representatives for the submission and processing of this specific grant application:

Edward Petrovitch, County Administrator, or
Mark Cole, Deputy County Administrator, or
Bonnie Jewell, Assistant County Administrator for Finance and Services, or
Annette D’Alessandro, Grants Manager.

10. Reallocation of Funding Between Belmont and Chewning Park Projects;
11. Update to County’s Fiscal Policies to Include Health Insurance and OPEB Reservations for Schools;
12. Appointment of Scott Myers to the Transportation Committee (Berkeley District).

CONSENT AGENDA ITEMS FOR SEPARATE CONSIDERATION

Request to Add an Additional FTE for a Planner Position

Mr. McLaughlin made a motion to move the request of an additional FTE for a planner position to 2021 budget. Mr. Skinner made a substitute motion to approve the request to add an additional FTE for a planner position. The motion passed 4 to 3 with Mr. Jett, Mr. McLaughlin and Mr. Ross opposed.

VOTE:

Ayes: 4 Mrs. Frazier, Mr. Marshall, Mr. Skinner, Mr. Yakabouski
Nays: 3 Mr. Jett, Mr. McLaughlin and Mr. Ross
Absent: 0
Abstain: 0

PUBLIC PRESENTATIONS

The following citizens spoke in opposition of an increased tax rate: Michael Berry, Vivica Berry, Dr. Yvonne Athansasaw, Darrel Bow, Nina Perry, Marvin Kenan, and Jim Wimmer.

**BOARD OF SUPERVISORS REPORTS**

During this time, Supervisors reported on items of interest and/or concern within their districts.

Mr. Marshall made a motion to send a letter to Debbie Williams, Commissioner of the Revenue to extend the deadline to appeal real estate assessments for 30 days. Mr. Skinner made a friendly amendment to add a 30-day extension for senior tax relief. The motion passed unanimously.

**VOTE:**

- **Ayes:** 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
- **Nays:** 0
- **Absent:** 0
- **Abstain:** 0

**PRESENTATIONS/REPORTS BY STAFF**

**Citizen Budget Review Committee (CBRC) Report**

The Citizen Budget Review Committee provided commentary and recommendation on both the Schools’ and County Administrator’s proposed FY 2021 budgets.

**Creation of an Internal Audit Function**

Staff recommended the adoption of an outsourced internal audit (IA) model utilizing the services of RSM US, LLP (RSM). With RSM, projects could be prioritized, resourced, and assigned on a task order basis. Should the Board approve the use of RSM for the County’s ongoing internal audit needs, the first two tasks would include, in priority order, the creation of a Fraud, Waste and Abuse Hotline and a review of department inventory controls.

On a motion by Mr. McLaughlin and passed unanimously, the Board approved the creation of an internal audit function as presented.

**VOTE:**

- **Ayes:** 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
- **Nays:** 0
- **Absent:** 0
- **Abstain:** 0
Approval of Smart Scale Pre-Applications

Staff recommended that the Board of Supervisors approve the five local and three Fredericksburg Area Metropolitan Planning Organization (FAMPO) regional pre-applications for the State’s Smart Scale Transportation Funding Program.

On a motion by Mr. Yakabouksi and passed unanimously, the Board added the Rt. 208 Operational Improvements from the VDOT Study into the 3rd FAMPO application slot for Smart Scale Round 4.

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

On a motion by Mr. Yakabouksi and passed unanimously, the Board adopted the resolution as follows:

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

RESOLUTION NO. 2020-24

A RESOLUTION SUPPORTING THE SMART SCALE PRE-APPLICATIONS FOR FY20

WHEREAS, Spotsylvania County Board of Supervisors herein by reference identify Five Local pre-applications for consideration and Three FAMPO regional pre-applications for consideration for application during the FY 20 Smart Scale pre-application period, and

WHEREAS, the Transportation Committee has reviewed and recommends the following projects:

Five Local:
1. Rt. 2/17 Widening from 2 to 4 lanes: City Line to Joseph’s Mill Drive
2. Rt. 2/17 Widening from 2 to 4 lanes: City Line to Shannon Airport
3. Harrison Road Shared Use Path: Harrison Road Park to Hazelwild
4. Four Mile Fork Intersection and Rt. 1 Revitalization Improvements
5. Four Mile Fork Intersection and Rt. 208 Operational Improvements
Three Regional under FAMPO:
1. Exit 126 STARS Study improvements
2. Rt 208 Operational Improvements and Third WB Lane to Leavells Rd
3. Lafayette Boulevard Multimodal Improvements

WHEREAS, the Spotsylvania County Board of Supervisors hereby support the five local and three regional pre-application projects for the Smart Scale Program Application Process for FY20, and

NOW, THEREFORE, BE IT RESOLVED, this Board endorses the Five Local and Three Regional pre-applications for consideration for application during the FY 21 Smart Scale application period, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Transportation Committee.

Policies Governing Enforcement and Removal of Illegal Signs in the VDOT Right of Way

At the Board's November 14, 2019 meeting, staff gave a presentation on the proliferation of signage along County roadways, primarily Route 1, Route 3 and Route 208. Staff summarized County Code requirements and policies related to signage and enforcement challenges and provided a comparison of how neighboring jurisdictions were addressing the issue. The Board directed staff to revise the existing policy and remove exceptions allowing signage at any time in the VDOT right of way.

Following staff’s presentation, Mr. Marshall made a motion to adopt the proposed revised policy titled "Spotsylvania County Policies Governing Enforcement and Removal of Illegal Signs in the VDOT Right of Way". The motion passed unanimously.

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

WORK SESSION

Budget Work Session

Mr. Marshall read the following statement:

I hereby disclose I have an interest in the budget transaction as an employee of Spotsylvania County earning over $5,000 annually. My disclosure is on file with the clerk and is available to
the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

Mrs. Frazier read the following statement:

I hereby disclose I have an interest in the budget transaction as an employee of Spotsylvania County Schools earning over $5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

Larry Pritchett, addressed the Board and requested $109,956 for a dedicated IT project application analyst to support both the commissioner’s and treasure’s offices.

Mr. Marshall made a motion to advertise the tax rates in the County Administrator’s proposed budget. Mrs. Frazier made a substitute motion to approve a real estate tax rate of .88797. The substitute motion failed 3 to 4 with Mr. Jett, Mr. Marshall, Mr. McLaughlin and Mr. Ross opposed.

| Ayes: 3 | Mrs. Frazier, Mr. Skinner, Mr. Yakabouski |
| Nays: 4 | Mr. Jett, Mr. Marshall, Mr. McLaughlin and Mr. Ross |
| Absent: 0 |
| Abstain: 0 |

The main motion to advertise the tax rates in the County Administrator’s proposed budget failed 3 to 4 with Mrs. Frazier, Mr. Jett, Mr. McLaughlin and Mr. Ross opposed.

| Ayes: 3 | Mr. Marshall, Mr. Skinner, Mr. Yakabouski |
| Nays: 4 | Mrs. Frazier, Mr. Jett, Mr. McLaughlin and Mr. Ross |
| Absent: 0 |
| Abstain: 0 |

Mrs. Frazier made a motion to reconsider the matter. The motion passed unanimously.

| Ayes: 7 | Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski |
| Nays: 0 |
| Absent: 0 |
| Abstain: 0 |

Mr. Marshall made a motion to advertise the real estate tax rate at $.8797. The motion passed 4 to 3 with Mr. Jett, Mr. McLaughlin and Mr. Ross opposed.

| Ayes: 4 | Mrs. Frazier, Mr. Marshall, Mr. Skinner, Mr. Yakabouski |
| Nays: 3 | Mr. Jett, Mr. McLaughlin and Mr. Ross |
| Absent: 0 |
| Abstain: 0 |
Mr. Skinner made a motion to advertise the special service district rates as presented. The motion passed unanimously.

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

Mr. Yakabouski made a motion to advertise the remaining tax rates as presented. The motion passed unanimously.

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

**CLOSED MEETING**

On a motion by Mr. Skinner and passed unanimously, the Board adopted a resolution to adjourn into closed meeting as follows:

**VOTE:**

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

**RESOLUTION NO. 2020–25**

**To Adjourn into a Closed Meeting**

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into Closed Meeting for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; specifically, discussion of real property in the Courtland District; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically regarding a utilities matter and zoning matters; and
WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for a discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, specifically regarding a utilities matter; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(3), (8) and (29), such discussions may occur in Closed Meeting.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby authorize discussion of the aforestated matters.

RETURN TO OPEN MEETING AND CERTIFICATION

On a roll call vote, the Board returned to open meeting and adopted the following resolution:

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

RESOLUTION NO. 2020-26

Return to Open Meeting

WHEREAS, the Spotsylvania County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 (D) of the Code of Virginia requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors hereby returns to open session and certifies, by roll call vote, that to the best of each member’s knowledge only public business matters lawfully exempted from the open meeting requirements of the Freedom of Information Act and identified in the motion to go into Closed Meeting were heard, discussed or considered in the Closed Meeting.
Approval of Resolution Expressing Support for the Concept of Consolidating Wastewater Treatment with the City of Fredericksburg at an Expanded and Upgraded Massaponax Wastewater Treatment Plant

On a motion by Mr. Skinner and passed unanimously, the Board adopted the resolution as follows:

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski

Nays: 0

Absent: 0

Abstain: 0

RESOLUTION NO. 2020-27

Expressing Support for the Concept of Consolidating Wastewater Treatment with the City of Fredericksburg at an Expanded and Upgraded Massaponax Wastewater Treatment Plant

WHEREAS, the Spotsylvania County Department of Public Utilities is committed to providing reliable, high-quality and cost-effective public utility service to residents of the County while protecting the natural environment.

WHEREAS, the Spotsylvania County Department of Public Utilities previously identified the need to address aging wastewater infrastructure in the region, in particular the long-anticipated need to decommission the FMC Wastewater Treatment Plant (“WWTP”), which has served the region well for decades but which is not capable of providing advanced nutrient removal and is nearing the end of its useful life.

WHEREAS, to address this need in a timely manner the Spotsylvania County Board of Supervisors at its June 25, 2019 meeting directed the Department of Public Utilities to undertake the long-anticipated decommissioning of the FMC Plant no later than July 1, 2025.

The FMC WWTP has a rated capacity of 4 million gallons per day (MGD) with 1.5 MGD of that capacity allocated to the City of Fredericksburg (“City”) until such time as the FMC WWTP is abandoned and decommissioned.

WHEREAS, Spotsylvania County (“County”) also owns and operates the Massaponax WWTP, which was constructed in the late 1970s, was most recently upgraded and expanded in 2012 to a rated capacity of 9.4 MGD, and can be further expanded in the future.

WHEREAS, the City of Fredericksburg (“City”) owns and operates a WWTP with a rated capacity of 4.5 MGD that was originally constructed in the mid-1950s and needs to be upgraded within the next 5 to 10 years or decommissioned.
WHEREAS, County and City staff and consultants have determined that the most economical and environmentally beneficial way for both localities to meet their current and future wastewater treatment needs would be to decommission the City WWTP along with the FMC WWTP and expand the Massaponax WWTP to treat wastewater flows from both the County and the City.

WHEREAS, the consolidation of wastewater treatment at an expanded and upgraded Massaponax WWTP would substantially reduce the nutrients currently being discharged into the Rappahannock River and Chesapeake Bay from the two older plants and is the only economical alternative in which the City’s and County’s nutrient discharge targets can be realized.

WHEREAS, although this consolidation would require the construction of new pump stations, force mains and gravity sewer lines, the associated capital costs and the long-term operation and maintenance costs would be less costly than rebuilding the outdated plants and related facilities and adding nutrient removal technology.

WHERE, County and City staff and consultants have concluded that expansion and upgrade of Massaponax WWTP, as well as the associated conveyance facilities, would be eligible for Virginia Water Quality Improvement Fund grant funding that would reduce the required contributions of the County and the City to the capital cost of these projects.

WHEREAS, the County and the City have a long history of cooperating to provide water and wastewater services to their residents in an efficient and effective manner, including the consolidation of their water treatment operations in the Motts Run Water Treatment Plant owned and operated by the County.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors expresses its support for the concept of including the City of Fredericksburg in consolidating wastewater treatment services at an expanded and upgraded Massaponax WWTP with a specified portion of its treatment capacity to be funded by and allocated to the City.

BE IT FURTHER RESOLVED that the Spotsylvania County Board of Supervisors directs its staff to develop a comprehensive agreement to accomplish this project and pursue diligently the state grant funding necessary to mitigate the cost of this project on County and City ratepayers.

NEW BUSINESS

None

ADJOURNMENT

On a motion by Mr. Yakabouski and passed unanimously, the Board adjourned its meeting at 11:38 p.m.
VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

__________________________
Aimee R. Mann
Deputy Clerk to the Board of Supervisors
PRESENT: Deborah H. Frazier, Salem District
Barry K. Jett, Livingston District
Kevin W. Marshall, Berkeley District
Timothy J. McLaughlin, Chancellor District
David Ross, Courtland District
Gary F. Skinner, Lee Hill District
Chris Yakabouski, Battlefield District

STAFF PRESENT: Ed Petrovitch, County Administrator
Mark L. Cole, Deputy County Administrator
Karl Holsten, County Attorney
Aimee R. Mann, Deputy Clerk

Mr. Skinner called the meeting to order at 4:30 p.m. Mr. Ross led the Pledge of Allegiance and Ms. Frazier gave the invocation.

APPROVAL OF AGENDA

On a motion by Mr. Marshall and passed unanimously, the Board approved the agenda with the following addition:

- Fredericksburg Regional Alliance Local Match Grant Funding for $3000 for Legal Assistance to Establish a Regional Industrial Facility Agreement.

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski

Nays: 0
Absent: 0
Abstain: 0

AWARD PRESENTATIONS AND SPECIAL RECOGNITIONS

Commendation Recognizing the Rappahannock Regional Soap Box Derby

Mr. Marshall read the commendation as follows:

COMMENDATION

RECOGNIZING THE RAPPAHANNOCK REGIONAL SOAP BOX DERBY

WHEREAS, the Regional Soap Box Derby first began on William Street in downtown Fredericksburg in 1951, where it occurred each year until 1972, when it lost its national sponsor; and
WHEREAS, the race returned to downtown in 1997, at the suggestion of Fredericksburg City Councilman Ralph “Tuffy” Hicks, with businesses and the City’s Parks and Recreation department teaming up to make it happen; and

WHEREAS, the annual event expanded over the years and in 2001, Fredericksburg became the largest race in the country; and

WHEREAS, in 2018, Spotsylvania took over and moved the event to Dominion Raceway in the Thornburg area of the County after Fredericksburg decided to discontinue the derby due to a lack of resources; and

WHEREAS, the County’s Tourism Department, along with the Rappahannock Regional Soap Box Derby, stepped up to organize and run the event, managing to save the race and hold on to the history of the community event that benefits the region’s youth; and

WHEREAS, The Rappahannock Regional Soap Box Derby formed a non-profit organization to fully manage the race with help and direction from the County’s Tourism Department. This work includes registration, soliciting sponsorships, and recruiting the thirty volunteers needed to conduct clinics, hold the impound and the race, as well as responsibility for getting the local winners to nationals; and

WHEREAS, The Rappahannock Region includes the counties of Spotsylvania, Stafford, King George, Caroline and the city of Fredericksburg; and

WHEREAS, Spotsylvania County was recognized as “Outstanding Race City” during the National Soap Box Derby Championships in Akron, Ohio in 2018 and 2019; and

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors, this 10th day of March 2020, publicly recognizes the Rappahannock Regional Soap Box Derby and, on behalf of its members and the residents of Spotsylvania, offers appreciation for its service and dedication to the County and expresses its pride and admiration for its excellence and achievements.

PUBLIC COMMENT ON CONSENT AGENDA

None

APPROVAL OF THE CONSENT AGENDA

The County Administrator read the synopsis as a brief preview of these agenda items for the public.
On a motion by Mr. Marshall and passed unanimously, the Board approved the Consent Agenda as follows:

**VOTE:**

Ayes: 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski

Nays: 0

Absent: 0

Abstain: 0

1. Approval of the Minutes of the February 18, 2020 Board of Supervisors Meeting;
2. Acceptance, Budget Adjustment, Appropriation, and Authorized Organizational Representatives for the Federal Fiscal Year (FFY) 2019 State Homeland Security Program Grant Award for the Swift Water Rescue Team as follows:

**VOTE:**

Ayes: 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski

Nays: 0

Absent: 0

Abstain: 0

**RESOLUTION NO. 2020-28**

Approving Acceptance, Appropriation, and Authorized Organizational Representatives for the FFY 2019 State Homeland Security Program Grant for the Department of Fire, Rescue, and Emergency Management’s Swift Water Rescue Team

WHEREAS, recent and increased flooding across the Commonwealth directly correlates to an increased need for properly equipped and trained swift water and flood rescue teams in order to protect life and property; and

WHEREAS, the Virginia Department of Emergency Management announced that a noncompetitive sub award of federal funds from the State Homeland Security Program (SHSP) in the amount of $76,000 would be awarded to the Department of Fire, Rescue, and Emergency Management (FREM) for the Swift Water Rescue Team (SWRT); and

WHEREAS, the SWRT proposes to utilize these federal funds for the training, equipment, and operational supplies to increase the knowledge and capabilities of the SWRT; and

WHEREAS, there is no local match requirement; and

WHEREAS, it is anticipated that there will be ongoing costs to the County for insurance, maintenance, and replacement of the equipment and supplies over time; and

WHEREAS, the period of performance ends June 30, 2021; and
WHEREAS, by accepting the agreement, the Spotsylvania County SWRT will become part of a statewide swift water and flood rescue program that will provide these capabilities as part of a Memorandum of Understanding (MOU) established with the state; and

WHEREAS, as part of the MOU, equipment and training levels will be monitored by the state to ensure the team meets standards described in the MOU; and

WHEREAS, deployments during states of emergency as part of the statewide swift water and flood rescue program will be reimbursed through State and/or FEMA funding mechanisms.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the FFY 2019 SHSP Grant for FREM’s SWRT is approved; and

BE IT FURTHER RESOLVED that the following individuals are designated as authorized organizational representatives, any of whom may act in the execution and administration of the grant award agreement:

- Edward Petrovitch, County Administrator, or
- Mark Cole, Deputy County Administrator, or
- Bonnie Jewell, Assistant County Administrator for Finance and Services, or
- Jay Cullinan, Chief, or
- Jason Irby, Deputy Fire Chief, or
- Annette D’Alessandro, Grants Manager.

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of $76,000 is accepted and that the General Fund budget is hereby amended to reflect the increase in funds associated with the grant award for training, equipment, and operational supplies for the SWRT.

GENERAL FUND: $ 76,000

3. Approval of Two (2) Contract Modifications for Renewal to Provide Facility Improvement, Maintenance & Repairs;
4. Grant Application Request and Authorized Organizational Representatives for the FFY 2019 Assistance to Firefighters Grant Program as follows:

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski

Nays: 0

Absent: 0

Abstain: 0
RESOLUTION NO. 2020-29

Approving Grant Application Request and Designation of Authorized Organizational Representatives in the Submission of the FFY 2019 Assistance to Firefighters Grant Application

WHEREAS, the Department of Homeland Security’s Assistance to Firefighters Grant Program provides financial assistance to enhance the safety of the public and firefighters regarding fire and fire-related hazards; and

WHEREAS, the Spotsylvania County Department of Fire, Rescue, and Emergency Management wishes to submit a grant application in order to purchase 34 thermal imaging cameras and associated equipment; and

WHEREAS, the thermal imaging cameras will expand the Department of Fire, Rescue, and Emergency Management’s capability by ensuring all fire apparatus have a camera for size up, locating fires, and search and rescue at the scene of house fires; and

WHEREAS, the thermal imaging cameras will comply with the National Fire Protection Association 1801 guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the grant application request is approved and has the support of the Board of Supervisors; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the submission and administration of the grant application: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator for Finance and Services; Jay Cullinan, Fire Chief; and Annette D’Alessandro, Grants Manager.

5. Reappointment of Xavier Richardson to the Central Rappahannock Regional Library Board of Trustees.
6. Fredericksburg Regional Alliance Local Match Grant Funding for $3000 for Legal Assistance to Establish a Regional Industrial Facility Agreement.

PUBLIC PRESENTATIONS

Bob Denecke spoke regarding the soap box derby.

Cassandra Rice spoke regarding the increase in tax assessments and the inability for good comparisons.
Marvin Kenan spoke regarding the lack of student population growth compared to the increased staffing and funding requests of the schools. He also spoke regarding Supervisors disclosures saying he felt being an employee of the system represented a clear conflict of interest that should prevent them from holding office.

Janet Gaumer spoke regarding the low tax burden of adult communities and their need for tax relief.

**BOARD OF SUPERVISORS REPORTS**

During this time, Supervisors reported on items of interest and/or concern within their districts.

Mr. Yakabouski asked staff to provide the following information:
- the percentage of residents who would be paying more at the equalized tax rate
- the motions made by School Board members to reduce the budget, including the items that were suggested to be removed

Mr. Skinner asked staff to poll surrounding counties to see how seniors were taxed.

**PRESENTATIONS/REPORTS BY STAFF**

Fredericksburg Area Builders Association (FABA) – NAHB Student Chapters Presentation

Emily Hall, Career Development Counselor, Spotsylvania County Schools gave a brief presentation on the NAHB student chapters to include their mission, objectives and benefits.

Tax Relief and Assessment Presentation

Debbie Williams, The Commissioner of Revenue gave an in-depth presentation regarding tax relief and real estate assessments to include legal and local requirements as well as how to receive assistance.

Proposed Changes to the Tuition Reimbursement Policy Chapter 14

Due to the increase in the number of County Government employees, staff found that more individuals were taking advantage of the County’s tuition reimbursement benefit. In fiscal year FY20 tuition reimbursement funds would be exhausted prior to the end of the fiscal year.

Staff proposed changes be made to the Tuition Reimbursement Policy (Chapter 14) to prolong the account balance availability and to allow more employees access to this benefit throughout the entire fiscal year.
Mr. Ross asked staff to provide how many employees exceeded the $5250 limit this year and where they were at in their careers with the county.

Budget Work Session/CIP

Mr. Marshall read the following statement:

I hereby disclose I have an interest in the budget transaction as an employee of Spotsylvania County earning over $5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

Mrs. Frazier read the following statement:

I hereby disclose I have an interest in the budget transaction as an employee of Spotsylvania County Schools earning over $5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

Staff provided updates to the budget pertaining to necessary changes and an initial presentation related to the CIP.

PUBLIC PRESENTATIONS

None

CLOSED MEETING

On a motion by Mr. Marshall and passed unanimously, the Board adopted a resolution to adjourn into closed meeting as follows:

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

RESOLUTION NO. 2020–30

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into Closed Meeting for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting
would adversely affect the bargaining position or negotiating strategy of the public body; specifically, discussion of real property in the Berkeley District; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into Closed Meeting for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, specifically, a recreational and entertainment business; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, land use matters; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for discussion of plans to protect public safety as it relates to terrorist activity or specific cybersecurity threats or vulnerabilities and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such matters or a related threat to public safety; discussion of information subject to the exclusion in subdivision 2 or 14 of § 2.2-3705.2, where discussion in an open meeting would jeopardize the safety of any person or the security of any facility, building, structure, information technology system, or software program; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure, specifically, cyber security; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for a discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, specifically, a software contract; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(3), (5), (7), (8), (19), and (29), such discussions may occur in Closed Meeting.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby authorize discussion of the aforesaided matters.

RETURN TO OPEN MEETING AND CERTIFICATION

On a roll call vote, the Board returned to open meeting and adopted the following resolution:
VOTE:

Ayes:  7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays:  0
Absent: 0
Abstain: 0

RESOLUTION NO. 2020-31

Return to Open Meeting

WHEREAS, the Spotsylvania County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 (D) of the Code of Virginia requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors hereby returns to open session and certifies, by roll call vote, that to the best of each member’s knowledge only public business matters lawfully exempted from the open meeting requirements of the Freedom of Information Act and identified in the motion to go into Closed Meeting were heard, discussed or considered in the Closed Meeting.

NEW BUSINESS

None

ADJOURNMENT

On a motion by Mr. Yakabouski and passed unanimously, the Board adjourned its meeting at 9:48 p.m.

VOTE:

Ayes:  7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays:  0
Absent: 0
Abstain: 0

________________________________
Aimee R. Mann
Deputy Clerk to the Board of Supervisors
Spotsylvania County, Virginia  
Board of Supervisors Special Meeting, March 17, 2020, Minutes

PRESENT:   Deborah H. Frazier, Salem District  
Barry K. Jett, Livingston District  
Kevin W. Marshall, Berkeley District  
Timothy J. McLaughlin, Chancellor District  
David Ross, Courtland District  
Gary F. Skinner, Lee Hill District  
Chris Yakabouski, Battlefield District  

STAFF PRESENT:  Ed Petrovitch, County Administrator  
Mark L. Cole, Deputy County Administrator  
Karl Holsten, County Attorney  
Aimee R. Mann, Deputy Clerk  

Mr. Skinner called the special meeting to order at 6:00 p.m.  Mr. Marshall led the Pledge of Allegiance and Ms. Frazier gave the invocation.

APPROVAL OF AGENDA  

On a motion by Mr. Yakabouski and passed unanimously, the Board approved the agenda as presented.

VOTE:  
Ayes: 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin,  
Mr. Ross, Mr. Skinner, and Mr. Yakabouski  
Nays: 0  
Absent: 0  
Abstain: 0  

PRESELECTIONS/REPORTS BY OTHERS  

Declaration of Local Emergency  

On a motion by Mr. Yakabouksi and passed unanimously, the Board adopted the resolution as follows:

VOTE:  
Ayes: 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin,  
Mr. Ross, Mr. Skinner, and Mr. Yakabouski  
Nays: 0  
Absent: 0  
Abstain: 0  

RESOLUTION NO. 2020-32

DECLARATION OF A LOCAL EMERGENCY

WHEREAS in December 2019, a novel coronavirus, now designated COVID-19, was detected in China. Since that time, the disease has spread to more than 100 locations worldwide, including the United States, and multiple positive cases have emerged in Virginia; and

WHEREAS the World Health Organization has declared COVID-19 a “public health emergency of international concern,” and on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency; and

WHEREAS Virginia Governor Ralph Northam declared a state of emergency in the Commonwealth of Virginia in response to the continued spread of COVID-19 on March 12, 2020; and

WHEREAS symptoms from COVID-19 include fever, cough, and shortness of breath, and can be severe, particularly for elderly populations and those who are at risk due to preexisting conditions; and

WHEREAS the presence of COVID-19 in the region constitutes an increased threat to public health that has potential to be of sufficient severity and magnitude to warrant a timely coordinated response to mitigate the spread of the disease.

NOW THEREFORE the Spotsylvania County Board of Supervisors does hereby RESOLVE and DECLARE that a state of emergency exists in Spotsylvania County, Virginia, effective March 1, 2020, and does hereby invoke, declare, and avail itself of, in full force and effect in Spotsylvania, Virginia, all applicable laws and statutes of the Commonwealth of Virginia and the authority granted therein for the exercise of all available emergency authority for the protection of health and safety of the persons and property of Spotsylvania County, Virginia including, but not limited to, the authority of the director of emergency management, and those acting in his absence, set out in Virginia Code § 44-146.13, et seq.

This local emergency is declared pursuant to the “Commonwealth of Virginia Emergency Services and Disaster Law of 2000,” Virginia Code § 44-146.13, et seq.

All public officials and employees of Spotsylvania County, Virginia are hereby directed to exercise the utmost diligence in discharge of the duties required of them for the duration of the emergency and in the execution of emergency laws, regulations, and directives, state and local.

All citizens are called upon and directed to comply with emergency measures, to cooperate with the County of Spotsylvania’s director of emergency management in the execution of emergency operational plans, and to comply with the lawful directions of properly identified public officials.
Suspension of Bylaws to Modify the Conduct of Future Meetings During Local Emergency

Staff recommended the suspension of the Board of Supervisor Bylaws to allow the cancellation or rescheduling to future Board meetings in light of state of emergency guidelines.

On a motion by Mr. Yakabouksi and passed unanimously, the Board suspended the Bylaws to Modify the Conduct of Future Meetings During Local Emergency.

VOTE:

Ayes: 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

Cancellation of Future Regularly Scheduled Meetings

On a motion by Mr. Skinner and passed unanimously, the Board cancelled the March 24, 2020 Board of Supervisors meeting.

VOTE:

Ayes: 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

Modification of Employee Leave Policy

The Board was made aware that staff would be making allowances for temporary deviations to the leave policy to allow employees to better be in a position to care for their families, to take care of their own health and also for the health and well-being of our county employees during this emergency.

Discussion of Impact of Local Emergency on County Budget

Mr. Marshall read the following statement:

I hereby disclose I have an interest in the budget transaction as an employee of Spotsylvania County earning over $5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.
Mrs. Frazier read the following statement:

I hereby disclose I have an interest in the budget transaction as an employee of Spotsylvania County Schools earning over $5,000 annually. My disclosure is on file with the clerk and is available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

Staff reported to the Board on the actions being taken to minimize the negative impact of the current emergency situation on the County's FY 2020 Budget.

On a motion by Mr. Ross and passed unanimously, the Board froze discretionary spending for 60 days.

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski

Nays: 0
Absents: 0
Abstain: 0

Discussion of Other Matters Related to the Declaration of Local Emergency and Responses thereto

The Board discussed other county department and operations that may be impacted by the current state of emergency. By unanimous consent, the Board directed the closure of all community centers to the public.

On a motion by Mr. McLaughlin and passed unanimously, the Board gave County Administration the authority to accept grants not requiring a local match in the event that future Board meetings were cancelled and staff was unable to bring the applications to the Board for approval.

VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski

Nays: 0
Absents: 0
Abstain: 0

Other Necessary Actions to Address the Local Emergency

None
CLOSED MEETING

On a motion by Mr. Marshall and passed unanimously, the Board adopted a resolution to adjourn into closed meeting as follows:

VOTE:

Ayes:  7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays:  0
Absent:  0
Abstain:  0

RESOLUTION NO. 2020–33

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, specifically the matter of The Board of Supervisors of the County of Orange, Virginia v. Sustainable Property Holdings, LLC, et al., Orange County Circuit Court, Case No. CL2000275-00; and for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically land use matters; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(7) and (8), such discussions may occur in Closed Meeting.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby authorize discussion of the aforestated matters.

RETURN TO OPEN MEETING AND CERTIFICATION

On a roll call vote, the Board returned to open meeting and adopted the following resolution:

VOTE:

Ayes:  7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays:  0
Absent:  0
Abstain:  0

RESOLUTION NO. 2020-34

Return to Open Meeting
WHEREAS, the Spotsylvania County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 (D) of the Code of Virginia requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors hereby returns to open session and certifies, by roll call vote, that to the best of each member’s knowledge only public business matters lawfully exempted from the open meeting requirements of the Freedom of Information Act and identified in the motion to go into Closed Meeting were heard, discussed or considered in the Closed Meeting.

Due to the cancellation of the next Board meeting, the following item was added to the agenda on a motion by Mr. Ross and passed unanimously:

- Approval of a contract amendment #1 to Central Square for a Public Safety System.

VOTE:

Ayes: 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

On a motion by Mr. Ross and passed unanimously, the Board approved the contract to Central Square for a public safety system as presented.

VOTE:

Ayes: 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

NEW BUSINESS
None

ADJOURNMENT

On a motion by Mr. Ross and passed unanimously, the Board adjourned its meeting at 7:13 p.m.
VOTE:

Ayes: 7 Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
Nays: 0
Absent: 0
Abstain: 0

Aimee R. Mann
Deputy Clerk to the Board of Supervisors
Mr. Skinner called the meeting to order at 6:30 p.m. Mr. Skinner led the Pledge of Allegiance and Mr. Marshall gave the invocation.

**APPROVAL OF AGENDA**

On a motion by Mr. Yakabouski and passed unanimously, the Board approved the agenda with the following addition:

- Approve Resolution to Extend the Business License Tax Return Filing and Payment Dates

  **VOTE:**

<table>
<thead>
<tr>
<th>Ayes</th>
<th>Nays</th>
<th>Absent</th>
<th>Abstain</th>
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<tbody>
<tr>
<td>7</td>
<td>0</td>
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</tbody>
</table>

  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski

Approve Resolution to Extend the Business License Tax Return Filing and Payment Dates

On a motion by Mr. Marshall and passed unanimously, the Board adopted the resolution as follows:

  **VOTE:**

<table>
<thead>
<tr>
<th>Ayes</th>
<th>Nays</th>
<th>Absent</th>
<th>Abstain</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>0</td>
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<td>0</td>
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</tbody>
</table>

  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
RESOLUTION NO. 2020-35

RESOLUTION EXTENDING THE RETURN DATE AND PAYMENT OF BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE TAX IN THE COUNTY

WHEREAS in December 2019, a novel coronavirus, now designated COVID-19, was detected in China. Since that time, the disease has spread to more than 100 locations worldwide, including the United States, and multiple positive cases have emerged in Virginia; and

WHEREAS the World Health Organization has declared COVID-19 a “public health emergency of international concern,” and on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency; and

WHEREAS Virginia Governor Ralph Northam declared a state of emergency in the Commonwealth of Virginia in response to the continued spread of COVID-19 on March 12, 2020; and

WHEREAS at a special meeting on March 17, 2020, the Board of Supervisors of Spotsylvania County declared a local emergency with an effective date of March 1, 2020 in response to the continued spread of COVID-19; and

WHEREAS on March 23, 2020 Virginia Governor Ralph Northam in response to the continuing emergency signed Executive Order Number Fifty-Three (2020) in which the Governor prohibited all public and private gatherings of 10 or more individuals, cancelled the remainder of the 2019-2020 school year for public and private schools, closed all dining and congregation areas in restaurants, dining establishments, food courts, breweries, microbreweries, distilleries, wineries, tasting rooms, and farmers markets through April 23, 2020 while still allowing for delivery and take-out services, closed public access to certain recreational and entertainment businesses until April 23, 2020 while allowing certain retail businesses to remain open; and

WHEREAS the effect of the Executive Order Number Fifty-Three (2020) has resulted in a hardship placed upon many local businesses in Spotsylvania County which, in many cases, will result in a severe downturn in revenue and a corresponding effect on the ability of many local businesses to retain employees; and

WHEREAS the Board of Supervisors of Spotsylvania County is authorized under Virginia Code § 58.1-3916, whenever good cause exists, to provide by resolution for reasonable extensions of time, not to exceed 90 days, for the payment of, and filing of returns for, certain local taxes, including, but not limited to, the business, professional, and occupational license tax.

NOW THEREFORE the Board of Supervisors of Spotsylvania County does hereby find that good cause exists pursuant to the information set forth in the recitals above and further hereby RESOLVES that the due date for filing returns of the business, professional, and occupational license tax is hereby extended from March 15, 2020 to April 15, 2020 and the due date for payment of the business, professional, and occupational license tax is hereby extended
from April 15, 2020 to June 5, 2020, and that all other future return due dates and future payment
due dates of the business, professional, and occupational license tax are not extended by this
resolution and shall remain the same as set out by law unless extended by a future act of the
Board of Supervisors or assessing official as allowed by law.

**BUDGET PUBLIC HEARING**

Mr. Marshall read the following statement:

I hereby disclose I have an interest in the budget transaction as an employee of Spotsylvania
County earning over $5,000 annually. My disclosure is on file with the clerk and is available to
the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as
required by law.

Mrs. Frazier read the following statement:

I hereby disclose I have an interest in the budget transaction as an employee of Spotsylvania
County Schools earning over $5,000 annually. My disclosure is on file with the clerk and is
available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this
meeting as required by law.

Mr. Skinner opened the budget public hearing:

Staff read comments submitted by the public.

The following individuals gave an overview of Regional Agency programs and funding requests:

Roy Burnett, Rebuilding Together – Fredericksburg
Elizabeth Borst – Virginia Community Food Connections
Katerina Vollten, Legal Aid Works
Teresa Bowers, Mental Health America of Fredericksburg

The following citizens spoke in support of the proposed School Board budget: Anthony Lofaro,
Angela Miniter, Sandra Barnstead, Carroll Ann Lewter, Christina Hensen, Clarence Collins,
Shawna Ashton, Megan Hudson, Lisa Ehmer, Terri Desmarais, Katie Earnhart, Jen Costa and
Dawn Napper.

The following citizens spoke in opposition of a tax increase: Elizabeth Smith, Janice Smith,
Charles Riley, Dale Swanson, Karl Karch, Marvin Kenan, Dave Van Allen, John Gustafson,
Marty Westphal, Robert Sheffield, Carol Beachboard, John Allison, Ray Carr, Janet Gaumer,
John Vergeres and John Kirlin.
The following citizens spoke in support of the advertised tax rate: Alina Kuzel, Cathy Lowery and Christie Trotta.

The following citizen spoke in support of compensation for public safety: Robert Morrison.

Mr. Skinner closed the public hearing.

**TAX RATE PUBLIC HEARING**

Mr. Skinner opened the tax rate public hearing and when no one indicated an intention to speak, closed the public hearing.

**CIP PUBLIC HEARING**

Mr. Skinner opened the tax rate public hearing and when no one indicated an intention to speak, closed the public hearing.

**ADJOURNMENT**

On a motion by Mr. Yakabouski and passed unanimously, the Board adjourned its meeting at 7:38 p.m.

**VOTE:**

- **Ayes:** 7  Mrs. Frazier, Mr. Jett, Mr. Marshall, Mr. McLaughlin, Mr. Ross, Mr. Skinner, and Mr. Yakabouski
- **Nays:** 0
- **Absent:** 0
- **Abstain:** 0

Aimee R. Mann
Deputy Clerk to the Board of Supervisors
Meeting Date: April 14, 2020

Title: Acceptance, Budget Adjustment, Appropriation, and Authorized Organizational Representatives for the FFY 2019 Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program

Type: Action, Resolution

Agenda Title: Acceptance, Budget Adjustment, Appropriation, and Authorized Organizational Representatives for the FFY 2019 Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program

Recommendation: The Sheriff and staff recommend that the Board of Supervisors accepts the attached award, budget adjustment, and resolution for the appropriation and authorized organizational representatives for the Federal Fiscal Year (FFY) 2019 Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program.

On February 12, 2020, the Department of Justice approved an award of $150,000 for the Sheriff’s Office to enhance their Project Lifesaver program. There is no local match requirement and, if accepted, the award will be available through November 30, 2022.

Project Lifesaver is a program established to assist with locating wandering persons with Alzheimer’s and other developmental disabilities, such as Down’s syndrome and Autism, in which individuals have a propensity to wander. The program relies on pulse-carrier wave radio frequencies, which are assigned by the FCC for medical purposes, complimented by a specially trained search-and-rescue team. Clients wear a personalized bracelet that emits a constant tracking signal. Each wristband has a unique radio frequency enabling the Project Lifesaver search team to
positively locate and identify a missing person. Recovery time is cut from days to minutes. Currently, the Sheriff’s Office has 12 receiving devices and 30 specially trained Project Lifesaver personnel with 133 clients enrolled in the program. The program has proven to be reliable, practical, and affordable. In the last nine years, this technology has been used to locate eight individuals enrolled in the program with rescue times ranging from three to 38 minutes with an average rescue time of approximately 15 minutes.

The grant funds will enable the Sheriff’s Office to train personnel, upgrade the technology that is currently being utilized for the Project Lifesaver program, and to increase the number of participants that are enrolled in the program. The grant award provides for:

- Travel to attend annual Project Lifesaver conferences for three years and to attend one mandatory grant conference ($2,808),
- Replacement and additional wrist bands and solar powered transmitters to replace the current battery operated transmitters which will reduce staff time in coordinating and replacing batteries every 60 days on the transmitters for existing enrollees ($86,517),
- Replacement and additional receivers that work with the solar powered transmitters as the current receivers will not work with the new solar technology ($52,245),
- Training and licensing for two current Project Lifesaver staff to become drone operators as the drones are capable of having a receiver mounted on them ($430), and
- Public outreach materials to inform the community of the program and to increase the number of participants in the program ($8,000).

Grant funds cannot supplant local funds. It is anticipated that there will be future costs to purchase replacement and additional wristbands, solar powered transmitters, and receivers. However, the Sheriff’s Office believes that these future costs will be covered through the annual amount of funding that is currently received for the program through the adoption of the County’s budget and community donations.

Financial Impact:

Please see attached budget amendment

Staff Contacts:

Major Carter Wells, Sheriff’s Office
Captain Charles Carey, Sheriff’s Office
Annette D’Alessandro, Finance
Legal Counsel: Jessica DesNoyer, County Attorneys Office

Additional Background/Other Considerations: N/A

Consequence of Denial/Inaction: If the request to accept and appropriate the funds is denied, the Sheriff’s Office will forego the opportunity to utilize federal funds to improve and expand the Project Lifesaver program.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>SH20PL_-_Budget_Adjustment.docx</td>
<td>Budget Adjustment</td>
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<tr>
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<tr>
<td>Award_Documents_for_SH20PL_-_Unsigned.pdf</td>
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</tr>
</tbody>
</table>
FY 2020 Budget Amendment Request Form

Date: March 16, 2020
Department: Sheriff’s Office
Contact person: Roger L. Harris, Sheriff
Phone #: 540-507-7160

Explanation of need for budget amendment: On February 12, 2020, the Department of Justice approved an award of $150,000 for the Sheriff’s Office to enhance their Project Lifesaver program. There is no local match requirement and, if accepted, the award will be available through November 30, 2022. The grant funds will enable the Sheriff’s Office to train personnel, upgrade the technology that is currently being utilized for the Project Lifesaver program and to increase the number of participants that are enrolled in the program. The grant award provides for:

- Travel to attend annual Project Lifesaver conferences for three years and to attend one mandatory grant conference ($2,808),
- Replacement and additional wrist bands and solar powered transmitters to replace the current battery operated transmitters which will reduce staff time in coordinating and replacing batteries every 60 days on the transmitters for existing enrollees ($86,517),
- Replacement and additional receivers that work with the solar powered transmitters as the current receivers will not work with the new solar technology ($52,245),
- Training and licensing for two current Project Lifesaver staff to become drone operators as the drones are capable of having a receiver mounted on them ($430), and
- Public outreach materials to inform the community of the program and to increase the number of participants in the program ($8,000).

Grant funds cannot supplant local funds. It is anticipated that there will be future costs to purchase replacement and additional wristbands, solar powered transmitters, and receivers. However, the Sheriff’s Office believes that these future costs will be covered through the annual amount of funding that is currently received for the program through the adoption of the County’s budget and community donations.

Reminder: Agenda item summary must be attached if BOS approval is required.

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<thead>
<tr>
<th>Revenue Accounts Adjusted</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Acct # 110-0000-333.01-08 SH20PL Public Safety / Federal Grants Funds</td>
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<tr>
<td>Acct # 310-0000-333.01-08 SH20PL Public Safety/Federal Grant Funds</td>
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<tr>
<td>Total Revenue Adjustment</td>
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<table>
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<th>Expenditure Accounts Adjusted</th>
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</thead>
<tbody>
<tr>
<td>Acct # 110-3160-421.55-30 SH20PL Travel / Subsistence &amp; Lodging</td>
<td>$2,808</td>
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<tr>
<td>Acct # 110-3160-421.55-40 SH20PL Travel / Education &amp; Training</td>
<td>$430</td>
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<tr>
<td>Acct # 110-3160-421.36-01 SH20PL Advertising / Advertising</td>
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<tr>
<td>Acct # 110-3160-421.60-10 SH20PL Materials &amp; Supplies / Police Operating</td>
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<tr>
<td>Acct # 310-9120-803-80-01 SH20PL Capital/Transmitters &amp; Receivers</td>
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<tr>
<td>Total Expenditure Adjustment</td>
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Spotsylvania County Board of Supervisors Agenda, April 14, 2020, Acceptance, Budget Adjustment, Appropriation, and Authorized Organizational Representatives for the FFY 2019 Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program
Note: If amendment is between expenditure accounts only, net impact must be zero.

<table>
<thead>
<tr>
<th>Position FTE Change</th>
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<tbody>
<tr>
<td>Position Title</td>
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</table>

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Recommendations

Budget: ___X__ recommended ______ not-recommended
Explanation if not recommended:
________________________________________________________

County Admin: ___X__ recommended ______ not-recommended
Explanation if not recommended:
________________________________________________________

Finance Committee: ___ recommended ______ not-recommended
Explanation if not recommended: This item was not presented to the Finance Committee.
At a meeting of the Spotsylvania County Board of Supervisors held on April 14, 2020, on a motion by ____________ and passed _______ to ___________, the Board adopted the following resolution:

**RESOLUTION NO. 2020-**

Approving Acceptance, Appropriation, and Authorized Organizational Representatives for the FFY 2019 Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program for the Sheriff’s Office

**WHEREAS,** the County has received a grant award in the amount of $150,000 from the Department of Justice for enhancement of the Sheriff’s Office Project Lifesaver program; and

**WHEREAS,** this program supports local jurisdictions’ efforts to reduce the number of deaths and injuries of individuals with forms of dementia, such as Alzheimer’s Disease, or developmental disabilities, such as autism, who due to their condition wander from safe environments; and

**WHEREAS,** the program provides funding to law enforcement and public safety agencies to implement locative technologies to track missing individuals; and to such agencies and partnering nonprofit organizations to develop or operate programs to prevent wandering, increase individuals’ safety, and facilitate rescues; and

**WHEREAS,** the Sheriff’s Office currently operates a Project Lifesaver Program which is a program established to assist with locating wandering persons with Alzheimer’s and other Related Mental Dysfunction Disorders, including Down’s syndrome and Autism; and

**WHEREAS,** if accepted, the grant funds awarded would be utilized for travel, training, equipment, and supplies to improve the technology that is used for the program and to increase the number of participants that are enrolled in Project Lifesaver; and

**WHEREAS,** if accepted, the grant would be available for three years; and

**WHEREAS,** grant funds cannot supplant local funds; and

**WHEREAS,** there is no local match requirement; and

**WHEREAS,** it is anticipated that there will be future costs to purchase replacement and additional wristbands, solar powered transmitters, and receivers; and
WHEREAS, the Sheriff’s Office believes that these future costs will be covered through the annual amount of funding that is currently received for the program through the adoption of the County’s budget and community donations.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors that the grant award between Spotsylvania County and the Department of Justice is approved; and

BE IT FURTHER RESOLVED, that the following individuals are designated as authorized organizational representatives for the submission and processing of this specific grant application:

- Edward Petrovitch, County Administrator, or
- Mark Cole, Deputy County Administrator, or
- Bonnie Jewell, Assistant County Administrator/Chief Financial Officer, or
- Annette D’Alessandro, Grants Manager.

BE IT FURTHER RESOLVED, by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2019, for expenditures in the amount of $150,000 to be utilized only for travel, training, equipment, and supplies, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: $12,755

CAPITAL PROJECTS FUND: $137,245

(SEAL)   A COPY TESTE: ________________________________

Aimee R. Mann
Deputy Clerk to the Board of Supervisors
February 12, 2020

Mr. Ed Petrovich
Spotsylvania County
9104 Courthouse Rd.
Spotsylvania, VA 22553-1902

Dear Mr. Petrovich:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Spotsylvania County for an award under the OJP funding opportunity entitled "Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities-Tracking Technology." The approved award amount is $150,000. These funds are for the project entitled Project Lifesaver.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Spotsylvania County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Antonio Tovar, Program Manager at (202) 616-8241; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.
February 12, 2020

Mr. Ed Petrovich  
Spotsylvania County  
9104 Courthouse Rd.  
Spotsylvania, VA 22553-1902  

Dear Mr. Petrovich:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst
RECIPIENT NAME AND ADDRESS (Including Zip Code):
Spotsylvania County
9104 Courthouse Rd.
Spotsylvania, VA 22553-1902

AWARD NUMBER: 2020-J1-BX-0003

PROJECT PERIOD: FROM 12/01/2019 TO 11/30/2022
BUDGET PERIOD: FROM 12/01/2019 TO 11/30/2022

AWARD DATE 02/12/2020

PROJECT TITLE
Project Lifesaver

AMOUNT OF THIS AWARD $150,000
TOTAL AWARD $150,000

GRAantee IRS/VENDOR NO.
541660022

GRAantee DUNS NO.
081062945

PROJECT NUMBER
00

PREVIOUS AWARD AMOUNT $0

SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

STATUTORY AUTHORITY FOR GRANT
This project is supported under FY19(BJA - Missing Americans) 34 U.S.C. 12621

CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.015 - Missing Alzheimer's Disease Patient Assistance Program

METHOD OF PAYMENT
GPRS

AGENCY APPROVAL

AGENCY USE ONLY

ACCOUNTING CLASSIFICATION CODES
FISCAL YEAR CODE ACT. OFC. DIV. SUB. POMS AMOUNT
X B J1 80 00 00 150000

SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL
Ed Petrovich
County Administrator

AGENCY USE ONLY

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.
SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider “OJP financial management and grant administration training” for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or...
SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.
SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "managed and administered in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.
SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by -- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

   a. it represents that--

      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
**SPECIAL CONDITIONS**

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

   The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

   The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

   Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

   Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

   If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-J1-BX-0003 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office for Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
SPECIAL CONDITIONS

33. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

34. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

35. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
SPECIAL CONDITIONS

38. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

39. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

41. Within 90 days of this award, the recipient shall submit to the Office of Justice Programs a finalized Memorandum of Understanding (MOU) that reflects the goals and objectives of the project and lists the identities, roles, and contributions of the participating agencies. The MOU must be signed by the Chief Executive Officer of each collaborating agency. The grantee also agrees to notify the Bureau of Justice Assistance of any change in the status or duties of the collaborating agency partners or individuals.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
SPECIAL CONDITIONS

44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Spotsylvania County

None of the following activities will be conducted whether under the Office of Justice Programs Federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion.
**1. STAFF CONTACT (Name & telephone number)**
Antonio Tovar  
(202) 616-1710

**2. PROJECT DIRECTOR (Name, address & telephone number)**
Annette D'Alessandro  
Grants Manager  
9104 Courthouse Rd  
P.O. Box 99  
Spotsylvania, VA 22553-1902  
(540) 507-7595

**3a. TITLE OF THE PROGRAM**
Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities - Tracking Technology

**3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)**

**4. TITLE OF PROJECT**
Project Lifesaver

**5. NAME & ADDRESS OF GRANTEE**
Spotsylvania County  
9104 Courthouse Rd.  
Spotsylvania, VA 22553-1902

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**
FROM: 12/01/2019  
TO: 11/30/2022

**8. BUDGET PERIOD**
FROM: 12/01/2019  
TO: 11/30/2022

**9. AMOUNT OF AWARD**
$150,000

**10. DATE OF AWARD**
02/12/2020

**11. SECOND YEAR’S BUDGET**

**12. SECOND YEAR’S BUDGET AMOUNT**

**13. THIRD YEAR’S BUDGET PERIOD**

**14. THIRD YEAR’S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**
The Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program supports local jurisdictions’ efforts to reduce the number of deaths and injuries of individuals with forms of dementia, such as Alzheimer’s Disease, or developmental disabilities, such as autism, who due to their condition wander from safe environments. It provides funding to law enforcement and public safety agencies to implement locative technologies to track missing individuals; and to such agencies and partnering nonprofit organizations to develop or operate programs to prevent wandering, increase individuals’ safety, and facilitate rescues. CA/NCF.
Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date: April 14, 2020
Title: Appointment of David Sedlak to the Board of Building Code Appeals (Courtland District)
Type: Action
Agenda Title: Appointment of David Sedlak to the Board of Building Code Appeals (Courtland District)
Recommendation: Mr. Ross recommends the Board of Supervisors appoint David Sedlak to the Board of Building Code Appeals representing the Courtland District. The term will commence immediately and expire December 31, 2023 with the appointing Board members term.
Non-Staff Name and Title of Presenters: N/A
Summary: Mr. Ross would like to appoint David Sedlak to the Board of Building Code Appeals representing the Courtland District. The term will commence immediately and expire December 31, 2023.
Staff Contacts: Niki Woodard, Assistant to County Administration
Additional Background/Other Considerations: N/A
Consequence of Denial/Inaction: The Courtland position will remain vacant.
Talking Points: N/A

**ATTACHMENTS:**

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<tr>
<th>File Name</th>
<th>Description</th>
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<tbody>
<tr>
<td>David__Sedlak_Resume.pdf</td>
<td>Resume</td>
<td>Resume</td>
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</tbody>
</table>
DAVID SEDLAK
1511 Heatherstone Drive Fredericksburg, Va 22407
540 786 7506
dsedlak@builderschoiceva.com

Resident of Spotsylvania county for approximately 30 years
Business owner for approximately 20 years
Virginia Class A contractors license holder for approximately 16 years with concrete and building designations
Maryland contractors license holder for approximately 12 years

EXPERIENCE

2000 – PRESENT
OWNER, BUILDERS CHOICE EXCAVATING INC
Sales and construction of concrete, excavating and building projects for residential and commercial construction projects in Virginia and Maryland. Projects range in value to 3 million dollars.

2003 – PRESENT
OWNER, JDM CONSTRUCTION, LLC
Concrete pumping and building projects for residential and commercial construction

2007 – PRESENT
OWNER, BCC POOLS AND SPAS
Sales and construction of residential swimming pools and related structures

2016 – PRESENT
OWNER, DMS PROPERTIES, LLC
Property Management and development company. Includes land acquisition, rezoning, permitting and development.

1988 - 2000
OPERATIONS MANAGER, SILVAS CONSTRUCTION CORP.
Manage all construction, estimating and property development activities company wide.

1983 - 1986
PROJECT MANAGER, RYAN HOMES, INC
Project manager for residential construction. Projects include single family attached, single family detached, condominiums and apartment style homes.

EDUCATION

GRADUATED 1983
BACHELOR OF SCIENCE MANAGEMENT ENGINEERING, GROVE CITY COLLEGE
Meeting Date: April 14, 2020

Title: Approval of Contract to O’Brien & Gere Engineers, Inc. to Provide Professional Architectural and Engineering Services for Design of the Massaponax Wastewater Treatment Plant Expansion

Type: Action

Agenda Title: Approval of Contract to O’Brien & Gere Engineers, Inc. to Provide Professional Architectural and Engineering Services for Design of the Massaponax Wastewater Treatment Plant Expansion

Recommendation: Approve the award of a contract to O’Brien & Gere Engineers, Inc. to provide professional architectural and engineering services for the design of the Massaponax Wastewater Treatment Plant Expansion. The contract has been reviewed and approved as to form by the County Attorney’s Office.

Non-Staff Name and Title of Presenters: This contract is for design services that include a County only Massaponax Expansion and a combined City/County Expansion. The County will direct which option will be designed under this contract. Should the plant be expanded to include the City of Fredericksburg flows, the costs of this contract will be shared based on proportionate flows with the City.

Summary: A Request for Proposal (RFP) was issued by the Spotsylvania County Procurement Division to solicit proposals from qualified contractors to provide professional architectural and engineering services for the Massaponax Wastewater Treatment Plant Expansion Design. Two (2) proposals were received for this procurement. A Selection Committee reviewed the proposals, which resulted in an award to O’Brien & Gere Engineers, Inc. in the amount of $3,487,253.00.

Financial Impact: Adequate funding is budgeted and appropriated within project SR1804 for award of this contract for this purpose.
Staff Contacts:
Ben Loveday, Assistant County Administrator
Community Operations
Julia Monat, Deputy Director of Utilities/Public Works
Brad Quann, Procurement Manager

Legal Counsel:
Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations:
The Massaponax Wastewater Treatment Plant must be expanded to adequately treat flow from FMC Wastewater Treatment Plant and future County growth. The overall expanded capacity of the plant is dependent on the City/County consolidation and will be finalized in the design phase of the project.

Consequence of Denial/Inaction:
Failure to approve this contract to move forward with the design of the Massaponax Wastewater Treatment Plant expansion will result in a lack of treatment capacity for County wastewater. FMC Wastewater Treatment plant will not be able to be decommissioned and will require extensive and expensive upgrades to meet DEQ regulations. This contract must be approved to fulfill the Board of Supervisors mandated closure of FMC Wastewater Treatment Plant by 2025.

Talking Points:
This contract is for design services that include a County only Massaponax Expansion and a combined City/County Expansion. The County will direct which option will be designed under this contract. Should the plant be expanded to include the City of Fredericksburg flows, the costs of this contract will be shared based on proportionate flows with the City.

ATTACHMENTS:

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<tr>
<td>Project_Budget_Wrksht.pdf</td>
<td>Project Budget Worksheet - Massaponax WWTP Design</td>
<td>Backup Material</td>
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# SPOTSYLVANIA COUNTY

**Massaponax WWTP Improvements/Expansion**  
Project Budget Worksheet  
Project #: SR1804

<table>
<thead>
<tr>
<th></th>
<th>Current Budget (as of March 18, 2020)</th>
<th>Revisions (April 14, 2020)</th>
<th>Revised Balance (April 14, 2020)</th>
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<tbody>
<tr>
<td><strong>Project Costs:</strong></td>
<td></td>
<td></td>
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<tr>
<td>Design</td>
<td>$1,714,763</td>
<td>($1,714,763)</td>
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<tr>
<td>O'Brien &amp; Gere Engineers</td>
<td>$0</td>
<td>$3,487,253</td>
<td>$3,487,253</td>
</tr>
<tr>
<td>Construction</td>
<td>$3,685,570</td>
<td>($1,772,490)</td>
<td>$1,913,080</td>
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<tr>
<td><strong>Total Project Costs</strong></td>
<td><strong>$5,400,333</strong></td>
<td><strong>$0</strong></td>
<td><strong>$5,400,333</strong></td>
</tr>
</tbody>
</table>

| **Project Funding:**           |                                       |                             |                                  |
| Cash                           | $5,400,333                            | $0                          | $5,400,333                       |
| **Total Project Funding**      | **$5,400,333**                        | **$0**                      | **$5,400,333**                   |
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #20-04-TV

THIS AGREEMENT ("Agreement") is made this ___day of ____, 2020, by and between the BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and, O'BRIEN & GERE ENGINEERS, INC., a New York Corporation, ("CONTRACTOR"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

W I T N E S S:

WHEREAS, the COUNTY desires to obtain professional architectural and engineering services for the Massaponax Wastewater Treatment Plant Expansion Design for Spotsylvania County; and

WHEREAS, CONTRACTOR desires to provide professional architectural and engineering services for the Massaponax Wastewater Treatment Plant Expansion Design for Spotsylvania County.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the Contract Documents. These Contract Documents shall represent the entire agreement and understanding between the parties. Any oral or written understanding not incorporated in these Contract Documents is not binding on any of the parties. These Contract Documents shall be amended only by written instrument signed by the parties as approved. The Contract Documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of ambiguity. In the event of a conflict between the provisions of the Contract Documents, the provisions requiring the most exacting standard of performance shall prevail.
1.2. The Contract Documents consist of:

1. Spotsylvania County Contract Agreement for Professional Services, Contract #20-04-TV between COUNTY and CONTRACTOR; and

2. County of Spotsylvania Request for Proposal (RFP) #20-04-TV, Professional Architectural and Engineering Services – Massaponax Wastewater Treatment Plant Expansion Design, dated November 6, 2019; including Attachment A and Technical Memorandum No. 2: Design Loadings – Attachment 2-6: Proposed Process Flow Diagrams and Site Plans; and

3. Addendum #1 to Spotsylvania County RFP #20-04-TV for Massaponax Wastewater Treatment Plant Expansion Design, dated December 5, 2019; and

4. Email from Bill Meinert of O’Brien and Gere Engineers, Inc. to Toni Vaughan regarding final design & bidding assistance proposal, dated February 14, 2020 to include: task order proposal to Mr. Benjamin L. Loveday, cost proposal, and site expansion scenarios; and


1.3. It is the intent of the Contract Documents to describe a functionally complete service to be performed in strict accordance with the Contract Documents. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR without increase in the contract price or contract timelines whether or not specifically called for.

ARTICLE 2

THE WORK AND AGREEMENT TERM LIMITS:

2.1. CONTRACTOR shall provide Professional Architectural and Engineering Services
for the Massaponax Wastewater Treatment Plant Expansion Design, and perform these tasks as delineated in the Contract Documents. All management, necessary tools, equipment, materials, fuel, insurance, personnel, and supervision to provide the services as described herein is to be provided for Spotsylvania County. The work authorized by this Agreement shall be for Professional Architectural and Engineering Services for the Massaponax Wastewater Treatment Plant Expansion Design for Spotsylvania County and will show centralization of Massaponax, FMC, and City of Fredericksburg wastewater flows.

2.2. The CONTRACTOR shall provide architectural and engineering services for the expansion and upgrade of the Massaponax WWTP located at 10900 HCC Drive, Fredericksburg, VA 22408. The County is requesting these services to complete final design and provide complete project bid documents including drawings and specifications.

All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including the County Standards, EPA (Environmental Protection Agency), Virginia Department of Environmental Quality, Virginia Department of Health, VOSHA (Virginia Occupational Safety and Health Agency) and OSHA (Occupational Safety and Health Agency) rules and regulations.

It is expected that the County will require various services leading to the completion of the project. The services expected may include, but are not limited to the following:

A. PLANNING
   a. Amendments to feasibility studies;
   b. Amendments to hydraulic models for planning and operational analysis of wastewater systems;
   c. Amendments to utility systems’ master and local area planning for wastewater collection, conveyance, and treatment systems;
   d. General administrative supporting studies such as facility assessments, workforce planning, resource management, and laboratory planning; and
   e. Studies assessing impacts on water and wastewater services in support of initiatives such as regulatory assistance, funding applications, as well as other policy-oriented initiatives.

B. DESIGN
   a. Design/permitting services for the capital project;
b. Design/permitting services for repair and replacement of existing infrastructure, instrumentation / SCADA upgrades, treatment upgrades;

c. Development of bidding documents to include design drawings and technical specifications and bid phase services;

d. Project cost estimating services (feasibility level through bid level) and project scheduling services;

e. Project constructability reviews, value engineering reviews, and peer reviews;

f. Land surveying, appraisal, and easement services;

g. Local site permitting services for site plans, grading permits, storm water, etc.;

h. Environmental permitting services for floodplain studies, wetland studies, environmental assessments, etc.;

i. Geotechnical exploration and geotechnical engineering; and

j. Asset management program development and support.

C. CONSTRUCTION

a. General construction administration (e.g. document control, meeting coordination, project close-out, punch-list development, etc.);

b. Construction inspection services;

c. Construction schedule and schedule update reviews;

d. Submittal review, RFI responses and change order support services;

e. Review of contractor payment applications and claim support;

f. Start-up, commissioning, testing and training; and

g. O&M manual and record drawing development.

D. OPERATIONS

a. Wastewater treatment and biosolids management/operations troubleshooting and assistance, and

b. Associated wastewater collections/conveyance system operations troubleshooting and assistance.

Additional civil and environmental engineering and/or related services may also be needed as directed by Spotsylvania County.

Continuous professional involvement will likely be required throughout the project and will include, but not be limited to, scope/budget development, regular progress reports/meetings, preparing reports, processing invoices for service, and timely response regarding project issues and correspondence. Moreover, in addition to the technical services listed above, general project support may require participation at project meetings (with internal and external stakeholders); and as requested, represent County during interactions with other agencies, communities, and the public.
2.3. This Agreement shall have a term limit from date of award through completion of all services described in the contract documents and until final acceptance from the COUNTY.

ARTICLE 3

DATES OF COMMENCEMENT:

3.1. The date of commencement shall be concurrent with the execution of this Agreement.

3.2. The CONTRACTOR’s services shall be performed as expeditiously as possible and consistent with professional skill and care and the orderly progress of the project.

3.3. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the CONTRACTOR shall provide to the County within 24 hours of CONTRACTOR’s determination that there exists an industry wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, CONTRACTOR and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials and; 6) the County, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by CONTRACTOR.

ARTICLE 4

CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. The COUNTY shall pay for services out of appropriated funds. The contract is expressly subject to appropriation of funds by the Board of Supervisors.

4.2. The COUNTY agrees to pay fees as delineated in the O’Brien & Gere Engineers, Inc., Cost Proposal – Massasponax WWTP Exp & Upgrade Project – Final Design
and Bidding Assistance, dated February 14, 2020.

4.3. Payments shall occur as follows:
   1. No deposit nor advance sums shall be paid;
   2. Payments are due net thirty (30) days after receipt by COUNTY of an accurate and properly submitted invoice to the COUNTY for materials and services as described in Article 2; if a corrected invoice is requested, then the thirty (30) days starts over at receipt of corrected invoice;
   3. All payments will be delivered through the US Postal Service. No request for special handling of checks will be honored.

4.4. Pursuant to Section 2.2-4354 of the Code of Virginia (1950, as amended), the CONTRACTOR covenants and agrees to:
   1. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under this Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
   2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
   3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under this Agreement; and
   4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

4.5. The parties hereby agree that any finance charge lawfully assessable against the COUNTY for failure to pay any payment(s) pursuant to the terms of this Agreement shall not exceed 2% per annum, and shall only accrue from the latest date such payment was due under the applicable provisions of this Agreement.
ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

5.1. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its subcontractors or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.

5.2. CONTRACTOR agrees to obtain a business license from the Spotsylvania County Commissioner of Revenue if required by the Code of Virginia (1950, as amended) and/or Spotsylvania County Code and to present such license for inspection by the COUNTY if requested. CONTRACTOR also agrees to maintain as current all required business licenses and permits required by the Commonwealth of Virginia and to present such licenses and permits as may be requested or required by the COUNTY.

5.3. CONTRACTOR shall maintain the following insurance coverage, naming COUNTY as additional insured, during the course of this Agreement, and provide the COUNTY with certificates of insurance for said coverage upon execution of this Agreement:

1. General Liability – in an amount not less than $1,000,000 for any occurrence involving bodily injury, and not less than $1,000,000 for any occurrence involving property damage. Coverage should be provided on a per project/per location basis.

2. Automobile Liability Policy – in an amount not less than $500,000 combined single limit bodily injury and property damage. This coverage shall include liability for use of hired and non-owned vehicles; and

3. Workers’ Compensation – in compliance with all states in which CONTRACTOR does business, including Coverage B Employer’s Liability in not less than the following amounts:
   i. Bodily Injury by accident $100,000 for each accident;
   ii. Bodily Injury by disease, $500,000 policy limit; and
   iii. Bodily Injury by disease, $100,000 for each employee.

4. Professional Liability Insurance in an amount not less than $2,000,000 per
claim and $6,000,000 in the aggregate. The amount of coverage may increase according to the project value.

5.4. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

5.5. During the performance of this Agreement, the CONTRACTOR agrees to:

1. Provide a drug-free workplace for the CONTRACTOR’s employees; and comply with the Federal Drug Free Workplace Act;

2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and

4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each
subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

5.6. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement.

5.7. Except as noted in the Contract Documents, neither this Agreement, nor any part hereof, may be assigned or subcontracted by CONTRACTOR to any other party without the express written permission of the COUNTY.

5.8. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is:


2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986; and Virginia Code §2.2-4311.1;

3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;

4. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and

5. Complying fully with the Virginia Conflict of Interest Act.

6. The CONTRACTOR is authorized to transact business in the Commonwealth pursuant to Section 2.2-4311.2 of the Code of Virginia.
5.9. In the event of a termination under section 6.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed plus its settlement and close-out costs. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR’s exclusive remedy for a termination hereunder.

5.10. CONTRACTOR agrees that it shall keep confidential all photographs, digital imagery, reports, information, or data given to CONTRACTOR by the COUNTY as well as any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the CONTRACTOR under this Agreement. No release of any such data by the CONTRACTOR shall be made to any individual or organization without the prior written approval of the COUNTY, which approval the COUNTY shall be under no obligation to grant. CONTRACTOR further agrees that it shall fully obtain all rights and releases to photographs, digital imagery, reports, information, or data utilized in CONTRACTOR’s final report and/or digital photo library before submission of the report and library to the COUNTY.

5.11. CONTRACTOR agrees to obtain a business license from the Spotsylvania County Commissioner of Revenue if required by the Code of Virginia (1950, as amended) and/or Spotsylvania County Code.

5.12. The CONTRACTOR shall not employ any employee who is a registered sex offender and shall enforce the same restriction upon all subcontractors and agents of CONTRACTOR. Prior to starting work and quarterly during performance of the work, the CONTRACTOR shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of CONTRACTOR and sub-contractors who are employed by the CONTRACTOR or subcontractor. The CONTRACTOR shall furnish the COUNTY with evidence verifying compliance with the services. Notwithstanding any other provision of this Agreement, materially false statements by the CONTRACTOR about the sex offender status of its employees or agents shall be grounds for immediate termination of this Agreement.

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ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF COUNTY:

6.1. The COUNTY may cancel this Agreement and project for any reason upon ten (10) days' written notice in compliance with the notice procedure set forth in Article 7, Section 7.1 to the parties named therein. Anything contained in the Agreement to the contrary notwithstanding, a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed or failed to be performed when it should have been by the CONTRACTOR. In either case, the COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such damages claimed by the COUNTY.

6.2. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulted CONTRACTOR requiring payment for additional costs. When repayment is requested, the CONTRACTOR will be removed from future bidding until the repayment has occurred. Provided further, that the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR's source to deliver is not considered to be an unavoidable cause. The burden of proof rests with the CONTRACTOR.

6.3. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

"Faith-based Organization” means a religious organization that is or applies to be a CONTRACTOR to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then CONTRACTOR shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this
Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

ARTICLE 7

MISCELLANEOUS:

7.1. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

1. For COUNTY:
   Edward Petrovitch
   Spotsylvania County Administrator
   P.O. Box 99
   Spotsylvania, VA 22553

   With a copy to:
   Spotsylvania County Attorney
   P.O. Box 308
   Spotsylvania, VA 22553

2. For CONTRACTOR:
   Jeffrey S. Rogers, SR. VP
   O'Brien & Gere Engineers, Inc.
   4201 Mitchellville Road, Suite 500
   Bowie, MD 20716

The parties may amend such addresses by written notice to the opposite party at the given
7.2. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

7.3. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

7.4. The CONTRACTOR certifies that:

1. The bid or offer (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) was in all respects fair and without collusion or fraud, and (3) was or was intended to be competitive and free from any collusion with any person, firm or corporation;

2. The CONTRACTOR did not offer or receive any kickback from any other bidder or CONTRACTOR, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

3. The CONTRACTOR is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;
4. The CONTRACTOR understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of these provisions; and

5. The CONTRACTOR or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

7.5. CONTRACTOR warrants to COUNTY that:

1. The work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth;

2. Any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and

3. The CONTRACTOR’s work performed shall meet all of the requirements set forth in this Agreement.

7.6. Any reports, studies, photographs, negatives, or other documents prepared by CONTRACTOR in the performance of its obligations under this Agreement shall be remitted to the COUNTY by the CONTRACTOR upon completion, termination or cancellation of this Agreement. CONTRACTOR shall not use, willingly allow or cause to have such materials used for any purpose other than performance of CONTRACTOR’s obligations under this Agreement without the prior written consent of the COUNTY. The COUNTY shall own the intellectual property rights to all materials produced under this Agreement.

7.7. Any failure of the COUNTY to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY of the right to insist upon strict compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7.8. The bankruptcy, takeover or merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of CONTRACTOR,
or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Agreement, and to perform or supply items in accordance with the specifications or descriptions contained herein. Should such newly formed organization, corporation or legal entity fail to fulfill all the terms and conditions of this Agreement or fail to perform or supply items in accordance with the specifications or descriptions contained herein to the satisfaction of the COUNTY, the COUNTY shall have the right unilaterally to terminate this Agreement and/or to pursue any remedy for damages and otherwise which is available at law and in equity. The COUNTY reserves the right to enforce any subcontract directly against the subcontractor, CONTRACTOR or any newly formed organization, corporation or legal entity. Failure of any subcontractor to perform shall not relieve CONTRACTOR of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.

7.9. CONTRACTOR and COUNTY agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

7.10. Contractual claims and disputes shall be conducted pursuant to Section 4-7 of the current Spotsylvania County Procurement Policy.

7.11. Article and Paragraph headings are inserted for convenience only and are not a part of this Agreement.
WITNESS the following signatures and seals in agreement with the above terms for Contract #20-04-TV, Professional Architectural and Engineering Services – Massaponax Wastewater Treatment Plant Expansion Design:

SPOTSYLVANIA COUNTY, VIRGINIA

By: ____________________________  Dated
EDWARD PETROVITCH  COUNTY ADMINISTRATOR

O'BRIEN & GERE ENGINEERS, INC.

By: ____________________________  Dated
JEFFREY S. ROGERS  SR. VP

Approved as to form:

Sr. Assistant COUNTY ATTORNEY  Dated

Page 16 of 16
Meeting Date: April 14, 2020

Title: Approval of Contract Modification #2 for Renewal to Pegasus Cleaning Corporation for Janitorial Services

Agenda Title: Approval of Contract Modification #2 for Renewal to Pegasus Cleaning Corporation for Janitorial Services.

Recommendation: Approval of a contract Modification #2 for renewal with Pegasus Cleaning Corporation for janitorial services for various county buildings. The Contract Modification has been reviewed and approved as to form by the County Attorney’s Office.

Summary: The initial contract for these services was approved by the Board of Supervisors on April 11, 2017. This contract modification shall have a term limit of one year and may be renewed for two (2) additional one (1) year terms at the option of the Spotsylvania County.

Financial Impact: Adequate funding is budgeted and appropriated within project 110-4320-432-3928 for award of this contract purpose.

Staff Contacts: Ben Loveday, Assistant County Administrator, Brad Quann, Procurement Manager

Legal Counsel: William E Moore, Jr., Senior Assistant County Attorney

Additional Background/Other Considerations: This contract modification is signed by Pegasus Cleaning Corporation and County Attorney’s Office. The buildings initially to be serviced with this contract include Circuit Court, Public Safety, Holbert, Merchants Square and Salem Church Library. Additional buildings may be added as needed.
Consequence of Denial/Inaction:

The County must outsource these services or provide staff to cover the need. Outsourcing has proven to be the best option with respect to costs and maintaining adequate levels of service delivery.

ATTACHMENTS:

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<th>Description</th>
<th>Type</th>
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<td>Contract Modification #2 for Renewal to Pegasus Cleaning Corporation for Janitorial Services</td>
<td>Agreement</td>
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MODIFICATION #2
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #17-15-DB

THIS MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of __________, 2020 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and PEGASUS CLEANING CORPORATION, a New York Corporation, ("CONTRACTOR"), in good standing and duly licensed to transact business in the Commonwealth of Virginia.

WITNESSETH:
WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled “SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES, Contract #17-15-DB”, ("AGREEMENT") dated April 14, 2017, to obtain goods and services for janitorial services in various County buildings for Spotsylvania County as needed; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated April 14, 2017; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this “Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #17-15-DB”.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.2., is hereby deleted in its entirety and replaced as follows:

2.2. This Agreement shall have a term limit of one (1) year effective from May 1, 2020 through April 30, 2021 and may be renewed for two (2) additional one (1) year terms at the option of Spotsylvania County. If Spotsylvania County elects to exercise the option to renew the contract
for an additional one year period, the contract price for the additional one year shall not exceed the contract price of the original contract increased/decreased by more than the percentage increase/decrease of the Commodity & Service Group/Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The County agrees to pay fees at the rates contained in this provision of the Agreement, in accordance with any requirements and limitations specified:

<table>
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<tr>
<th>LOCATION</th>
<th>PRICE PER SQUARE FOOT PER MONTH</th>
<th>DAY PORTER SERVICE PER HOUR</th>
<th>PRICE PER SQUARE FOOT FOR ANY ADDITIONAL SERVICES (PLEASE SPECIFY)</th>
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<tr>
<td>Holbert Building</td>
<td>$.087</td>
<td>$13.81</td>
<td>$16.88</td>
</tr>
<tr>
<td>Salem Church Library</td>
<td>$.087</td>
<td>$13.81</td>
<td>$16.88</td>
</tr>
<tr>
<td>Public Safety Building</td>
<td>$.087</td>
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<td>$16.88</td>
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<tr>
<td>Circuit Court Building</td>
<td>$.087</td>
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<td>$16.88</td>
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<td>Merchant Square Building</td>
<td>$.087</td>
<td>$13.81</td>
<td>$16.88</td>
</tr>
<tr>
<td>Salem Church Library – Additional Services for Weekends</td>
<td></td>
<td>$623.10 Monthly - $7,477.20 Annually</td>
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</table>

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.
IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #2 to Spotsylvania County Contract Agreement for Goods and Services Contract #17-15-DB to be duly executed by their duly authorized officials, made as of the date first written above, and effective May 1, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: EDWARD PETROVITCH Dated COUNTY ADMINISTRATOR

PEGASUS CLEANING CORPORATION

By: Violet Lewis April 3, 2020 VIOLET LEWIS Dated PRESIDENT

Approved as to form:

[Signature] 4-6-2020 COUNTY ATTORNEY Dated
Meeting Date: April 14, 2020

Title: Approval of Contract Modification #2 to Federal Engineering, Inc. for Public Safety Consulting Services

Type: Action

Agenda Title: Approval of Contract Modification #2 to Federal Engineering, Inc. for Public Safety Consulting Services.

Recommendation: Approval of Modification #2 with Federal Engineering, Inc. for public safety consulting services. The contract modification has been reviewed and approved as to form by the County Attorney’s Office.

Summary: The initial contract with Federal Engineering, Inc. (formerly CDI-Infrastructure, LLC, dba L.R. Kimball) was approved by the Board of Supervisors and fully executed on September 28, 2016. This contract was broken down into four (4) phases leading up to system implementation as follows:

- Phase I - Operational/Functional Needs Analysis
- Phase II - Specification Writing/Procurement Support
- Phase III - System Procurement Process
- Phase IV - System Implementation

Phases I, II and III are complete and we are currently moving toward Phase IV, which is the final phase of system implementation. This modification will allow for an additional amount of $100,000.00 in order to implement the new public safety software system.

Financial Impact: Adequate funding is budgeted and appropriated within GP1201 for approval of this contract modification for this purpose.

Staff Contacts: Jane Reeve, Chief Information Officer
Brad Quann, Procurement Manager

Legal Counsel: Will Moore, Senior Assistant County Attorney
Federal Engineering, Inc. has worked with the County to identify and analyze user requirements for all facets of current and new public safety system. Work has included developing operational/user needs, preparing the functional specifications, provided recommendations on retain or replace decisions, Request for Proposal, Scope of Work, technical specifications, reviewed and analyzed proposals, and provided technical oversight. Future involvement will consist of assisting in project management during installation, and provide technical expertise throughout the life of the project.

The current systems are reaching the limits of their ability due to changes in the industry and advancements in communications related to NG-911. The County has taken a look, in aggregate, at the entire Public Safety system and determined future directions, to take advantage of improvements in technology. Some of these improvements are voluntary and some are required. Inaction will put Spotsylvania County well behind the curve on advancements in this sector which is directly related to the safety of the public and county personnel.

**ATTACHMENTS:**

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<th>Description</th>
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<td>Contract Modification #2 - Federal Engineering</td>
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MODIFICATION #2
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #16-06-DB

THIS MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of ______ ____, 2020 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and FEDERAL ENGINEERING, INC., a Virginia Corporation, ("CONTRACTOR") in good standing and duly licensed to transact business in Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled “SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-06-DB”, ("AGREEMENT") dated September 28, 2016, to obtain public safety consulting services for Spotsylvania County; and

WHEREAS the AGREEMENT was subsequently renewed and/or modified by “Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #16-06-DB” dated and executed on August 2, 2019 (“MODIFIED AGREEMENT”); and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to renew and modify the AGREEMENT further by entering into this “Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #16-06-DB.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT and MODIFIED AGREEMENT as follows:

A. ARTICLE 1, CONTRACT DOCUMENTS, subdivision 1.2., the following shall be added:

B. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.2., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a final term limit of one (1) year effective from September 28, 2020 through September 27, 2021. Following this period, as indicated in the scope of services, the CONTRACTOR shall remain under contract until final system implementation or until the County determines the services are no longer needed.

C. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The COUNTY agrees to remove Phases 1-3 from the contract cost since these phases have been completed. Phase 4 shall be increased by $100,000.00, bringing the total of Phase 4 as follows:

<table>
<thead>
<tr>
<th>PHASE 4</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Implementation (Time &amp; Materials Effort)</td>
<td>$207,024.00</td>
</tr>
</tbody>
</table>

The COUNTY has decided to replace or supplement the existing system, therefore requiring the CONTRACTOR to take part in Phase 4 System Implementation.

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Except as hereby modified, the AGREEMENT and MODIFIED AGREEMENT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #16-06-DB to be duly executed by their duly authorized officials, made as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

By: ________________________________ Dated
    EDWARD PETROVITCH
    COUNTY ADMINISTRATOR

FEDERAL ENGINEERING, INC.

By: ________________________________ 04/02/20
    RONALD F. BOSCO
    PRESIDENT AND CEO

Approved as to form:

Sr. Ass't. COUNTY ATTORNEY Dated
<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>April 14, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Approval of Contract Modification #4 for Renewal to Blue Ridge Rescue Suppliers, Inc. for Protective Ensemble for Structural Firefighting (Turnout Gear)</td>
</tr>
<tr>
<td>Type:</td>
<td>Action</td>
</tr>
<tr>
<td>Agenda Title:</td>
<td>Approval of Contract Modification #4 for Renewal to Blue Ridge Rescue Suppliers, Inc. for Protective Ensemble for Structural Firefighting (Turnout Gear)</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>Approval of Modification #4 for renewal with Blue Ridge Rescue Suppliers, Inc., to provide protective ensemble for structural firefighting for new and existing employees as well as volunteers. The contract modification has been reviewed and approved as to form by the County Attorney’s Office.</td>
</tr>
<tr>
<td>Summary:</td>
<td>The initial contract with Blue Ridge Rescue Suppliers, Inc. was approved by the Board of Supervisors on May 10, 2016 and included an option for four (4) renewals. This is the final renewal year of the four-year renewable contract at the option of the County.</td>
</tr>
<tr>
<td>Financial Impact:</td>
<td>Adequate funding is budgeted and appropriated within the FREM budget code 110-3210-422-8001 and through the volunteer fire agency budgets.</td>
</tr>
<tr>
<td>Staff Contacts:</td>
<td>Jay Cullinan, Chief, Fire Rescue and Emergency Management Matthew Embrey, Division Chief, Emergency Management, Logistics Brad Quann, Procurement Manager</td>
</tr>
<tr>
<td>Legal Counsel:</td>
<td>Will Moore, Senior Assistant County Attorney</td>
</tr>
<tr>
<td>Additional Background/Other Considerations:</td>
<td>This contract being renewed encompasses items needed to outfit FREM new and existing employees as well as volunteers. Protective clothing would not be under a County contract for use by career and volunteer personnel.</td>
</tr>
</tbody>
</table>
Consequence of Denial/Inaction: This would delay delivery and would likely result in higher cost for the protective clothing that is essential for Spotsylvania County Fire, Rescue and Emergency Management personnel safety.

ATTACHMENTS:

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</table>
MODIFICATION #4
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #16-08-TV-02

THIS MODIFICATION #4 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _______ _____, 2020 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and BLUE RIDGE RESCUE SUPPLIERS, INC., a Virginia Corporation, in good standing and duly licensed to do business in Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-08-TV-02", ("AGREEMENT") dated May 11, 2016, to obtain protective ensemble for structural firefighting (turnout gear) for Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently modified and/or renewed by "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-08-TV-02", dated and executed on May 5, 2017, "Modification #2 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-08-TV-02", dated and executed on May 16, 2018 and "Modification #3 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-08-TV-02", dated and executed on May 14, 2019 ("MODIFIED AGREEMENTS"); and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.3., of the AGREEMENT; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #4 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-08-TV-02".

1
NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT and MODIFIED AGREEMENTS as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.3., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit of one (1) year effective from May 11, 2020 through May 10, 2021. All prices for the current year shall be at the amounts as described in Article 4, subdivision 4.2., of Modification #3 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-08-TV-02.

(Remainder of Page Intentionally Left Blank)
Except as hereby modified, the AGREEMENT and MODIFIED AGREEMENTS remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #4 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-08-TV-02 to be duly executed by their duly authorized officials, made as of the date first written above, and effective May 11, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: __________________________ Dated
    EDWARD PETROVITCH
    COUNTY ADMINISTRATOR

BLUE RIDGE RESCUE SUPPLIERS, INC.

By: __________________________ Dated
    DAVID D. RICE
    OPERATIONS MANAGER

Approved as to form:

Sr. Assistant  
COUNTY ATTORNEY  Dated

4.2.2020
Spotsylvania County  
Board of Supervisors Agenda  
Executive Summary

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>April 14, 2020</th>
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<tr>
<td>Title:</td>
<td>Approval of Three (3) Contract Modifications for Renewal to Multiple Firms to Provide Professional Engineering Services</td>
</tr>
<tr>
<td>Type:</td>
<td>Action</td>
</tr>
<tr>
<td>Agenda Title:</td>
<td>Approval of Three (3) Contract Modifications for Renewal to Multiple Firms to Provide Professional Engineering Services</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>Approve the award of three (3) separate contract modifications for renewal with Rummel, Klepper &amp; Kahl, LLP (RK&amp;K), Sullivan, Donahoe and Ingalls, PC (SDI) and O’Brien and Gere Engineers, Inc. to provide professional engineering services. The contract modifications have been reviewed and approved as to form by the County Attorney’s Office.</td>
</tr>
<tr>
<td>Summary:</td>
<td>The initial contracts with Rummel, Klepper &amp; Kahl, LLP (RK&amp;K), Sullivan, Donahoe and Ingalls, PC (SDI) and O’Brien and Gere Engineers, Inc. were approved by the Board of Supervisors on May 10, 2016 and May 24, 2016. This is the fourth and final year of four year renewable contracts at the option of the County.</td>
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<tr>
<td>Financial Impact:</td>
<td>Adequate funding is budgeted and appropriated within the FY20 and FY21 Utilities Capital Projects.</td>
</tr>
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</table>
| Staff Contacts:   | Ben Loveday, Assistant County Administrator  
                      Community Operations  
                      Brad Quann, Procurement Manager |
| Legal Counsel:    | Will Moore, Senior Assistant County Attorney |

County departments utilize task order based agreements for professional engineering services routinely throughout the year. Task order based agreements allow for increased efficiencies in terms of time and value to the tax payer. Procurement policy is followed in all task order based agreements and task
Additional Background/Other Considerations:

On March 27, 2017 staff provided a BOS communication outlining the procurement process for professional engineering services. While engineering services cannot be procured on a simple cost basis, our current competitive process for procuring professional engineering services ensures the receipt of quality services from experienced contractors, while providing multiple opportunities for County staff to negotiate costs.

Consequence of Denial/Inaction:

Projects are significantly delayed without task order based agreements. Without task order based agreements each task currently done under a task order based agreement would be required to be treated as a separate agreement requiring an independent RFP/IFB review process by the department issuing the RFP/IFB, the County Attorney’s office and the Procurement Department.

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MODIFICATION #5
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #16-16-TV-06

THIS MODIFICATION #5 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES is made as of ________, 2020 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and SULLIVAN, DONAHOE AND INGALLS, PC, a Virginia professional corporation, in good standing and duly licensed to transact business in Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled “SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES Contract #16-16-TV-06”, (“AGREEMENT”) dated May 11, 2016, to obtain professional engineering services for Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently modified and/or renewed by “Modification #1 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-06”, dated and executed on June 3, 2016, “Modification #2 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-06”, dated and executed on May 10, 2017, “Modification #3 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-06”, dated and executed on May 9, 2018 and “Modification #4 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-06”, dated and executed on May 15, 2019 (“MODIFIED AGREEMENTS”); and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.3., of the AGREEMENT, and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this “Modification #5 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-06”. 

1
NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT and MODIFIED AGREEMENTS as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.3., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit of one (1) year effective from May 11, 2020 through May 10, 2021. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the previous twelve (12) months from December of the prior year to December of the current year as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, commodity and service group, services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The COUNTY agrees to pay fees as delineated in the Sullivan, Donahoe & Ingalls Fee Schedule, dated January 1, 2020.

Except as hereby modified, the AGREEMENT and MODIFIED AGREEMENTS remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #5 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-06 to be duly executed by their duly authorized officials, made as of the date first written above, and effective May 11, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: EDWARD PETROVITCH  Dated
COUNTY ADMINISTRATOR

SULLIVAN, DONAHOE AND INGALLS, PC

By: RICHARD H. FURNIVAL  Dated
DIRECTOR

Richard H
Furnival

Digitally signed by Richard H Furnival
Date: 2020.04.02
13:39:31 -04'00'

Approved as to Form:

County Attorney  Dated

3
MODIFICATION #5
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #16-16-TV-04

THIS MODIFICATION #5 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES is made as of ________, 2020 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and RUMMEL, KLEPPER & KAHL, LLP (RK&K), a Maryland limited liability partnership, in good standing and duly licensed to transact business in Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES Contract #16-16-TV-04", ("AGreement") dated May 25, 2016, to obtain professional engineering services for Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently modified and/or renewed by “Modification #1 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-04”, dated and executed on June 3, 2016, “Modification #2 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-04”, dated and executed on May 10, 2017, “Modification #3 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-04, dated and executed on May 9, 2018 and “Modification #4 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-04, dated and executed on May 15, 2019 ("MODIFIED AGREEMENTS"); and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.3., of the AGREEMENT, and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT and MODIFIED AGREEMENTS further by entering into
this “Modification #5 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-04”.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT and MODIFIED AGREEMENTS as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.3., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit of one (1) year effective from May 25, 2020 through May 24, 2021. All prices for the current year shall be at the amounts as described in Article 4, subdivision 4.2., of the initial Agreement. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the previous twelve (12) months from December of the prior year to December of the current year as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, commodity and service group, services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

Except as hereby modified, the AGREEMENT and MODIFIED AGREEMENTS remain unchanged and in full force and effect.

(Remainder of Page Intentionally Left Blank)
IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #5 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-04 to be duly executed by their duly authorized officials, made as of the date first written above, and effective May 25, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____________________________________________
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

RUMMEL, KLEPPER & KAHL, LLP (RK&K)

By: _____________________________________________ 4/3/20
NATHAN C. ATKINSON Dated
PARTNER

Approved as to Form:

[Signature] 4-3-2020
Assistant County Attorney Dated
MODIFICATION #5
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #16-16-TV-03

THIS MODIFICATION #5 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR
PROFESSIONAL SERVICES is made as of _____ ___, 2020 by and between BOARD OF
SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth
of Virginia, ("COUNTY"); and O’BRIEN & GERE ENGINEERS, INC., a New York corporation,
in good standing and duly licensed to transact business in Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled
"SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
Contract #16-16-TV-03", ("AGREEMENT") dated May 11, 2016, to obtain professional
engineering services for Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently modified and/or renewed by "Modification #1
to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-03",
dated and executed on June 3, 2016, "Modification #2 to Spotsylvania County Contract Agreement
for Professional Services Contract #16-16-TV-03", dated and executed on May 10, 2017,
"Modification #3 to Spotsylvania County Contract Agreement for Professional Services Contract
#16-16-TV-03", dated and executed on May 9, 2018 and "Modification #4 to Spotsylvania County
Contract Agreement for Professional Services Contract #16-16-TV-03", dated and executed on
May 15, 2019 ("MODIFIED AGREEMENTS"); and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year
contract term, as is permitted under Article 2, subdivision 2.3., of the AGREEMENT, and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual
benefit to modify the AGREEMENT and MODIFIED AGREEMENTS further by entering into
this "Modification #5 to Spotsylvania County Contract Agreement for Professional Services
Contract #16-16-TV-03".
NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT and MODIFIED AGREEMENTS as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.3., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit of one (1) year effective from May 11, 2020 through May 10, 2021. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the previous twelve (12) months from December of the prior year to December of the current year as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, commodity and service group, services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The COUNTY agrees to pay fees as delineated in the O'Brien & Gere (Ramboll) FY2021 Billing Rate Schedule – Spotsylvania County, dated March 11, 2020.

Except as hereby modified, the AGREEMENT and MODIFIED AGREEMENTS remain unchanged and in full force and effect.

(Remainder of Page Intentionally Left Blank)
IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #5 to Spotsylvania County Contract Agreement for Professional Services Contract #16-16-TV-03 to be duly executed by their duly authorized officials, made as of the date first written above, and effective May 11, 2020.

SPOTSYLVANIA COUNTY, VIRGINIA

By: ________________________________
    EDWARD PETROVITCH  Dated
    COUNTY ADMINISTRATOR

O’BRIEN & GERE ENGINEERS, INC.

By: ________________________________  4/2/20
    WILLIAM J. MEINERT  Dated
    VICE PRESIDENT

Approved as to Form:

______________________________  4/3/2020
County Attorney  Dated
Authorize and Direct Staff to Draft Ordinance to Amend County Code to Allowed Tax Refund Process to Align with State Code 58.1-3990

Treasurer recommends the Board consider adopting an ordinance establishing the process allowed for in 58.1-3990 to allow for the Commissioner of Revenue to report erroneous assessments directly to the Treasurer for refund and not have to come before the Board of Supervisors for approval.

Currently, the county code doesn’t establish a uniform and efficient refund process for all tax refunds due to an erroneous assessment and I would like the Board to consider adopting an ordinance to do so. Currently, the county follows state code 58.1-3981 in regards to refunds due to erroneous assessments. Any refund over $2500 requires the Commissioner of Revenue to report the refund to the County Attorney. Upon their consent, the item is placed before the Board of Supervisors for approval. The current process can take up to eight weeks to complete the process of having the check issued and mailed to the taxpayer.

However, State Code 58.1-3990 allows the county to adopt an ordinance which allows the Commissioner of Revenue to certify to the tax-collecting officer the amount erroneously assessed and if such taxes are paid the tax-collecting officer, the Treasurer, shall issue the refund. Giving the Commissioner of Revenue the ability to report directly to the Treasurer should cut that processing time to about 3 weeks if not less. This will allow the taxpayer to get their refund sooner and it will save the county about 5 weeks of interest that would be paid on that refund. It will also save staff time for the Commissioner of Revenue’s office and the County Attorney’s office. The tax systems and
Refunds are included in the yearly audit process to validate that the adjustments that are created by the Commissioner of Revenue’s office are posted accordingly by the Treasurer and if paid, refunded to the taxpayer. Other surrounding localities do their process as described in 58.1-3990.

**Staff Contacts:**
Larry K. Pritchett, Treasurer

**Legal Counsel:**
Karl Holsten, County Attorney

**Additional Background/Other Considerations:**
Current ordinance is attached.

**Consequence of Denial/Inaction:**
The ordinance will remain the same.

**ATTACHMENTS:**

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<tbody>
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<td>County Code</td>
<td>Ordinance</td>
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</table>
Sec. 21-5. - Refund of sums paid after erroneous assessment.

The treasurer is authorized to refund up to two thousand five hundred dollars ($2,500.00) for sums received due to an erroneous assessment without having to gain the prior written consent of the county attorney.

(Ord. No. 21-24, 7-25-95)
Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date: April 14, 2020

Title: Ratification of the Ultimate Form of Contract Amendment One to CentralSquare for Public Safety System

Type: Action

Agenda Title: Ratification of the Ultimate Form of Contract Amendment One to CentralSquare for Public Safety System

Recommendation: Staff recommends a Ratification of the Ultimate Form by the Board of Supervisors for this Contract Amendment One to CentralSquare, LLC for Public Safety System in the amount of $1,875,749.61 for a new public safety system. Contract Amendment One was approved by the Board of Supervisors at the Tuesday, March 17th board meeting and signed by the County Administrator on Wednesday, March 18th.

Non-Staff Name and Title of Presenters: Ratification of the Ultimate Form for Contract Amendment One for implementation of the Inform Public Safety Software, for replacement of the County’s current public safety system that was approved at the board meeting on Tuesday, March 17th by the Board of Supervisors and signed by the County Administrator on Wednesday, March 18th.

Summary: A Request for Proposal (RFP) was issued by the Spotsylvania County Procurement Division to solicit proposals from qualified vendors to provide a modern public safety software solution to include but not limited to Computer Aided Dispatch (CAD), Mobile Data System (MDS), Law Enforcement Records Management System (LERMS) and Fire Records Management Systems (FRMS). Based on the scoring by a committee comprised of representatives from Information Systems, Sheriff’s Department, FREM, and Consultants from FE/Kimball, the County hosted demonstrations with three firms and conducted two on-sites which resulted in a unanimous recommendation to award to Superion, LLC, now CentralSquare, LLC. CentralSquare offers a multi-agency fully integrated system that utilizes today’s technological advances in the public safety arena. After the initial contract was approved in June 2018, it was brought to our attention in October 2018 that the Superion product line was no longer going to be developed by CentralSquare. The County decided it would be in our best interest to look at CentralSquare’s Inform product line which is well established and their Enterprise public safety software. After a hosted demonstration and multiple discussions, the selection committee decided that we should amend the original contract in order to implement the Inform Public Safety Software as it was deemed the better solution. The Board of Supervisors approved the Contract Amendment One to CentralSquare, LLC for the Public Safety System, in the amount of $1,875,749.61 at the Tuesday, March 17th board meeting and which the County Administrator signed on Wednesday, March 18th. As recommended by the County Attorney, staff presents the actual contract for a Ratification of the Ultimate Form by the Board of Supervisors for this Contract Amendment One to CentralSquare, LLC for Public Safety System in the amount of...
$1,875,749.61 for a new public safety system.

Financial Impact:

Adequate funding is budgeted and appropriated within project GP1201, account 310-9120-801-8001 and 310-9120-802-8001 for the Amendment to the Contract initially awarded.

Staff Contacts:

Jane Reeve, Director Information Services
Brad Quann, Procurement Manager

Legal Counsel:

Will Moore, Sr. Assistant County Attorney

Additional Background/Other Considerations:

CentralSquare’s Contract Amendment One is approved as to form by County Attorney’s Office and is attached. The County Attorney is recommending that this Ratification of the Ultimate Form be presented for approval by the Board of Supervisors.

The County’s current public safety system is end-of-life, and will quickly reach end of support within the next 12-18 months. Additionally, if Contract Amendment One is not approved, the County will implement the Superion software, and be forced to budget additional future CIP funding, at a cost of $4 – 5 million, to replace the Superion product, which is already at end-of-sale as of Fall 2018.

Consequence of Denial/Inaction:

Ratification of the Ultimate Form for Contract Amendment One for implementation of the Inform Public Safety Software, for replacement of the County’s current public safety system that was approved at the board meeting on Tuesday, March 17th by the Board of Supervisors and signed by the County Administrator on Wednesday, March 18th.

Talking Points:

ATTTACHMENTS:

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AMENDMENT ONE TO CENTRALSQUARE ORDER #00001822

This Amendment One (this "Amendment") to Superion, LLC Order #00001822 (the "Order") dated June 28, 2018 (the "Effective Date") by and between Superion, LLC ("Superion") and the Board of Supervisors of Spotsylvania County, Virginia ("Customer") is entered into effective as of the last date of signature below. Except as modified herein, all other terms and conditions of the Order shall remain in full force and effect. In the event of a conflict between the terms and Conditions of the Order and this Amendment, this Amendment shall control.

RECITALS

WHEREAS, on or about September 5, 2018, CentralSquare Technologies, LLC ("CentralSquare") was formed by the merger of TriTech Software Systems ("TriTech"), Superion, Zuercher Technologies, LLC ("Zuercher") and the acquisition of all Aptean public sector assets; and

WHEREAS, CentralSquare has the rights, title, and interest to license or otherwise sell all software products and services of the foregoing acquired companies and assets; and

WHEREAS, the fully supported and planned development focus of CentralSquare would be CentralSquare's Inform Suite public safety applications, and Zuercher's Zuercher Suite applications; and

WHEREAS, Customer and CentralSquare who may be referred to herein individually as a "Party" or collectively, the "Parties", desire to migrate the Customer's Solution: SuperionONESolution Public Safety and Justice implementation under the Order, to CentralSquare's Inform System Software.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are incorporated as if fully set forth herein.
2. CentralSquare and the Customer hereby ratify and affirm all actions conducted and performed in accordance with the Order from the Effective Date to the effective date of this Amendment.
3. All references in the original Order to Superion, LLC shall now be understood to refer to CentralSquare, LLC.
4. The following documents are attached as Exhibits to this Amendment:

   Exhibit 1 – Statement of Work
   Exhibit 2 – Pricing and Payment Milestones
   Exhibit 3 – End User License Agreement
   Exhibit 4 – Software Support Agreement
   Exhibit 5 – Subscription Service License and Use Agreement

5. The following definitions will apply to this Amendment:

   a. "Deliverable" means an item of equipment, software, services or other items licensed or acquired by Customer under this Amendment as listed in Exhibit 2 attached to this Amendment.
b. "Disaster Recovery Computer System" means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Production System.

c. "Documentation" means the then-current standard user manuals or other related instructional and/or reference materials, provided by CentralSquare or CentralSquare from time to time, including on-line help information, online documentation updates, and Release Notes issued in connection with Updates.

d. "Equipment" means the computer system equipment to be provided under this Amendment, if applicable, specified in Exhibit 2. Customer provided equipment must meet the minimum recommended specifications provided in the Inform Suite System Planning Document which will be provided as a Deliverable. If CentralSquare is providing Equipment, at the time of Delivery, CentralSquare may substitute equipment for that specified in Exhibit 2 provided that such equipment will substantially meet the requirements of the Specifications.

e. "Go Live" means the event that occurs when the Customer first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

f. "Inform Software" means the Object Code Version of the Inform software provided under this Amendment.

g. "Live Operations" means use of a Subsystem in a live operational environment, whether or not any Interfaces are included in such use.

h. "Modification" means changes or additions to the Inform Software from the standard version, if applicable, provided under this Amendment. Applicable Modifications are described in the Statement of Work. The Inform Software is not custom software and as such, any Modifications or enhancements to the standard version will be made available in a subsequent version release available to all Inform customers; or if applicable, made available as a separate module or function, separately licensed and priced.

i. "Object Code" means any instruction or set of instructions of a computer program in machine-readable form.

j. "Production System" means the primary computer system for live operations of the Inform Software.

k. "Server" means any and all computers in a local area network that run administrative software which controls access to all or part of the network and its resources and make such resources available to computers acting as workstations on the network, including the Production System and any Disaster Recovery System.

l. "Software Error" means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event a Software Error is unable to be reproduced at a CentralSquare support facility, and the
Parties determine that onsite support is required, Customer shall reimburse CentralSquare for its labor costs for such on site visit, at CentralSquare's then-current rates for consulting if the Parties determine that the problem was caused by Equipment, Software, services, network or other items not supplied or not authorized by CentralSquare.

m. "Software Support" means the annual support provided for the Software as set forth in Exhibit 4.

n. "Source Code" means the high-level computer instructions for Software used to generate Object Code.

o. "Specifications" means (i) the functional requirements with respect to each Subsystem; (ii) the Interface Requirements Document ("IRD", Interface Functional Configuration Document ("IFCD") and applicable acceptance test document for each Interface, or Operational Scenario Document(s) ("OSD") for each Custom Interface, or if applicable, Modification; and (iii) the specifications for the Equipment as provided by CentralSquare. The IRD, IFCD and OSD will be in the form provided by CentralSquare.

p. "Subsystem" means each of the applications described in the Statement of Work, including its Equipment, other hardware and software. In most cases, the Subsystem software will share Equipment. (For the avoidance of doubt, the applicable Inform System Software, e.g. Inform CAD, Inform Mobile, Inform RMS, are Subsystems under this Amendment.)

q. "Subsystem Software" means individually or collectively the Software provided under this Amendment for each of the Subsystems.

r. "System" means collectively all Subsystems that make up the integrated computer system to be provided under this Amendment and more fully described in the Statement of Work.

s. "System Software" means the Software identified in Exhibit 2 which includes, without limitation, operating system software, database management software, and communications software.

t. "Task Completion Report" or "TCR" means the document presented by CentralSquare's Project Manager to the Customer upon completion of a Deliverable.

u. "Update" means revisions or additions to the Software. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products.

v. "Use" means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.
w. "User" means the operator of a Subsystem Workstation that is configured to
access and/or utilize the capabilities and features of the Subsystem Software.

x. "Workstation" means any computer input station that utilizes the functionality of a
Subsystem, whether applicable software resides locally or on a Server.

6. EXHIBIT B, Section 1 – Solution: SuperionONESolution Public Safety and Justice is
deleted in its entirety and replaced with the following:

"Solution: The Inform System Software"

7. EXHIBIT B, Section 5 – Support Term: is deleted in its entirety and replaced with the
Support Term set forth in Exhibit 4 – Software Support Agreement attached to this
Amendment.

8. EXHIBIT B, Section 6 – Services: is deleted in its entirety and replaced with Exhibit 2
Pricing and Payment Milestones attached to this Amendment.

9. EXHIBIT B, Section 7 – Third-party Products: is deleted in its entirety and replaced with
Exhibit 2 Pricing and Payment Milestones attached to this Amendment.

10. EXHIBIT B Section 8 - Payment Terms: is deleted in its entirety and replaced with the
payment milestones set forth in Exhibit 2 Pricing and Payment Milestones attached to this
Amendment.

11. EXHIBIT B Section 11 - Specified Configuration is deleted in its entirety. Configuration
will be defined in Exhibit 1 Statement of Work attached to this Agreement.

12. EXHIBIT B, Section 12: OTHER TERMS APPLICABLE TO THIS ORDER: has been
added to the Order to include the following:

- Functional Specifications (RFP Response): Functional specifications should
be addressed with the Inform System Software functionality matrix not the
SuperionONESolutionPublic Safety and Justice functionality matrix.

13. EXHIBIT D Support Supplement to the Order is deleted in its entirety and replaced with
Exhibit 4 – Software Support Agreement attached to this Amendment.

14. EXHIBIT F – GIS SOFTWARE SUPPLEMENT is deleted in its entirety.

15. EXHIBIT G – GENERAL PROJECT CONDITIONS SUPPLEMENT is deleted in its
entirety.

16. EXHIBIT H – DATA ACCESS SUBSCRIPTION SUPPLEMENT is deleted in its entirety
due to POLICE TO POLICE not being an INFORM product.

17. EXHIBIT I – OPTIONAL PRODUCTS is deleted in its entirety.

18. EXHIBIT 3 – End User License Agreement attached to this Amendment has been added
as an additional document.
19. EXHIBIT 5 – Subscription Service License and Use Agreement attached to this Amendment has been added as an additional document.
IN WITNESS WHEREOF, EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

BOARD OF SUPERVISOR'S OF SPOTSYLVANIA COUNTY, VIRGINIA

Accepted By (Signature)

Printed Name

Title

Date

CENTRALSQUARE TECHNOLOGIES, LLC

Accepted By (Signature)

Printed Name

President, Public Safety & Justice

Title

Date

APPROVED AS TO FORM:

Senior Assistant COUNTY ATTORNEY

Amendment One to Order #00001822

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EXHIBIT 1

STATEMENT OF WORK (ATTACHED)
EXHIBIT 2

PRICING AND PAYMENT MILESTONES

**CentralSquare Software License Fee(s)**

<table>
<thead>
<tr>
<th>Inform CAD Software License Fee(s)</th>
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<th>Discount</th>
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**Inform RMS Software License Fee(s)**

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Amendment One to Order #00001822
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Amendment One to Order #00001822
### CentralSquare Implementation Service Fee(s)

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Inform CAD Implementation Service Fee(s) Subtotal: $251,062.00

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Inform RMS Implementation Service Fee(s) Subtotal: $258,295.00

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<td>Base Inform Mobile Disaster Recovery Server Installation (per Server, Includes 1 Mobile Server, up to 2 Mobile Interfaces)</td>
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Amendment One to Order #00001822
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**CentralSquare Implementation Service Fee(s) Total:** **$645,393.50**
### Custom Solution(s)

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**Custom Solution(s) Total:** $166,184.00

### Project Related Fee(s)

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**Project Related Fee(s) Total:** $294,100.00

**Note:** CentralSquare's rate for Professional Services is $175.00 per hour.

### Hardware

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**Hardware Total:** $34,550.74
The following Optional Items are being provided as optional costs and are not included in the Total Project Costs. For a period to expire twenty-four (24) months from the execution date of this Amendment, Customer has the option to purchase the Optional Items listed below at the listed prices.

### Optional Items

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<td>Exacom Logging Recorder CAD-to-Exacom</td>
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<td>1</td>
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<td>$0.00</td>
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<td>Harris Maestro PTT &amp; Emergency Button Interface</td>
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<td>Inform RMS Web Evidence and Barcoding Wax Ribbon cartridge for Zebra Printer</td>
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Contract Price Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>CAD Enterprise Software License Fee(s)</td>
<td>$341,200.00</td>
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<tr>
<td>RMS Enterprise Software License Fee(s)</td>
<td>$208,688.00</td>
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<tr>
<td>Mobile Enterprise Software License Fee(s)</td>
<td>$307,700.00</td>
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<tr>
<td>Annual Subscription Fees</td>
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<tr>
<td>CAD Implementation Service Fee(s)</td>
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<tr>
<td>RMS Implementation Service Fee(s)</td>
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<tr>
<td>Mobile Implementation Service Fee(s)</td>
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<td>Subscription(s) Implementation Fee(s)</td>
<td>$57,936.50</td>
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<tr>
<td>Custom Solutions</td>
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<tr>
<td>Project Management</td>
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<td>Other Project Costs - Report Writing Training (3 days)</td>
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<tr>
<td>Hardware - ArcServe (1) and Zerto (2) Licenses</td>
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<td>Travel Costs</td>
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<td><strong>Project Total Costs before Discount</strong></td>
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<tr>
<td>CentralSquare Discount - valid through 3/31/2020</td>
<td>$(208,416.62)</td>
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<tr>
<td><strong>Total Project Costs</strong></td>
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<tr>
<td>Superion Fees Paid Credit</td>
<td>$(440,262.36)</td>
</tr>
<tr>
<td><strong>Remaining Project Costs</strong></td>
<td>$1,435,487.25</td>
</tr>
</tbody>
</table>

Note: Annual Subscription Fees for the first term are incorporated within the milestone payments. For all future terms, from the date of first Go Live and ending 12 (twelve) months thereafter, the Annual Subscription fees will be invoiced in accordance with the Software Support Agreement.

Payment Milestones*

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Amount</th>
<th>Superion Fees Paid Credit Applied</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>20% Due at Contract Execution</td>
<td>$375,149.92</td>
<td>$(375,149.92)</td>
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</tr>
<tr>
<td>10% Due at installation of CAD, RMS, &amp; Mobile Server Software</td>
<td>$187,574.96</td>
<td>$(65,112.44)</td>
<td>122,462.52</td>
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<tr>
<td>25% Due at completion of Demonstration of Licensed Functionality</td>
<td>$468,937.40</td>
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<td>468,937.40</td>
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<tr>
<td>15% Due at completion of Pre-Go Live End User Training</td>
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<tr>
<td>20% Due at Go Live</td>
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<td>-</td>
<td>375,149.92</td>
</tr>
<tr>
<td>10% Due at System Acceptance</td>
<td>$187,574.96</td>
<td>-</td>
<td>187,574.96</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td>$1,875,749.61</td>
<td>$(440,262.36)</td>
<td>1,435,487.25</td>
</tr>
</tbody>
</table>

*Any products returned by Customer require CentralSquare approval and will result in the issuance of an account credit to be used toward future products or maintenance fees. Account credits are valid for one year from the date of credit.
# Annual Software Support and Maintenance Fee(s)

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Support Level</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inform CAD Browser (C - 101-250 Concurrent Users)</td>
<td>24 x 7</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>Inform CAD Disaster Recovery System Maintenance (B - 6-20 Users)</td>
<td></td>
<td>$1,880.00</td>
</tr>
<tr>
<td>Inform CAD Mapping</td>
<td>24 x 7</td>
<td>$1,760.00</td>
</tr>
<tr>
<td>Inform CAD Mapping Test or Training</td>
<td>24 x 7</td>
<td>$890.00</td>
</tr>
<tr>
<td>Inform CAD Position</td>
<td>24 x 7</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>Inform CAD Routing Server</td>
<td>24 x 7</td>
<td>$4,114.00</td>
</tr>
<tr>
<td>Inform CAD Server Software (B - 6-20 Positions)</td>
<td>24 x 7</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>Inform CAD Site License</td>
<td>24 x 7</td>
<td>$7,517.40</td>
</tr>
<tr>
<td>Inform CAD Test or Training System Maintenance (B - 6-20 Users)</td>
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<td>$1,980.00</td>
</tr>
<tr>
<td>Inform CAD the Archive Server Software</td>
<td>24 x 7</td>
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</tr>
<tr>
<td>Inform CAD The GISLink Utility Position</td>
<td>24 x 7</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Inform Mobile Base Position</td>
<td>24 x 7</td>
<td>$7,920.00</td>
</tr>
<tr>
<td>Inform Mobile Base Position with CJIS/NCIC Forms</td>
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<td>$38,500.00</td>
</tr>
<tr>
<td>Inform Mobile Disaster Recovery System Maintenance</td>
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</tr>
<tr>
<td>Inform Mobile Mapping</td>
<td>24 x 7</td>
<td>$9,980.00</td>
</tr>
<tr>
<td>Inform Mobile Mapping Test or Training</td>
<td>24 x 7</td>
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<tr>
<td>Inform Mobile Pictometry Interface</td>
<td>24 x 7</td>
<td>$1,850.00</td>
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<tr>
<td>Inform Mobile Server Software (C - 101-250 Positions)</td>
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<tr>
<td>Inform Mobile Site License</td>
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<tr>
<td>Inform Mobile Test or Training System Maintenance</td>
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<td>Inform RMS Accident</td>
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<td>Inform RMS Concurrent User License</td>
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<td>Inform RMS Disaster Recovery System Maintenance</td>
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<tr>
<td>Inform RMS Evidence and Barcoding</td>
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<td>Inform RMS Reporting Server License</td>
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<td>Inform RMS Server Software (B - 51-120 Users)</td>
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<tr>
<td>Inform RMS Site License</td>
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<tr>
<td>Inform RMS Test or Training System Maintenance</td>
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<tr>
<td>LINX Interface (Export)</td>
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<td>NCIC/State Query Position for Inform CAD</td>
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<td>NCIC/State Software Inform RMS Concurrent User</td>
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<td>Police to Citizen License (150,000 population)</td>
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<tr>
<td>Routing Server Disaster Recovery Maintenance</td>
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<td>Routing Server Test or Training Maintenance</td>
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<td>Securus XJail to Inform RMS Mugshot Import</td>
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<td>Standard Alpha Numeric Paging Interface</td>
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<td>$1,980.00</td>
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<tr>
<td>Service Description</td>
<td>Quantity</td>
<td>Price</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
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<tr>
<td>Standard AN/ALI Interface</td>
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<td>Standard EMD Integration</td>
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<td>Standard Inform CAD to External System Incident Data Transfer Interface</td>
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<tr>
<td>Standard Inform CAD to External System Incident Data Transfer Interface</td>
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<tr>
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<td>$3,300.00</td>
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<tr>
<td>Standard Pictometry Integration</td>
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<td>Standard RMS to Inform CAD Premise Data Transfer Interface (One-way flow)</td>
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<td>Standard USDD Station Alert Interface</td>
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<td>TriTech Message Switch Query Builder</td>
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<td>Virginia Supreme Court Citation Data Transfer (Bidirectional)</td>
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**Annual Software Support and Maintenance Fee(s) Total:** $239,077.84

### Payment Milestones*

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<tr>
<th>Service Description</th>
<th>Cost</th>
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<tbody>
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<td>Annual Support and Maintenance – Year 3 (2nd Renewal Support Term)</td>
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<td>Annual Support and Maintenance – Year 4 (3rd Renewal Support Term)</td>
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<td>Annual Support and Maintenance – Year 5 (4th Renewal Support Term)</td>
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<tr>
<td>Annual Support and Maintenance – Year 6 (5th Renewal Support Term)</td>
<td>$305,130.64</td>
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</tbody>
</table>

*The Software Support fee for the initial term of the annual Software Support, beginning at the first Go Live and ending 12 (twelve) months thereafter (Year 1), is included in the Contract Price of this Agreement. Thereafter, annual Software Support fees will be invoiced in accordance with the Software Support Agreement.

Amendment One to Order #00001822  
Page 17 of 62
EXHIBIT 3

END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") sets forth the terms and conditions under which CentralSquare's Inform Software (herein the "CentralSquare Software") is licensed to Customers. This EULA may not be modified without the prior written agreement of CentralSquare.

1.0 License.

a. In consideration for, and subject to, the payment of the license fee(s) specified in this Amendment, and the other promises, covenants and conditions herein, Customer is granted the following licenses to the Software:

1.1.1 The CentralSquare Software: A perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to Use the CentralSquare Software and the Documentation for said Software for Customer's own internal use for the applications described in the Statement of Work at the Designated Location, in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Exhibit A. Customer may make additional copies of the CentralSquare Software as reasonably required for archival or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 7.0 herein. Additional CentralSquare Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 2.0. Customer shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/or, or transfer any CentralSquare Software or Documentation, or permit others to do said acts, except as provided in this EULA. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the CentralSquare Software license. In such event, Customer shall not be entitled to a refund of any license fees paid.

The CentralSquare Software may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, Customer shall be entitled to Use the CentralSquare Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the Designated Location, provided that the CentralSquare Software is installed and operated at only one physical location.

1. Each copy of the CentralSquare Software provided under this license that is identified in Exhibit A of this Agreement as a Disaster Recovery license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided that Software is not simultaneously operating on both the Production System and Disaster Recovery System.

2. Notwithstanding anything to the contrary in this Section, if Customer has purchased the Inform CAD API license, Customer may use such Software to develop original applications which interface with the CentralSquare Software. The development and use of such interfacing applications is specifically permitted under the license herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, CentralSquare shall not acquire any right, title or interest in such Customer developed non-derived applications, whether as owner, joint owner or otherwise.

ii. Subcontractor Software: Licenses for any applicable Subcontractor Software provided by CentralSquare in connection with the applicable purchase or implementation agreement between CentralSquare and Customer are set forth in the applicable subcontractor's license agreement provided as an exhibit such agreement.

iii. System Software: The licenses set forth in the applicable vendor's license agreement that accompany Software are incorporated herein. Third-party Products providing supplemental software code to the CentralSquare Software and not subject to separate licensing provisions shall be licensed in accordance with the terms of this Agreement.

b. These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable license agreements.

2.0 Intellectual Property Infringement.

2.1 CentralSquare represents and warrants that, to its actual, current knowledge, the CentralSquare Software does not infringe the copyrights, patents, trade secrets or trademarks (collectively "Intellectual Property Rights") of any third-party. In the event of a claim, action or proceeding (collectively "Claim") brought by CentralSquare about infringement of the CentralSquare Software of the Intellectual Property Rights of a third-party, CentralSquare will at its expense defend against such Claim, provided that Customer immediately notifies CentralSquare of such Claim and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user documentation.) Customer may participate in the defense of such Claim at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, then CentralSquare will return to Customer the CentralSquare Software license fee(s) paid by Customer under this EULA less a portion of said fee(s) for Customer's use of the CentralSquare Software, prorated over a period of three (3) years, and the licenses granted in this EULA shall terminate. In addition, in the event such Claim results in a final money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third-party, CentralSquare will indemnify Customer therefrom to the extent indemnification for such judgment is not provided under Customer's insurance policies (unless Customer is self-insured in which case the preceding clause shall not apply). This Section 5 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this EULA.

2.2 Notwithstanding the above, CentralSquare shall have no duty under this Section 5 with respect to, and Customer shall not bring an action
against CentralSquare for indemnification or other causes of action with respect to any Claim arising from or related to Infringements (i) by the equipment or operating system software upon or with which the CentralSquare Software runs, (ii) arising out of modifications to the CentralSquare Software not made by or under the direction of CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software prepared pursuant to specifications or other material furnished by or on behalf of Customer.

9.0 Force Majeure. Neither party shall be liable for delays or failures of performance resulting from circumstances beyond their control, including without limitation, acts of God, transportation delays, riots, acts of war or terrorism, government regulations imposed after the date of this EULA, communications line or other network failures, interruptions or delays, or power failures.

10.0 General Terms.

10.1 This EULA represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the CentralSquare Software, and CentralSquare Documentation and supersedes all prior written agreements, oral agreements, representations, descriptions, understandings or negotiations with respect to the matters covered by this EULA. If any term, provision, condition or covenant of this EULA is held to be invalid, void or unenforceable, the rest of the EULA shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this EULA shall be effective unless it is in writing and signed by an authorized officer of CentralSquare. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this EULA nor any rights or obligations hereunder shall be assigned or otherwise transferred by Customer without the prior written consent of CentralSquare. This EULA shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this EULA except as provided hereinafore. A facsimile or electronic signature copy of this EULA and its exhibit(s) may be used as an original.

10.2 Except to the extent that this EULA is governed by the laws of the United States, this EULA shall be governed, interpreted and enforced in accordance with the laws of the State of Virginia, USA, without regard to its conflict of law provisions or the United Nations Convention for the International Sale of Goods.

10.3 All notices required to be given under this EULA shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or email followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given given three (3) days after mailing pursuant to (i) above, or one (1) day after full compliance with (i), (iii) or (iv) above.
EXHIBIT 4

SOFTWARE SUPPORT AGREEMENT

CENTRALSQUARE SOFTWARE SUPPORT TERMS
Inform CAD, Inform Mobile, Inform RMS, and Interfaces

This Exhibit defines the support terms for the CentralSquare Inform Software provided under this Amendment One to Order #00001822 between CentralSquare and the Customer.

1.0 DEFINITIONS

1.1 All capitalized terms used in this Exhibit and not otherwise defined herein shall have the meanings given them in this Amendment to which this Exhibit 4 is attached, which section is incorporated by reference herein as though set forth in full.

1.2 Within this Exhibit Customer or “Customer” shall mean the Board of Supervisors of Spotsylvania County, Virginia.

2.0 TERM AND TERMINATION

2.1 The Initial Term of Software Support services provided under this Exhibit shall begin at first Go Live for the CentralSquare Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of the terms herein and payment of the renewal Software Support fees as described in Addendum A. Provided that notice of termination has not been provided in accordance with section 2.3 below, no less than thirty (30) days prior to the expiration of the then current support term, and no less thirty (30) days prior to each annual anniversary thereof, Customer shall be provided a Software Support renewal notice for signature. The terms and conditions upon which Software Support shall be offered for renewal terms may be changed at CentralSquare’s discretion, subject to written notice to, and agreement of the Customer.

2.3 Either party may terminate annual Software Support under this Exhibit upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Exhibit, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party’s business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by Customer within ninety (90) days’ prior to the end of the then current support term.
3.0 SUPPORT FEE(S)

3.1 Following the Initial Term of Software Support, either party may terminate this Exhibit upon written notice to the other party ninety (90) days prior to the end of the then current annual support term.

3.2 Unless otherwise terminated as provided herein, CentralSquare shall notify Customer in writing no later than thirty (30) days prior to the end of the Initial Term of Software Support for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all CentralSquare Software applications and modules licensed to Customer. The Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Customer during any annual support period will result in additional support fees which shall be prorated to be coterminous with Customer’s then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by CentralSquare for support services provided at Customer’s site or other locations remote from CentralSquare’s principal place of business. Such expenses shall be paid by Customer on receipt from of a properly documented and executed Customer voucher for such expenses.

3.4 If Customer ceases to keep this Exhibit in force, any resumption of such annual support shall be subject to payment by Customer of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Customer’s system current, which fees shall be charged at the then current rates for such services, shall also be the responsibility of the Customer. These services and fees must be approved by the Parties in advance of the services being delivered. Customer acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by CentralSquare or CentralSquare to further development, enhancement and support of the Inform Software must be spread over the entire Inform Customer base and fairly shared by all Inform Software users.

3.6 Except for taxes for which Customer provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Addendum, and/or Customer’s use thereof, then such taxes shall be invoiced to and paid by Customer on receipt of such invoice.

4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1 CentralSquare will provide support services as more fully described in Addendum B.

4.2 Customer shall appoint a principal point of contact with a level of knowledge of the Inform Software and Customer’s computer environment to manage the reporting of Software
Errors to CentralSquare in accordance with the Software Error Guidelines and Procedures set forth in Addendum B.

4.3 CentralSquare and Customer shall perform their obligations under this Exhibit in a professional and ethical manner and ensure a work environment free of unlawful harassment. Issues related to this provision shall be reported in writing by the reporting party’s supervisor, manager, or executive as applicable to the other party’s respective counterpart for applicable resolution.

5.0 SOFTWARE ERROR CORRECTION AND ACCESS

5.1 If, during the term of this Exhibit, Customer determines that Software Error(s) exist, it will first follow any error procedures specified in the CentralSquare Documentation. If following the error procedures does not correct the Software Error, Customer shall promptly notify CentralSquare pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by CentralSquare. Upon notification of a reported Software Error, CentralSquare shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If CentralSquare is unable to reproduce the Software Error at CentralSquare’s facility, the Customer will assist in the research of a support issue including logging or other diagnostic tools as provided by CentralSquare. CentralSquare will provide onsite assistance if the Customer and CentralSquare determine that it is necessary for CentralSquare personnel to travel to Customer’s site to reproduce the error. If it is determined that reported problem was caused by the CentralSquare Software, CentralSquare will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, third-party software or hardware, or System Software, or is otherwise not attributable to the CentralSquare Software Customer shall reimburse CentralSquare for its travel expenses incident to the on-site visit, as well as CentralSquare’s labor related to the on-site visit at its then current hourly rates for technical support and engineering.

6.0 SOFTWARE UPDATES

6.1 From time to time at CentralSquare’s discretion, Updates to the CentralSquare Software and CentralSquare Documentation will be developed and provided to Customer. All Updates to the CentralSquare Software and CentralSquare Documentation shall be subject to the terms and conditions of the Agreement and shall be deemed licensed CentralSquare Software thereunder. (Updates do not include new applications or separate modules or functions that are separately licensed and priced.)

7.0 LIMITATIONS

7.1 Software Support for the CentralSquare Software shall be subject to and conditional on Customer’s implementation and use of a version of the CentralSquare Software that is the most current general release version thereof that is offered to Customer. If Customer does not implement the most current general release version when it is made available,
CentralSquare shall only be obligated to provide Software Support for Customer's version of the CentralSquare Software for a period of twelve (12) months thereafter.

7.2 CentralSquare shall not be obligated to provide Software Support if Customer is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, CentralSquare shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the CentralSquare Software are caused by modification of the CentralSquare Software, System Software, or Equipment by Customer or a third-party.

7.3.2 Problems in the CentralSquare Software are caused by the CentralSquare Software not being used in accordance with the CentralSquare Documentation, or other written instructions provided by CentralSquare, or by misuse or neglect.

7.3.3 Problems in the CentralSquare Software are caused by software not provided by CentralSquare, or not specified as compatible in the CentralSquare Documentation. (The procedures for loading third-party software on a Workstation or Server are set forth in paragraph 7.4 of this Exhibit.)

7.3.4 Problems in the CentralSquare Software are caused by equipment which does not meet the configuration requirements, or Customer does not maintain the site and facility as specified in the CentralSquare Documentation.

7.3.5 Problems in the CentralSquare Software are caused by one or more computer viruses that have not been introduced into Customer's system by CentralSquare. Customer shall maintain up to date virus checking software in accordance with CentralSquare Documentation and shall check all software received from CentralSquare or any other person or entity for viruses before introducing that software into any part of the CentralSquare System. If desired by Customer, CentralSquare will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CentralSquare, CentralSquare will provide a virus-free copy of the CentralSquare Software, and will, at its expense, reload said software on Customer’s Equipment. Customer shall practice reasonable back-up procedures for the CentralSquare System in accordance with CentralSquare Documentation.

7.3.6 Problems in the CentralSquare Software are caused by third-party software, or System Software, including, but not limited to operating system software.

7.3.7 Problems in the CentralSquare Software are caused by Equipment or software provided by Customer or third parties with which the CentralSquare Software interfaces or operates (including but not limited to any applicable subcontractor software or hardware), including but not limited to problems caused by changes in such Equipment or software.
7.4 If, at any time after installation of the System, Customer desires to load on a Workstation or Server any software not provided by CentralSquare, it shall, before loading such software, follow the procedures regarding third-party software compatibility in the CentralSquare Documentation, and contact the CentralSquare Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by CentralSquare with respect to such software, including but not limited to its suitability, operability or capability to meet Customer’s needs or expectations. Customer agrees that if the loading of such third-party software degrades the performance of the System, Customer shall immediately uninstall such software. CentralSquare shall not have any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, applicable subcontractor software, or any other item provided by CentralSquare under this Exhibit, including but not limited to any liabilities for damages related thereto in connection with the installation of such third-party software.

7.5 CentralSquare Software Support under this Exhibit, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in applicable subcontractor software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Customer (“Third-party Changes”). Any such services shall be subject to additional charges by CentralSquare and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, CentralSquare shall be under no obligation, express or implied, with respect to such Third-party Changes.

7.6 Problems in the CentralSquare Software or transmission of data caused by wireless services are not warranted by CentralSquare, or covered under the terms of this Exhibit. Customer’s use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Customer’s sole risk.

7.7 Customer is responsible for maintaining the required certifications for access to Customer’s state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1 Maintenance and support for Equipment provided under the Amendment, if applicable, is not included under this Exhibit. However, since proper computer equipment maintenance is required for proper system operation, Customer shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the CentralSquare Software, or to provide such maintenance in-house with qualified personnel. If Customer determines that an item of Equipment provided under the Amendment does not perform as provided in the applicable specifications, Customer may contact CentralSquare using the procedures described in Addendum B. CentralSquare shall thereupon provide Help Desk services to Customer with respect to the reported problem and reasonable assistance, as defined
in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, CentralSquare is not and shall not be a party to such third-party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.

8.2 Maintenance and support for applicable subcontractor software, subcontractor hardware, or System Software sold or licensed under the Agreement shall be subject to and provided in accordance with any maintenance agreements between Customer and the suppliers thereof, or other third-party maintenance providers. If Customer determines that an item of subcontractor software or hardware, or System Software provided under the Amendment does not perform as provided in the applicable Specifications, Customer may contact CentralSquare using the procedures described in Addendum B. CentralSquare shall thereupon provide Help Desk services to Customer with respect to the reported problem and provide reasonable assistance to Customer in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a CentralSquare Software issue or an issue with a Third-party Item that needs to be addressed by the applicable vendor. As part of the evaluation process, CentralSquare will share with the Customer non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led CentralSquare to diagnose the Third-party Item as the likely cause and which may aid the Customer in seeking a resolution from the applicable manufacturer or vendor. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the CentralSquare Software and is not caused by a Customer specific installation or configuration of the O/S, CentralSquare will work with Microsoft to coordinate the resolution. Notwithstanding the above, CentralSquare is not and shall not be a party to such third-party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.
ADDENDUM A

SUPPORT FEES

Support fees for the Initial Software Support Term (year 1) beginning at first Go Live for the CentralSquare Software and ending twelve (12) months thereafter are included under Exhibit 2 Pricing and Payment Milestones of the Amendment.

Unless otherwise stated in Exhibit 2, CentralSquare’s Software Support fees do not include fees for third-party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

Option, if applicable:

As further defined in Exhibit 2 hereto, standard Software Support for Inform RMS is provided on an 8x5 basis. Support fees for 8x5 support are calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Customer may purchase Software Support on a 24x7 basis with the applicable adjustment in support fee. If this option has been chosen, check the box below:

Optional Support Upgrade to 24x7 for Inform RMS  Yes ☑
ADDENDUM B

SOFTWARE ERROR CORRECTION
GUIDELINES AND PROCEDURES

(1) All CentralSquare Software Errors reported by Customer’s personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Customer may elect to downgrade the urgency of the issue if the operational impact is not severe. The Customer may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from CentralSquare’s Customer Service Group.

(2) If Customer determines a Software Error exists, Customer shall immediately notify CentralSquare by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by CentralSquare.

Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through CentralSquare’s Support website via the Customer Service portal on CentralSquare’s website.

(3) “Normal Customer Service Hours” (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding CentralSquare holidays.

(4) The main support line will be answered by CentralSquare’s Customer Service Department, or CentralSquare’s answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the CentralSquare operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to CentralSquare’s answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@CentralSquare.com.
(7) CentralSquare has approved Bomgar as the sole primary form of support connectivity for CentralSquare’s software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Customer has access to log information through the CentralSquare support ticket management system Customer portal on CentralSquare’s website. Backup support connectivity is also required. The Customer will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Customer’s team to assist in troubleshooting.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a CentralSquare representative will return the call in a manner consistent with the priority and order in which the call was received. Customer will make every effort to respond to CentralSquare in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Customer may request escalation of the issue in accordance with the CentralSquare Documentation.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the CentralSquare Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Agreement.
Inform CAD, Inform Mobile, Inform Me, Field Ops, Inform Browser, Interfaces, and GIS
Link Response Matrix, Caller Location Query (CLQ),

<table>
<thead>
<tr>
<th>Priority</th>
<th>Issue Definition</th>
<th>Response Time</th>
</tr>
</thead>
</table>
| Priority 1 - Critical Priority | 24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:  
   - Inform CAD, Inform Mobile, Inform Me, Field Ops, or Interfaces are down as further defined in the Special Note #1 below.  
   - Critical servers inoperative, as listed in Special Note #1.  
   - Complete interruption of call taking and/or dispatch operations  
   - Loss of transactional data & transactional data corruption  
   
   This means one or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations, or disabling Inform Me, or Field Ops. These Software Errors are defined in Special Note #1, below. | Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.  
   After Normal Customer Service Hours: Thirty (30) minute callback after Customer telephone contact to 800. 987.0911.  
   Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.                                                                            |
| Priority 2 - Urgent Priority   | 24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.  
   
   A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations, or Inform Me or Field Ops users). These Software Errors are defined in more detail in Special Note #2, below. | Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.  
   After Normal Customer Service Hours: One (1) hour callback after Customer telephone contact to 800. 987.0911.  
   Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.                                                                            |
| Priority 3 - High Priority     | Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible.  
   
   A significant number of Inform CAD, or Inform Mobile, workstations, or Inform Me or Field Ops users are negatively impacted by this error (e.g., does not apply to a minimal set of workstations or users). | Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered by the first available representative but not longer than 5 minutes after the initial phone call.  
   High Priority issues may also be reported via support@CentralSquare.com.  
   High Priority Issues are not managed after Normal Customer Service Hours.                                                                                                                      |
<table>
<thead>
<tr>
<th>Priority</th>
<th>Issue Definition</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 4 –</td>
<td>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.</td>
<td>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. <strong>Medium Priority issues may also be reported via <a href="mailto:support@CentralSquare.com">support@CentralSquare.com</a>.</strong> <strong>Medium Priority issues are not managed after Normal Customer Service Hours.</strong></td>
</tr>
<tr>
<td>Medium Priority</td>
<td></td>
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<tr>
<td>Priority 5 –</td>
<td>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Customer technical questions or usability questions</td>
<td>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. <strong>Low Priority issues may also be reported via <a href="mailto:support@CentralSquare.com">support@CentralSquare.com</a>.</strong> <strong>Low Priority issues are not managed after Normal Customer Service Hours.</strong></td>
</tr>
<tr>
<td>Low Priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority</td>
<td>Resolution Process</td>
<td>Resolution Time</td>
</tr>
<tr>
<td>Priority 1 –</td>
<td>CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production system.</td>
<td>CentralSquare will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume live operations on the production system. <strong>CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</strong></td>
</tr>
<tr>
<td>Critical Priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 2 –</td>
<td>CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production system.</td>
<td>CentralSquare will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume normal operations on the production system. <strong>CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</strong></td>
</tr>
<tr>
<td>Urgent Priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 3 –</td>
<td>CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.</td>
<td>CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare’s User base. <strong>Priority 3 issues have priority scheduling in a subsequent release.</strong></td>
</tr>
<tr>
<td>High Priority</td>
<td></td>
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<tr>
<td>Priority 4 –</td>
<td>If CentralSquare determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</td>
<td>CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future</td>
</tr>
<tr>
<td>Medium Priority</td>
<td></td>
<td></td>
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</tbody>
</table>
| Priority 5  -  
<table>
<thead>
<tr>
<th>Low Priority</th>
<th>Resolution Process</th>
<th>Resolution Time</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Low Priority issues are logged by CentralSquare and addressed at the company's discretion according to CentralSquare's roadmap planning process.</td>
<td>There is no guaranteed resolution time for Low Priority issues.</td>
</tr>
</tbody>
</table>

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
   a. Users are unable to enter new requests for service via the emergency or scheduled call taking screen.
   b. All users are unable to verify an address from within the emergency or scheduled call taking screen.
   c. The Inform CAD System is down and all workstations will not launch or function.
   d. The Inform CAD System is inoperable due to transactional data corruption caused by CentralSquare Software.
   e. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e.g., Premise History).
   f. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).

2. Inform Mobile, Inform Me, Field Ops:
   a. The Inform Mobile System, Inform Me or Field Ops is down and all unit mobile devices are unable to log in or function.
   b. The Inform Mobile System is inoperable due to data corruption caused by CentralSquare Software.
   c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).

3. Inform Browser, and GILink:
   a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
   a. Inform CAD users are severely impacted due to one of the following conditions:
      i. A significant number of users (50% or more) are unable to verify an address from within the emergency or scheduled call-taking screen.
      ii. The inability to view/edit premise or caution note information.
      iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
      iv. The system does not perform unit recommendations.
      v. Inability to assign a unit to an incident.
      vi. Inability to change a unit's status.
      vii. Inability to close an incident.
      viii. Inability to view incident information needed to dispatch an incident.
      ix. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.

2. Inform Mobile, Inform Me, Field Ops:
   a. Inform Mobile, Inform Me or Field Ops users are severely impacted due to one of the following conditions:
      i. Inability to receive new requests for service from Inform CAD.
      ii. Inability to view incident information needed to dispatch an incident.
      iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
      iv. Inability to enter a traffic stop or on-view incident.
      v. The inability to view premise or caution note information.
      vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.

3. Inform CAD/Mobile Interfaces:
   a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring
significant delay in the interface processing a station alert as part of a unit assignment (once it is
diagnosed that is not being caused by the station alerting system).

b. An Inform CAD Paging Interface is down.
c. An interface used for personnel rostering is down.
d. A CAD-to-CAD Interface is down or repeatedly fails to process information into an incident.
e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
f. An ANI/ALI interface repeatedly fails to process information into an incident.
g. An interface to an external rostering system used to logon units is down.
h. An AVL interface fails to process updates for over 50% of units.
i. A mobile interface (MDT or MDC) repeatedly fails to process Incident or status change information.
j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

4. Inform Browser:
   a. Inform Browser is down and no workstations are able to login (unrelated to the Customer's
      network).

5. GISLink:
   a. There are no Urgent Priority (Priority 2) issues for this product.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service
  Hours support. This would change if the Production System has failed over to the Disaster Recovery System, or
  during a failover of the Disaster Recovery System, the Disaster Recovery System will be supported as the
  Production System. Following a test failover if the Disaster Recovery System is inoperable for more than one (1)
  business day, CentralSquare will work to resolve the problem according to the Priority 2 response and resolution
  criteria included above.

- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal
  Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes, as
  necessary, dictated by State and Federal agencies having authority over these programs will be provided in a
  subsequent update.
### Inform RMS/FBR

<table>
<thead>
<tr>
<th>Priority</th>
<th>Issue Definition</th>
<th>Response Time</th>
</tr>
</thead>
</table>
| **Priority 1 – Critical Priority** | Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on to the system. This is defined as the following:  
  - CentralSquare Inform RMS/FBR server software inoperative  
  - Loss of ability for all Inform RMS/FBR users to log on to system  
  - Loss of transactional data & transactional data corruption  
  This means one or more critical server components are non-functional disabling Inform RMS/FBR workstations. These Software Errors are defined in Special Note #1, below. | Normal Customer Service Hours: Telephone calls to 800.997.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.  
**After Normal Customer Service Hours:**  
**Unless optional 24x7 support is contracted, support for Inform RMS/FBR is not managed after Normal Customer Service Hours.**  
**If optional 24x7 support is contracted, after Normal Customer Service Hours:**  
**Thirty (30) minute call back after Customer telephone contact to 800.987.0911.**  
Priority 1 issues must be called in via 800.997.0911 in order to receive this level of response, |
| **Priority 2 – Urgent Priority**   | Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.  
  - Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system  
  - Loss of ability to transfer Inform FBR Reports  
  A significant number of the Inform RMS/FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS/FBR workstations). These Software Errors are defined in more detail in Special Note #2, below. | Normal Customer Service Hours: Telephone calls to 800.997.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.  
**After Normal Customer Service Hours:**  
**Unless optional 24x7 support is contracted, support for Inform RMS/FBR is not managed after Normal Customer Service Hours.**  
**If optional 24x7 support is contracted, after Normal Customer Service Hours:**  
**One (1) hour call back after Customer telephone contact to 800.987.0911.**  
Priority 2 issues must be called in via 800.997.0911 in order to receive this level of response, |
<table>
<thead>
<tr>
<th>Priority</th>
<th>Issue Definition</th>
<th>Response Time</th>
</tr>
</thead>
</table>
| **Priority 3 - High Priority** | Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaroun available, but which does negatively impact the User from performing a common Inform RMS/FBR function. Such errors will be consistent and reproducible.  
- Loss of Non-Critical Data (with "Non-Critical" being defined as not causing an error classified as a P1 or P2 error (above).  
- NIBRS State reporting issues that cause agency reports to exceed State error submission limits  
- UCR reporting multiple occurrence of inaccurate data  
A significant number of Inform RMS/ workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations). | Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.  
High Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.  
High Priority issues are not managed after Normal Customer Service Hours. |
| **Priority 4 - Medium Priority** | Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions. | Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.  
Medium Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.  
Medium Priority issues are not managed after Normal Customer Service Hours. |
| **Priority 5 - Low Priority** | Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Customer technical questions or usability questions | Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.  
Low Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.  
Low Priority issues are not manager after Normal Customer Service Hours. |
<table>
<thead>
<tr>
<th>Priority</th>
<th>Resolution Process</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 -</td>
<td>CentralSquare will provide a procedural or configuration workaround or a code</td>
<td>CentralSquare will work continuously (including after hours) to provide the</td>
</tr>
<tr>
<td>Critical</td>
<td>correction that allows the Customer to resume live operations on the production</td>
<td>Customer with a solution that allows the Customer to resume live operations on the</td>
</tr>
<tr>
<td>Priority</td>
<td>system.</td>
<td>production system.</td>
</tr>
<tr>
<td>Priority 2 -</td>
<td>CentralSquare will provide a procedural or configuration workaround or a code</td>
<td>CentralSquare will work continuously (including after hours) to provide the</td>
</tr>
<tr>
<td>Urgent</td>
<td>correction that allows the Customer to resume normal operations on the production</td>
<td>Customer with a solution that allows the Customer to resume normal operations on</td>
</tr>
<tr>
<td>Priority</td>
<td>system.</td>
<td>the production system.</td>
</tr>
<tr>
<td>Priority 3 -</td>
<td>CentralSquare will provide a procedural or configuration workaround that allows the</td>
<td>CentralSquare will work to provide the Customer with a resolution which may</td>
</tr>
<tr>
<td>High</td>
<td>Customer to resolve the problem.</td>
<td>include a workaround or code correction within a timeframe that takes into</td>
</tr>
<tr>
<td>Priority</td>
<td></td>
<td>consideration the impact of the issue on the Customer and CentralSquare's User</td>
</tr>
<tr>
<td>Priority 4 -</td>
<td>If CentralSquare determines that a reported Medium Priority error requires a code</td>
<td>CentralSquare will work to provide the Customer with a resolution which may</td>
</tr>
<tr>
<td>Medium</td>
<td>correction, such issues will be addressed in a subsequent release when applicable.</td>
<td>include a workaround or code correction in a future release of the software.</td>
</tr>
<tr>
<td>Priority 5 -</td>
<td>Low Priority issues are logged by CentralSquare and addressed at the company's</td>
<td>There is no guaranteed resolution time for Low Priority issues.</td>
</tr>
<tr>
<td>Low Priority</td>
<td>discretion according to CentralSquare's roadmap planning process.</td>
<td></td>
</tr>
</tbody>
</table>

**Special Note #1:** Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS/FBR System:
   a. The Inform RMS/FBR System is down and unavailable for queries or process reports.
   b. The Inform RMS is inoperable due to data corruption caused by CentralSquare Software.
   c. Law enforcement users are unable to send or receive justice queries and transactions (this Priority applies if the functionality is available through no other available methods within the CentralSquare Software).

**Special Note #2:** Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS/FBR:
   a. The inability to create, save, access, or close records.
   b. The inability to enter property in the evidence module.
   c. The inability to move a piece of property to another location.
   d. The inability to assign a case to an investigator.
   e. The inability to create UCR/NIBRS State Reports.
   f. The inability to complete an expungement on a name record.
   g. The system does not display active master name alerts.
   h. The system does not display active warrants for a master name.
   i. The inability to create, save, access, or close reports.
   j. The inability to transfer a report to RMS.
k. The inability to provide master resolution during entry.
l. A report is unable to complete the approval workflow.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:
  
  A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.
EXHIBIT 5

SUBSCRIPTION SERVICE LICENSE AND USE AGREEMENT

This Exhibit provides the terms for the CentralSquare Inform Software Subscription Service provided under Amendment One to Order #00001822 between CentralSquare and the Customer.

I. Definitions

A. All capitalized terms used in this Exhibit and not otherwise defined herein shall have the meanings given them in the Amendment to which this Exhibit 5 is attached, which section is incorporated by reference herein as though set forth in full.

B. Within this Exhibit Customer or “Customer” shall mean the Board of Supervisors of Spotsylvania County, Virginia

II. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the “Subscription Agreement”) is made by and between, CentralSquare and the Customer. CentralSquare and Customer may also be referred herein individually as “Party”, or collectively as the “Parties”.

III. Services; Software.

A. Under the terms of this Subscription Agreement, CentralSquare will be responsible for providing the following services (“Services”):

(i) Hosting CentralSquare’s software (“Software” as further specified below in Schedule A “Licensed Products”) for its online programs and corresponding module(s) as indicated in Exhibit 2 of the Amendment;

(ii) Providing the Customer with technical support for the Software as set forth in Schedule B (“Technical Support”) or Schedule C (“Technical Support - eCitation”), database hosting and other related services as further defined in Exhibit 2 of the Amendment and Exhibit 1 of this Amendment the Statement of Work;

(iii) Providing the Customer with remote access to search Customer’s data and report on Customer’s data through the Software and the applicable
database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule B or C, as applicable, hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;

(iv) Providing the Customer with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist Customer with its use of the Software ("Documentation");

(v) Enabling Customer to update the applicable databases and obtain the agreed upon data processing output;

(vi) Providing any other Software related services stated in Exhibit 2 of the Amendment (together, the "Subscription Services"). Schedule B and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Customer;

(vii) Providing the Customer with initial training as stated in Exhibit 1 of this Amendment; and

(viii) Populating the Software and the associated database(s) with Customer Information (as defined in Section VII (B) hereof) and otherwise assist Customer with the setup of the Software (together, the "Implementation Services").

(ix) If applicable, CentralSquare and Customer shall mutually agree in writing on a schedule for transfer of data from Customer’s existing system to the applicable

B. Force Majeure. CentralSquare shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Customer or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond CentralSquare’s reasonable control.

C. This Subscription Agreement allows Customer to use the Software located on CentralSquare’s servers, to which Customer will be granted limited remote access. Customer shall not receive a physical copy of the Software in any form but will have the ability to use the Software on CentralSquare’s servers, and to access the Software remotely as directed by CentralSquare.

IV. License; Access.

A. Provided that Customer has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to Customer a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare’s servers, through Customer’s computer(s) for Customer’s internal operational use only for the Term
set forth in Section VI unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Customer. The Subscription Services may only be accessed by an Authorized User. Customer is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.

B. For purposes of this Subscription Agreement, an “Authorized User” is an individual (i) who is an employee of Customer, a contractor or other representative of Customer and (ii) who has been properly issued a valid password that subsequently has not been deactivated.

C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Customer is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third-party. Customer shall assign a "Customer Administrator" to provide such password management and control. Upon request by Customer, additional Authorized Users' passwords shall be activated by CentralSquare.

D. Customer acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare’s security and data protection process and procedures and, (ii) that CentralSquare will rely on Customer utilizing and maintaining proper password control obligations and procedures. In the event that Customer has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Customer shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Customer without further notice to Customer or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Customer and use of these passwords within Customer’s organization in compliance with the terms of this Agreement.

E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified in Exhibit 1 or Exhibit 2 of the Amendment.

V. Fees; Payment; Taxes.

A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Customer shall pay those fees and charges set forth in Exhibit 2 of the Amendment (together, “Fees”). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal term which shall be mutually agreed and set forth in the Software Support renewal notice.

B. As consideration for use of the Subscription Services during renewal contract terms, Customer shall pay those fees and charges set forth in the Software Support renewal notice (together, “Fees”).

C. CentralSquare shall notify Customer prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term.
Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.

D. All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

E. CentralSquare Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Customer requests to pay by wire transfer or ACH.

F. Any amounts payable pursuant to this Agreement are to be net to CentralSquare and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due CentralSquare under this Agreement, Customer shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on CentralSquare income.

VI. Term and Termination; Suspension of Services.

A. This Subscription Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Customer will be able to access the service and authorize users. If Customer terminates this Agreement at any time from contract execution through the Initial Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Customer terminates this Subscription Agreement for convenience during any Renewal Term, Customer shall pay one hundred percent of the remaining fees owed for the Renewal Term.

B. At the conclusion of the Initial Term, this Subscription Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

C. Either Party may terminate this Subscription Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
D. Customer may terminate this Subscription Agreement if CentralSquare breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.

E. In addition to the circumstances as described in Subsection V(F) below, CentralSquare may terminate this Agreement at any time upon thirty (30) days prior written notice to the Customer. In the event of termination by CentralSquare pursuant to this Subsection V(E), Customer shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.

F. If Customer's scheduled Subscription Services payment or any other amount due and owing by Customer to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.

G. Upon the effective date of expiration or termination of this Subscription Agreement: (i) CentralSquare will immediately cease providing Customer with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Customer shall immediately pay in full to CentralSquare any and all monies that are owed by the Customer CentralSquare under this Subscription Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.

H. Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Customer's utilization of the Services, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.

I. If all or any components of the Services have been terminated as a result of a breach by Customer, or suspended as provided herein, and Customer requests that all or any component of the Services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all Fees due and owing hereunder.

J. In the event of expiration or termination of this Subscription Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of this Subscription Agreement, CentralSquare shall remove and destroy Customer's data. CentralSquare will not return the data to the Customer as the Customer still retains the source data.
K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Subscription Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VII. Customer Responsibilities.

A. In conjunction with its obligation to participate in the Implementation Services, Customer will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Customer's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Customer Administrator who has attended training offered by CentralSquare to Customer. The Customer Administrator that the Customer appoints may be replaced at any time at the sole discretion of the Customer upon Customer's written notice to CentralSquare so long as the newly appointed Customer Administrator has attended CentralSquare's training. Customer will be charged additional fees for any such training for Customer's employees beyond the initial training for the Software that is a part of the Implementation Services.

B. Customer is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.

C. Customer is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Customer Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Customer's responsibility to assure that the initial and one-time importing of the Customer Information into Customer's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Object Code not already populated by CentralSquare and the input and modification of Customer's database shall be performed solely by Customer. The Customer Information that is to be included in Customer's database shall be provided by Customer in a digital form that complies with the requirements of the Customer Information format as stated in CentralSquare's policy for inputting Customer Information in any Documentation CentralSquare provides to Customer. In addition, Customer is solely responsible for the accuracy of any and all reports, displays and/or uses of Customer Information, whether or not CentralSquare assisted Customer with the development or construction of such reports and displays and other uses of the Customer Information.

D. Customer shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
E. Customer is responsible for maintaining an active e-mail account for correspondence with CentralSquare.

F. Customer is responsible for maintaining the required certifications for access to Customer’s state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.

G. Customer is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable application.

VIII. Confidentiality, Privacy and Business Associate Provisions.

A. In association with the execution of this Subscription Agreement and CentralSquare’s participation in the use and support of the Software, Customer has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as “Confidential Information”). Customer acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Customer hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Customer shall not disclose any of CentralSquare’s trade secrets or confidential information without CentralSquare’s prior written consent for any such disclosure.

B. In association with the execution of this Subscription Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Customer regarding the business of Customer, Customer Information for its utilization in connection with providing the Services to Customer, the records of patients served by Customer, accounts payable and accounts receivable of Customer, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Customer’s confidential information without Customer’s prior written consent for any such disclosure. “Customer Information” means confidential information about Customer’s business or its customers that (i) Customer and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Customer subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Customer Information except as expressly set forth in this Subscription Agreement.

C. In addition to CentralSquare’s obligations regarding nondisclosure of Customer Information set forth above, in the event that CentralSquare is a “Business Associate,” and Customer is a “Covered Entity” pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Subscription Agreement with respect to Protected Health Information (“PHI”) as provided in Addendum 1 attached to this Subscription Agreement.

D. Notwithstanding any provisions of this Subscription Agreement to the contrary, Customer may terminate this Subscription Agreement if Customer determines that CentralSquare has
violated a material term of this Subscription Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.

E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third-party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third-party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

G. Notwithstanding the foregoing, Customer understands and agrees that CentralSquare may transfer Confidential Information of Customer to a third-party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third-party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare’s and Customer’s interests as the terms stated herein. Customer acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Customer Information by Authorized Users.

H. CentralSquare is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all documents submitted by CentralSquare. Central Square may invoke the protections of 2.2-4342 of the Code of Virginia to protect trade secrets, proprietary information, and information or documents pertaining to security equipment and systems provided CentralSquare:

   a. Invoke the protections of this Section prior to, or upon submission of the data or materials.
   b. Provide a statement that identifies the data or other materials to be protected and states the reasons why protection is necessary.
   c. Submit proprietary or security information under separate cover in a sealed envelope clearly marked "CONFIDENTIAL".
   d. Customer reserves the right to submit such information to the County Attorney for concurrence of CentralSquare’s claim that it is in fact proprietary. Information submitted that does not meet the above requirements will be considered public information in accordance with the Virginia Freedom of Information Act (2.2-3700 et al, Code of Virginia, 1950 as amended).
IX. Ownership.

A. CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Customer agrees that the Subscription Services’ screens and any output of the Services, excepting the Customer Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Customer agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Subscription Agreement shall be construed as granting Customer any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

Customer agrees to contribute its data with respect to IQ Search and CrimeMapping to a database of information to be utilized by other Customer agencies to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Customer agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise made available to CentralSquare by Customer for any commercial purposes during or after the term of this Subscription Agreement provide that such data is anonymized; including information that constitutes, or results in, an improvement or other modification to the Software and Services. CentralSquare shall retain all rights and ownership to such aggregated data and improvements.

As between the parties, CentralSquare agrees that all Customer Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of Customer; provided, however, CentralSquare shall have the right to retain Customer Information in accordance with its obligations under the terms of this Subscription Agreement in the event that the return or the destruction of any Customer Information is infeasible.

The term “Developments” shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Subscription Agreement.

B. Customer will not have the ability to copy the Customer Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.
X. Disclaimer; Limitation of Liability.

A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR
CUSTOMER'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED
HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED,
INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY
AND FITNESS FOR A PARTICULAR PURPOSE.

B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE
UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL CENTRALSQUARE BE
LIABLE TO CUSTOMER OR ANY THIRD-PARTY, WHETHER IN CONTRACT, TORT, OR
OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL
DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF
BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN
CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE
SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD
BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL
SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR
COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH
THE SOFTWARE OR AS ADDED OR MODIFIED BY CUSTOMER OR ANY THIRD-PARTY,
OR DATA AS PROCESSED ON CUSTOMER'S OR CENTRALSQUARE'S COMPUTER
NETWORK. CUSTOMER BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER
NETWORK, INCLUDING CUSTOMER'S USE OF THE SOFTWARE, THE PERFORMANCE
OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON
EITHER CUSTOMER'S OR CENTRALSQUARE'S COMPUTER NETWORK.

D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CUSTOMER THAT, TO
CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN
USED IN ACCORDANCE WITH THIS SUBSCRIPTION AGREEMENT, DOES NOT VIOLATE
ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER
INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY AS OF THE DATE OF THIS
AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CUSTOMER
HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS,
CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING
REASONABLE ATTORNEYS FEES, INCURRED BY CUSTOMER ARISING OUT OF ANY
BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.

E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER,
FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT,
TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF
WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRAL SQUARE’S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

XI. Indemnification.

To the extent permitted by Virginia law, as of the Effective Date of the original Order, Customer shall indemnify and hold harmless Central Square from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys’ fees, arising from, in connection with, or incident to the Customer’s use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Subscription Agreement by Central Square. Customer does not waive any defenses it has, including but not limited to, sovereign immunity, with regards to this provision or any other provisions contained in this Amendment, Exhibits, or the original Order.

XII. Assignment.

Customer shall not transfer or assign any of its rights or obligations under this Subscription Agreement to any other person or entity without the express written permission of Central Square, which permission shall not be unreasonably withheld. Any assignment without such express written permission of Central Square shall result in the automatic termination of this Agreement.

XIII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Customer:

Written notices to Customer may be provided at the address listed for Customer on the signature page of this Agreement.

B. Written Notices to Central Square:

Central Square Technologies
1000 Business Center Drive
Lake Mary, FL 32476  
Attention: Contracts  

XIV. Governing Law.  

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Virginia, without regard to its conflict of law provisions.  

XV. Integration.  

This Subscription Agreement and the Amendment contain the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.  

This Subscription Agreement is made for the benefit of the parties, and is not intended to benefit any third-party or be enforceable by any third-party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Subscription Agreement are not subject to the consent of any third-party.  

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Subscription Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Subscription Agreement so adjudged to be invalid or unenforceable.
Schedule A
Subscription Service License & Use Agreement
Licensed Products

The following are supported under the support terms in Schedule B

☒ IQ Search Subscription
  ☒ State IQ Search - Includes access to data of other agencies in home state only, with consent to share Customer's data with other agencies statewide. No Cost for up to 10 seats.
  ☐ National IQ Search - Includes access to data of other agencies nationwide, with consent to share Customer's data with agencies nationwide.

☒ CrimeMapping.com - Included at no additional cost if Customer selects a data sharing option above.

☒ CrimeView Dashboard
☒ FireView Dashboard
☐ Advanced Reporting Module

The following are supported under the support terms in Schedule C

☒ eCitations

The following are supported under the Software Support Agreement.

☒ Caller Location Query (CLQ)
☐ ASAP Interface
☐ TriTech Message Switch Subscription for ASAP Interface
☒ Field Ops
☐ NEARme

Product pricing is listed in Exhibit 2 of the Amendment.
Schedule B

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

Product Updates:

From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation.

Technical Support Services:

Telephome Assistance. Customer will be given the telephone number for CentralSquare’s support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding CentralSquare holidays, to consult with CentralSquare technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Website Support. Online support is available 24 hours per day, offering Customer the ability to resolve its own problems with access to CentralSquare’s most current information. Customer will need to enter its designated user name and password to gain access to the technical support areas on CentralSquare’s website. CentralSquare’s technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. Customer may submit requests to CentralSquare identifying potential problems in the Software. Requests should be in writing and directed to CentralSquare by e-mail, FAX, or through CentralSquare’s Support website. CentralSquare retains the right to determine in its sole discretion the final disposition of all requests, and will inform Customer of the disposition of each request. If CentralSquare decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. Applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the Updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message.
CentralSquare Service Commitment

Provided that Customer remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet CentralSquare's recommended specifications, CentralSquare shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third-party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If CentralSquare provides support services for a problem caused by a Nonqualified Product, or if CentralSquare's service efforts are increased as a result of a Nonqualified Product, CentralSquare will charge time and materials for extra service at its current published rates for custom software services. If, in CentralSquare's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, CentralSquare shall so notify Customer, and Customer will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Customer Responsibilities:

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

1) Provide the necessary computer workstations, operating system and browser software to operate the Subscription applications, as well as a fast, stable, high speed connection and remote connectivity.

2) Maintain the computer equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to equipment malfunction;

3) Supply CentralSquare with access to and use of all information and facilities determined to be necessary by CentralSquare to render the technical support described herein;

4) Perform any test or procedures recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
5) At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website;

6) Other than CentralSquare’s confidentiality obligations with respect to Customer Information as set forth in Section VIII of this Agreement, Customer shall remain solely responsible at all times for the safeguarding of Customer’s proprietary, confidential, and classified information; and

7) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

**Security**

1) CentralSquare maintains a security program for security managing access to Customer data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

2) If required by the Customer and/or CentralSquare will provide paper fingerprint cards for such security approved personnel with the fingerprinting performed in the state of the CentralSquare staff’s job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer’s site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer’s site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

**Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule B.
This matrix defines the support issues, response times and resolutions for the Customer’s licensed software application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays.

Software Errors for other than Critical Priority may be reported via the web portal: CentralSquare.com; or email: CH_ClientServicesTriage@tritech.com. For CrimeView Dashboard, FireView Dashboard, CrimeMapping.com: CrimeViewSupport@tritech.com.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Priority Definition</th>
<th>Response Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 - Critical Priority</td>
<td>Not Applicable</td>
<td></td>
</tr>
<tr>
<td>Priority 2 - Urgent Priority</td>
<td>Not Applicable</td>
<td></td>
</tr>
</tbody>
</table>
| Priority 3 - High Priority     | Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common system functions. Such errors will be consistent and reproducible.  
  - The system is unable to transfer data from external system to  
  - The system update causing system functions to be inoperable with no workaround  
  A significant number of workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations). | Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. |
<p>| Priority 4 - Medium Priority   | Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function. | Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. |</p>
<table>
<thead>
<tr>
<th>Priority</th>
<th>Resolution Process</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 --</td>
<td>Critical Priority</td>
<td>Not Applicable.</td>
</tr>
<tr>
<td>Low Priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 2 --</td>
<td>Urgent Priority</td>
<td>Not Applicable.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 3 --</td>
<td>High Priority</td>
<td>CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Customer, CentralSquare’s User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 4 --</td>
<td>Medium Priority</td>
<td>If CentralSquare determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 5 --</td>
<td>Low Priority</td>
<td>Low Priority Issues are logged by CentralSquare and addressed at the company’s discretion according to CentralSquare’s roadmap planning process.</td>
</tr>
<tr>
<td>Low Priority</td>
<td></td>
<td>There is no guaranteed resolution time for Low Priority issues.</td>
</tr>
</tbody>
</table>
Schedule C

(remainder of page intentionally left blank)
Schedule C

Cloud / CentralSquare eCitation Support and Maintenance Provisions

1. eCitations Cloud Security Program

1.1. **Access & Continuity.** Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.

1.2. **Security & Monitoring.** SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

1.3. **Testing, Audits & Compliance.** 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

2. Service Level Commitments

2.1. **Target.** In each Service Period, the target for availability of the eCitations solution is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

2.2. **Support Terms.** Beginning on the Execution Date and continuing for twelve (12) months thereafter ("Initial Support Term"). CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.

2.3. **Measurement.** Service availability is measured as the total time that the Solutions are available during
each Service Period for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for purposes of calculating Service Availability. Additionally, use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.
2.3.1.2. paid, installed and maintained by the Customer.
2.3.1.3. non-invasive and may not reside on CentralSquare's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

<table>
<thead>
<tr>
<th>Service Availability in the relevant Service Period</th>
<th>Percentage Reduction in Monthly Fee for the Subsequent Service Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.9% but greater than or equal to 99.0%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 99.0% but greater than or equal to 95.0%</td>
<td>10%</td>
</tr>
<tr>
<td>Less than 95%</td>
<td>20%</td>
</tr>
</tbody>
</table>

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. CentralSquare's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.


3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.


4.1. Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fail outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
4.3 Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

5. Incident Response. Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live remote based production systems using the following guidelines:

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Impact</th>
<th>Description</th>
<th>Performance Target</th>
<th>Minimum Perf. Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Critical</td>
<td>An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer’s day-to-day operations.</td>
<td>Within 2 hours of the issue being reported.</td>
<td>95%</td>
</tr>
<tr>
<td>3</td>
<td>Standard</td>
<td>An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer’s use of the Solutions.</td>
<td>Within 4 hours of the issue being reported.</td>
<td>95%</td>
</tr>
<tr>
<td>4</td>
<td>Minor</td>
<td>An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.</td>
<td>Within 24 hours of the issue being reported.</td>
<td>95%</td>
</tr>
</tbody>
</table>

5.1 Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. Disaster Recovery. CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer’s data center inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer’s facilities.

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. Defectiveness of the Customer’s environment, Customer’s systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. Denial of reasonable access to Customer’s system or premises preventing CentralSquare from addressing the issue.

7.3. Material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. A force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

9. Service Requests. Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1 Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2 Incidents and Service Requests. Non-production environment incidents are considered priority 3 or 4,
dictated by circumstances and will be prioritized and scheduled similar to production service requests.

### 11. Responsibility Summary Matrix.

<table>
<thead>
<tr>
<th>Description</th>
<th>CentralSquare</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASP Server Hardware management</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Server File system management</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Server OS upgrades and maintenance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Database product upgrades and maintenance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP 3rd Party product upgrades and maintenance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Application Update Installation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Request to install application updates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of application updates</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Backup Management</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Data and or File restoration</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Request to restore data and or files</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Restoration of data and or files</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Network</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASP Network up to and including the router at CentralSquare's location</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Router at Customer's location</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Customer's network up to the router at Customer's location</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Customer Workstations</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>System Performance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Add/Change users</td>
<td></td>
<td></td>
</tr>
<tr>
<td>User add/change requests</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>User add/change implementation for System Access</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>User add/change implementation for Solutions</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Add/Change Printers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printer add/change requests</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Printer add/change implementation on ASP network</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Printer add/change implementation for Solutions</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Disaster Recovery</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Password Management</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Application Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Configuration</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Application Security Management</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Accuracy and Control of Data</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### 12. Virtual Private Network (VPN) Concentrator. If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.

### 13. Customer Cooperation. Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

### 14. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.

### 15. Development Work. The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined...
in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and 
Customer may request consulting and development work from CentralSquare as a separate billable service.


16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. toll-
free phone number (800-492-2468) email (support@CentralSquare.com) and live chat located on the 
CentralSquare Website, Customer's Local Time within the continental United States, excluding holidays 
("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable 
efforts in solving errors reported by the Customer as well as making available an online support portal. 
Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together 
with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce 
and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when 
CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the 
problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an 
act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related 
services at CentralSquare's standard professional services rates. Customer must provide CentralSquare 
with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform 
its obligations under this Agreement, including remote access to the Specified Configuration

16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid 
or mitigate a performance problem or infringement claim. All modifications, revisions and updates to 
the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied 
by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such 
updates are necessary.
ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that CentralSquare is deemed to be a “Business Associate” of Customer, and Customer is a “Covered Entity,” as those terms are defined in 45 C.F.R. § 160.103, CentralSquare, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the “Privacy Regulations”) pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with CentralSquare supplied services. In conformity therewith, CentralSquare agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under the Software Support Agreement; (ii) as required for the proper management and administration of CentralSquare in its capacity as a HIPAA Business Associate of Customer, in the event CentralSquare is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the Software Support Agreement of which CentralSquare becomes aware;
- Ensure that any agents or subcontractors to whom CentralSquare provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CentralSquare with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by CentralSquare on Customer’s behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer’s PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer’s compliance with HIPAA and the Privacy Regulations;
- At the termination of the Software Support Agreement, return or destroy all PHI received from, or created or received by CentralSquare on behalf of Customer. In the event the return or destruction of such PHI is infeasible, CentralSquare’ obligations as defined in this Business
Associate Assurance shall continue in force and effect so long as CentralSquare possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the Software Support Agreement to the contrary, Customer may terminate the Agreement if Customer determines that CentralSquare has violated a material term of the Agreement with respect to its functions as a Business Associate.

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, et seq.
- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

**Permitted and Required Uses and Disclosures by CentralSquare**

Except as otherwise limited by the Agreement, CentralSquare may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, CentralSquare may use PHI for the proper management and administration of CentralSquare or to carry out the legal responsibilities of CentralSquare. CentralSquare may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if CentralSquare has been otherwise engaged by Customer to perform these services.
IN WITNESS WHEREOF, EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, VIRGINIA

Accepted By (Signature)

Printed Name

Title

Date

CENTRAL SQUARE TECHNOLOGIES, LLC

Accepted By (Signature)

Printed Name

President, Public Safety & Justice

Title

Date

APPROVED AS TO FORM:

Senior Assistant COUNTY ATTORNEY

Amendment One to Order #00001822 Page 6 of 62
EXHIBIT 1

STATEMENT OF WORK

Spotsylvania County, VA

Inform CAD, Inform Mobile, Inform RMS, and CentralSquare eCitation

Version 1.5
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Microsoft, Windows, Microsoft Access, Microsoft Excel, Microsoft Exchange, and Microsoft Word are either registered trademarks or trademarks of Microsoft Corporation in the United States and other countries.

Inform CAD, Inform Mobile, Inform CAD Browser, Inform RMS, IQ Search, and Inform CAD GISLink are trademarks of CentralSquare Technologies.

ArcGIS, ArcMap and ArcCatalog are registered trademarks of Environmental Systems Research Institute (ESRI) in the United States and other countries.

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1 OVERVIEW

1.1 Statement of Work
This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the System Amendment (the “Amendment”) between CentralSquare Technologies (CentralSquare) and Spotsylvania County, VA (“Client”).

This project description includes the services and deliverables specified by the Amendment, including if applicable, CentralSquare Software and services, Subcontractor activities, Third Party products and services for the implementation of the System and Subsystems specified in the Amendment (collectively the “Project”).

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in Appendix E - Subcontractor(s) Statement(s) of Work.

1.2 Project Implementation Definitions
Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Amendment and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

1) Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and the Client as further described in this SOW.

2) Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.

3) The OSD provides an operational description of a capability or feature within the applicable CentralSquare solution in sufficient detail that both Client and CentralSquare team mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how CentralSquare’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for CentralSquare’s development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

4) Standard Interface Requirement Document (IRD) defines the functionality of the Standard Interfaces. These documents are standard, published CentralSquare documents, and are not specific to a Client.

5) Functional Design Document (FDD) contains details for data conversions such as the proposed approach, fields that will be converted, and assumptions.

1.3 System Acceptance Process
This project shall follow a standard Acceptance Test methodology which is designed to allow the parties to thoroughly evaluate and verify the functionality and reliability of CentralSquare System and Subsystems. These procedures include several steps that are described in later sections of this SOW. Upon successful completion of these procedures the system is deemed to have met Functional Acceptance.
a) **Initial Functional Acceptance Testing**

Functional Acceptance Testing (FAT) is conducted on each Subsystem prior to conducting End User Training on these applications and staging them for Go Live. The focus of these tests is to verify that each Subsystem meets the functions as described in CentralSquare’s standard FAT documents, which have been created based on CentralSquare’s standard product specifications.

As part of the Functional Acceptance Processes, CentralSquare and the Client will review CentralSquare’s answers to the functionality matrix as part of the RFP. Each answer will be verified against the functionality of each specific subsystem. Exceptions and any noted resolution will be documented and included within the Functional Acceptance Testing report.

Note: Functional Acceptance Testing for each Subsystem will occur one time, at one location. For projects that will place Subsystems for agencies and/or PSAPs in multiple phases, FAT will only be conducted for the first phase going into Production, and will not be repeated for subsequent phases. The Client must ensure that appropriate representation from various Spotsylvania County Agencies and/or PSAPs attend the FAT for each Subsystem.

The Functional Acceptance Tests are performed based upon standard CentralSquare FAT documents and have a standard content and format. These standard FAT documents will be submitted to the Client for review prior to testing.

During the scheduled FAT and according to the FAT documents, CentralSquare and Client project personnel will work to identify any errors where the Subsystem does not conform materially to the FAT documents. Any such errors will be documented by CentralSquare on the FAT exceptions list. Errors listed on the FAT exception list will be classified as follows:

1) **Pre-Go Live Issues**: Issues in the Subsystem that prevent the Client from performing normal daily and monthly operations and therefore must be corrected prior to Go Live.

2) **Post Go Live Issues**: Issues identified in the FAT testing that do not prevent the Client from performing normal daily and monthly processes and therefore can be corrected after the Subsystem Go Live. These issues will not be used as part of the criteria for Acceptance.

In the event that the Client chooses not to follow the Acceptance Test processes defined in the Statement of Work, the Client’s cutover to live production status (i.e., productive use) of any CentralSquare supplied Subsystem constitutes the Client’s acceptance of the Subsystem.

b) **CentralSquare System Integration Testing (SIT)**

Once the FAT is successfully concluded for all subsystems that are scheduled to go live together and in preparation for Go Live, CentralSquare and the Client will conduct a remote SIT. Typically Inform CAD, Inform Mobile, and CAD interfaces Go Live together. Inform RMS, along with its associated Interfaces may go live together or separately.

The SIT for CAD and its Subsystems will be conducted based on a scenario that test the call flow from the call creation to disposition in CAD. The scenario will include Mobile, selected interfaces (Paging, CAD to External RMS, Station Alerting, and Records Check/NCIC) and the suite integration. The core client project
team will participate in this test with CentralSquare. CentralSquare will provide a standard set of test scenarios that test the CAD system and suite integration.

The SIT for Inform RMS will be conducted based on a scenario that tests the records management process. The scenario will include RMS and Records Check/NCIC. The core client project team will participate in this test with CentralSquare. CentralSquare will provide a standard scenario that tests the Records Management System.

The SIT scenario will be provided to the Client for review prior to the commencement of the SIT. A TCR will be submitted to the Client documenting the delivery of the SIT Test plans and must be approved prior to testing. At the successful completion of SIT, without any issues that prevent the System to be taken Live, the Client shall provide written approval that the System is ready for Go Live. If the project includes separate Go Lives for each System (CAD-Mobile, RMS), then separate SIT Scenarios and Go Live Authorizations will be prepared for each set of Subsystems and interfaces going live together.

c) Client System Integration Testing

CentralSquare’s Standard System Integration Testing is designed to test the system under a standard set of parameters and typical scenarios.

It is recommended that the Client build out their own set of system integration tests based on their operational business processes. Industry best practices have found that testing the individual applications that will go-live together reduces the amount of risk and unexpected ad-hoc configuration changes post go-live.

The core client project team should assemble a small group of end users from each respective discipline (dispatchers, field users, and records clerks) to conduct the Client System Integration Testing. The Client should build their test scenarios around typical day to day call and incident processing workflows, as well as scenarios that may be more atypical, such as large scale, mass casualty, or active shooter type incidents. Using data from the legacy system provides an excellent opportunity to test the new system under similar circumstances.

The Client will be responsible for coordination and execution of the Client System Integration Testing. CentralSquare project staff will be available to support the testing remotely on an as-needed basis. Any issues identified during the Client System Integration Testing should be immediately reported and escalated as outlined elsewhere in this SOW.

d) Reliability Acceptance Period

As further defined in the Agreement, immediately upon production cutover (Go Live) of the CentralSquare Subsystems, a thirty (30) day Acceptance Test Period will begin to verify operational functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum E to the Agreement) are reported during such thirty (30) day period, the Subsystems shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, CentralSquare shall commence actions in accordance with the Software Support Agreement to correct the reported error. This process is further defined in section 7.13, Reliability Acceptance Period.
1.4 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.

2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.

3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.

4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to CentralSquare staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.

5) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System.

6) The installation of servers into racks and the connection of such servers to network switches.

7) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by CentralSquare documentation.

8) Any hardware and third party software or services necessary for implementing the System that is not listed in the Amendment as a CentralSquare Deliverable (not listed as a line item in the Price and Payment section of the Amendment). This includes workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.

9) Configuration, maintenance, testing, and supporting the Third-Party Systems that the Client operates and which will be interfaced with as a part of this project. This project includes the contracted Interfaces listed in Appendix C - Standard CentralSquare Interfaces and Appendix D - Custom CentralSquare Interfaces. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by CentralSquare’s response to the RFP, as described by CentralSquare responses to the RFP as well as Interface IRD and approved OSDs. The Client is also responsible for any cost associated with the development, or configuration of the Third-Party System Vendor side of the Interfaces.

10) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Amendment into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the Client.

11) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, DOLF, Acceptance Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.
12) The provision of Code Files and GIS data as requested by CentralSquare staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by CentralSquare staff in accordance with CentralSquare Documentation.

13) Assistance with any non-CentralSquare systems and/or databases the IQ CrimeView & FireView application or import process will interface with in order to obtain data or provide functionality. Common examples include provision of data dictionaries, ODBC connectivity, and information pertaining to the type, location, and structure of data in the source CAD, RMS, or other source database(s) or data file(s).

14) The timely review and approval of Functional Acceptance Testing (FAT) documents, OSDs, IRDs, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.

15) Provide a facility with the required computer and audio-visual equipment for training.

16) Timely completion of acceptance testing for each of the CentralSquare Subsystems.

17) Timely completion of Data Categorization Worksheets, Application Reviews and, where appropriate, Content Building for the IQ CrimeView & FireView application.

18) CentralSquare pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, CentralSquare reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow CentralSquare to recoup any additional costs which may be incurred by CentralSquare as a result of Client delays.

19) The Client is responsible for providing remote connectivity to CentralSquare for the purpose of installation, configuration, testing, and troubleshooting of CentralSquare’s applications at the Client site. CentralSquare’s approved remote connectivity methods are described in the System Planning Document.

20) Connect and configure any Third-Party hardware (such as Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, and Signature Pads) to Client workstations, if these services are not explicitly sold in the Agreement.

21) The Client is responsible for the creation and ongoing maintenance of SSL certificates required for the operation of the software of on-Premise hardware. This includes the tracking of expiry dates and the timely renewal of certificates.

1.5 Project Exclusions

1) CentralSquare Technologies provides software applications that it develops. These applications are sold as is and are considered to be “Commercial Off the Shelf” (COTS) software packages. The functionality of these products will be based on CentralSquare’s current design and functionality of these COTS products, unless otherwise indicated in the Agreement, or if applicable, CentralSquare’s responses to the RFP.

2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Amendment will not be included in the Project.

3) Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Amendment are excluded from the scope of this Project.
4) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.

5) CentralSquare is not responsible for the deficiencies in the Client’s internal or contracted network to support remote Inform CAD, Inform RMS, or other subsystem workstations.

6) CentralSquare is not responsible for the deficiencies in a Client’s internal or contracted network to support some of the extended features of Inform Mobile and Inform RMS products due to bandwidth or limitations in wireless coverage.

7) CentralSquare is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Amendment and this SOW.

8) This project does not include creation or modification of GIS data by CentralSquare staff.
2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the Client’s Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. The Amendment specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard and Custom Interfaces, as well as other CentralSquare tools and utilities.

The Amendment for this project incorporates the following major Subsystems:

1) Inform CAD (Production, Test or Training)
   a. Inform CAD Browser
   b. Inform CAD GISLink
   c. Inform CAD Archive and Reporting Server
   d. Inform CAD Routing Server
2) Inform Mobile (Production, Test or Training)
   a. Inform Me
3) Inform RMS (Production, Test/Training)
4) IQ Search subscription
5) IQ CrimeView & FireView (to include Middleware, Hosted Dashboard & Subscription)
6) Disaster Recovery system as described in Section 2.1.d of this SOW.
7) System Interfaces as listed in the Appendices to this SOW

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CentralSquare has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Amendment. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Amendment.

2.1.a Standard CentralSquare Software Deliverables

The functionality provided by Standard CentralSquare Software Products, including Interfaces (the core CentralSquare Software and Interfaces without any Modifications) is defined by CentralSquare Standard documentation such as User and Administration Guides for CentralSquare’s major Subsystems such as Inform CAD, Inform Mobile, Inform CAD Browser, Inform RMS, IQ Search, Inform CAD GISLink and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published CentralSquare documents, and are not specific to a Client.
Standard CentralSquare Interface Software to be delivered through this Project is identified as software licenses in the Amendment. The functionality provided by Standard CentralSquare Interface Software is defined by CentralSquare IRDs.

Any Modification to the functionality of Standard CentralSquare Software within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications to CentralSquare’s Standard Interfaces will follow Subsystem release cycles (i.e., Inform CAD, Inform RMS, and the like).

2.1.b Contracted Modifications to Standard CentralSquare Software Products

Any Modifications to Standard CentralSquare Software Products including Inform CAD, Inform Mobile, Inform RMS, IQ Search, Inform CAD GISLink, CrimeView, FireView, and Standard System Interfaces that are to be delivered through this Project are listed in the Amendment. The functional scope of any Modification procured through the Amendment will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix B - Contracted Modifications to Standard CentralSquare Software Products for Inform CAD, Inform Mobile, Inform RMS, and other major CentralSquare Subsystems; and under Appendix C - Standard CentralSquare Interfaces, for modifications to Standard Interfaces. Any and all modifications or enhancements that are not explicitly listed in the Amendment or CentralSquare’s responses to the RFP are not within the scope of this Project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

**Note:** All enhancements and modifications to any of CentralSquare’s Standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., Inform CAD, Inform Mobile, Inform RMS, and the like) based upon the relevance and dependency to these products.

**Note:** Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a service pack or patch is a piece of software designed to fix problems with, or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.1.c Contracted Custom Interface Software

Custom Interfaces to be created by CentralSquare are identified as individual software licenses in the Amendment. A high-level description of the intended functionality and scope is attached as part of Appendix D - Custom CentralSquare Interfaces to this SOW. The detailed functional scope of any custom Interface procured through the Amendment will be defined by an OSD, which will be developed and delivered to the Client during the project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

2.1.d Disaster Recovery Environments

The Disaster Recovery environment(s) for this Project is designed to address the failure of components of the server infrastructure; a failure of the primary database server at the primary server location; or a failure of the majority of the server infrastructure at the primary server location.
In the event where there is a significant failure of the primary server infrastructure, the Disaster Recovery environment allows staff to connect to a Disaster Backup System located at a remote location in order to continue operations. This scenario is particularly applicable in situations that involve power and/or network outages, facility failure, and lack of access to the primary server environment. CentralSquare will provide Disaster Recovery documentation (Failover Document and Switch-Over to the Disaster Recovery Server) that describes the technology that supports on-going operation of System(s) in this situation. This is also managed through CentralSquare approved Disaster Recovery software.

Failover to the Disaster Recovery system in each of above scenarios involves a number of manual and automated steps to activate CentralSquare files and configurations applicable for the Disaster Recovery System. CentralSquare will provide the necessary pre-staged files and the procedure specific to such files. Similar steps will be followed for a failback process. The Client must ensure that trained personnel are available for failover/failback and that applicable documentation is carefully followed. Additional Information is available in the System Planning Document and the CentralSquare operational manuals for Disaster Recovery Systems.

**Note:** The Synchronization between Primary and the Disaster Recovery server requires a CentralSquare approved third party Disaster Recovery Software. If the license for this synchronization software is not explicitly listed in the Amendment (purchased through CentralSquare) the Client is responsible for procurement of the required licenses for this software.

The Amendment for this project includes the following Disaster Recovery Systems:

1) Inform CAD
2) Inform Mobile
3) Inform RMS
4) Refer to Appendix C - Standard CentralSquare Interfaces and Appendix D - Custom CentralSquare Interfaces for the list of DR Interfaces that are included in this project

### 3 CENTRAL SQUARE PROJECT ROLES AND RESPONSIBILITY

#### 3.1 Overview

CentralSquare will appoint a team of specialized personnel that will implement the Project under the direction of CentralSquare’s Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by CentralSquare will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the CentralSquare Project Manager in order to complete the requirements of the Project.
3.2 CentralSquare Project Manager

CentralSquare has appointed a CentralSquare Project Manager as the principal CentralSquare contact who will be responsible for managing CentralSquare’s responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Amendment.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. CentralSquare’s Project Manager is responsible for Project scheduling and management of CentralSquare Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client’s Project team. The CentralSquare Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, DOLF, and Go Live. The Project Manager will organize a bi-weekly Project status call with the Client and necessary Project team members. Additionally, the Project Manager will provide the Client with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Systems Engineer

The Systems Engineer is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard CentralSquare Interfaces (including configuration documentation); and 2) development of software requirements documentation for Custom Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces, particularly for Inform RMS interfaces.

3.4 Inform CAD Business Analyst

The Inform CAD Business Analyst is responsible for the configuration of the CAD based on the Client’s system requirements, business rules, configuration data, and reporting needs. The Business Analyst will provide consultation services to the Client with regard to the configuration and operation of CAD. The Inform CAD Business Analyst is also responsible for conducting the CAD System Orientation, Demonstration of Licensed Functionality (DOLF), performing the Acceptance Testing and providing consulting support throughout the Project implementation life cycle.

After the completion of the DOLF session, ownership for continued Code File configuration and maintenance transfers to the Client. At this stage, the Business Analyst will serve as a consultant for the Client’s further configuration of the Client’s CAD system until the Client’s System is in live operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.5 Inform Mobile Business Analyst

The Inform Mobile Business Analyst is responsible for the configuration of the Inform Mobile based on the Client’s system requirements and the dispatch and field users’ operations. The Business Analyst will provide consultation services to the Client with regard to the configuration and operation of Inform Mobile. The Inform Mobile Business Analyst is also responsible for conducting the Inform Mobile System Orientation, performing the Acceptance Testing, delivery of Train the Trainer and Inform Mobile Administration Class, as well as providing consulting support throughout the Project implementation life cycle.
3.6 GIS Analyst

As part of the implementation team, CentralSquare utilizes a GIS Analyst that specializes in geographical Information technology. The GIS Analyst is responsible for 1) performing an analysis regarding the Client’s GIS source data; 2) consultation services regarding converting the GIS source data for use in Inform CAD, Inform Mobile, and Inform RMS; 3) providing training for applicable CentralSquare GIS tools as included in the Amendment; 4) preparing the one-time GIS data configuration for the Inform Product Suite.

3.7 IQ CrimeView & FireView Implementation Specialist

The IQ CrimeView & FireView Implementation Specialist specializes in GIS (Geographic Information Systems), ETL (Extract, Transform, Load) data processes, and public safety analysis. This individual is responsible for assisting with software installation and configuration, assessing GIS and other data, configuring the SQL, geocoding, and ETL middleware interfaces, configuring the end user application, and training administrators and users. The IQ CrimeView & FireView Implementation Specialist will also coordinate deployment/installation of web applications and advising on server and web configurations related to those applications.

3.8 Inform RMS Business Analyst

Inform RMS Business Analyst(s) participate in various activities throughout the implementation of each of these Subsystems. They are primarily responsible for conducting the System Orientation with the Client to observe and evaluate the Client’s current business practices and make recommendations for improving efficiency and areas that need to be reviewed. They also conduct the Demonstration of Licensed Functionality (DOLF), Administration Training, guide the Client through Functional Acceptance Testing, and provide consulting support throughout the Project implementation life cycle.

After the completion of the RMS Adminstration & Review training session, ownership for continued system build and maintenance transfers to the Client. At this stage, the Business Analyst will serve as a consultant for the Client’s further configuration of the Client’s system until the Client’s System is in live operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.9 Training Specialist

Training for CentralSquare applications is provided by CentralSquare Training Specialists. Training staff for other products and functions will vary by the type of product and training proposed.

This process is described in greater detail in the training sections of this document, related to each of these products.

3.10 Client Installation Services Team

CentralSquare’s Client Installation Services (CIS) team is responsible for installation and integration of CentralSquare Software onto the system hardware that is identified for this Project. This team works closely with the Client’s staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7.2, System Installation of the SOW.

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3.11 Customer Services Group

Customer service functions and technical support for the Client’s System during the Project is coordinated by the CentralSquare Project Manager. After Go Live, CentralSquare’s Customer Services Group is responsible for providing on-going support for the Client’s System as defined in the Amendment and the Software Support Agreement.

3.12 Account Manager

The Account Manager is an important resource to the Client throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general customer service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with CentralSquare.
RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client’s operational needs requires collaboration with the Client’s team. In general, the Client’s Project team should include staff experienced in the operation and administration of the Client’s current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the Inform CAD, Inform Mobile, and Inform RMS users and stakeholders. These “subject matter experts” need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The Client needs to periodically assess its staffing needs based on changes in the Client’s operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the Client, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the Client’s System to include the technical and business processes. The application Administrators (Inform CAD, Inform Mobile, and Inform RMS), as well as the System Administrator, are very key to the success of the Project. It is paramount that the Client develops this team during the implementation process so that the Client successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The Client’s Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client’s Project Manager manages and coordinates Client’s resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports (“TCRs”), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project documentation and FAT, and management of the Client’s staff. Additionally the Client’s Project Manager is responsible for coordinating the efforts, activities, and communications between CentralSquare and third party vendors that are not CentralSquare Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client’s System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.
As identified in the Amendment and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components are the responsibility of the Client. The Client needs to plan for support and maintenance through the development of Client resources, other departments within the Client’s organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with CentralSquare Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client’s network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with CentralSquare Documentation); 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management; and 6) creation, maintenance and renewal of certificates of on-Premise systems.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client’s administrative LAN/WAN¹, coordination will be important to avoid problems with the Client’s network traffic. Personnel involved in System Administration should attend the applicable CentralSquare System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the Client’s System Administration team should conduct a smaller version of the training for local staff.

4.4 Inform CAD Administrator

The Client’s Inform CAD Administrator is the individual primarily responsible for managing the Inform CAD application software settings to ensure efficient operation. This individual is the primary CAD configuration point of contact representing the Client.

Activities include CentralSquare software setup, assignment, and management of CentralSquare Software modular security, maintenance of the Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate CAD administration staff may be required to manage the components used by each operation - under the direction of an overall System-Wide CAD Administrator. Any personnel involved in CAD administration should participate in the DOLF session so they are prepared to maintain the CAD Code Files post DOLF. The CAD Administrator should additionally attend Inform CAD User Training.

4.5 Inform Mobile Administrator

The Client Inform Mobile Administrator must possess a set of skills necessary to support the Client’s implementation of the Mobile System. The Inform Mobile Administrator will be responsible setting up and maintaining the users, and vehicles as well as minor configuration changes to the Inform Mobile product. The desired administrator should possess a working knowledge of:

- HTML/XML, CSS, and JavaScript.
- SQL, especially views, stored procedures, and database schema.
- Standard GPS protocol (TAIP and NMEA).

¹ CentralSquare recommends a dedicated LAN for CAD as documented in the System Planning Document.
The Inform Mobile Administrator should attend the Inform Mobile Train-the-Trainer course and the Inform Mobile Administration course. This individual should work closely with the System Administrator in order to manage file and data back-ups and System administration of the hardware and network.

### 4.6 Inform RMS Administrator

The Inform RMS Administrator will have the responsibilities for the implementation, configuration, and maintenance of CentralSquare’s Inform RMS. This person or persons will be engaged in the implementation of the CentralSquare’s Inform RMS, and will participate in making decisions as it relates to implementing the CentralSquare’s Inform RMS.

Inform RMS Administrator will attend the Inform RMS Workshops throughout the course of the Project. This person should have a comprehensive understanding of the internal structure and workflow of Inform RMS, departmental policies and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Inform RMS Administrator will be responsible for building and maintaining the RMS templates, workflows and code tables. Additional activities include CentralSquare software setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate local RMS administration staff may be required to manage the components used by each Agency - under the direction of an overall Central RMS Administrator. Any personnel involved in RMS administration should participate in the RMS workshops so they are prepared to maintain Inform RMS.

### 4.7 Inform RMS Output Designer Administrator

The Inform RMS Output Designer Administrator will have the responsibilities for creating custom form outputs within RMS using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Inform RMS Web UI Data Entry Templates. Using the Inform RMS Output Designer application utility, the administrator will learn to generate a dataset based on the Inform RMS Module template, utilizing SSRS to customize the output based off a pre-defined default output report. This administrator will be responsible for configuring the templates to use the custom form output within the Inform RMS Web Data Entry Designer tool in conjunction with the Inform RMS Administrator.

This is an advanced role and the resource should have prior working experience using SSRS. CentralSquare will not provide training on SSRS. This resource will also need to be familiar with the Inform RMS Templates as designed by the Inform RMS Administrator.

### 4.8 GIS Analyst

The GIS Analyst is responsible for the mapping components required for Inform CAD, Inform Mobile, Inform RMS, and IQ CrimeView & FireView. Activities include providing the initial GIS files to CentralSquare for analysis. The GIS Analyst will be responsible for updating the Inform CAD and Inform Mobile Streets data using GIS Link, and working with CentralSquare’s GIS Analyst to implement mapping components for Inform RMS and IQ CrimeView & FireView.

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During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation workload is based upon the number and type of GIS data edits that will be necessary for the local operations. This person (or group of people) should attend GISLink training and IQ CrimeView & FireView Dashboard Training.

### 4.9 Inform CAD/Inform RMS Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the Client’s team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

### 4.10 Subject Matter Experts

Input from subject matter experts in all applicable areas (Inform CAD, Inform Mobile, Inform RMS, and each of the Interfaces and external Systems that integrate with CentralSquare Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the Client Agency, and third party vendors. If the vendors are not CentralSquare Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

### 4.11 Application Trainers

A team of trainers is needed for training the Client staff on CentralSquare Software on an on-going basis. Trainers will be responsible for reading CentralSquare Software release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

### 4.12 IQ CrimeView & FireView Dashboard Administrator

The IQ CrimeView & FireView Dashboard Administrator(s) will be responsible for the management of the application, including users, permissions, and organization, as well as coordinating or providing any ongoing internal user training. This person or persons will be engaged in the implementation of the system and will participate in making decisions relating to its configuration.

The Dashboard Administrator will attend all of the Workshops/Trainings as purchased throughout the Amendment. This person should have a general understanding of the internal structure and workflow of the Client’s departmental policies and procedures.

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4.13 IQ CrimeView & FireView Dashboard Designer

The IQ CrimeView & FireView Dashboard Designer(s) will have the responsibilities for creating and managing the application content (Widgets, Pages, Alerts, Queries on Demand, etc.) and may also be the Dashboard Administrator.

The Dashboard Designer will attend all of the Workshops as purchased throughout the Amendment. This person should have a comprehensive understanding of the analytical needs of the department or the user group they represent.
5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Client communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare’s Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report (“TCR””) to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by CentralSquare’s Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Amendment. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from CentralSquare’s Accounting Department which must be paid based on the terms and conditions of the Amendment.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.
4. Related Payment Terms in accordance with the Amendment, for contract line items that will be invoiced relative to the TCR.

**CentralSquare Responsibilities**

- CentralSquare will prepare and submit TCRs for Client’s signature upon completion of the applicable task.
- The TCR will cite the appropriate SOW reference.
- TCRs that trigger a payment will include the payment amount in accordance with the Amendment payment schedule.

**Client Responsibilities**

- Client will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- In the event that Client disagrees with a TCR, Client shall submit to CentralSquare a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Amendment or this SOW. Such notification from the Client shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

**5.2 Change Management Process**

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Amendment for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Amendment and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products’ functionality, CentralSquare and Client’s identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Amendment for this SOW.

A change order may represent project deletions and/or additions to scope. Project deletions may be used to apply to the cost of any project additions or future CentralSquare costs.

All Change Orders must go through the CentralSquare’s internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any
questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for CentralSquare to properly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to CentralSquare’s investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

**CentralSquare Responsibilities**

- Change Orders will be prepared for submission to the Client when required.
- Where Project changes require Engineering-level modifications, CentralSquare will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.
- Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

**Client Responsibilities**

- When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Amendment between both parties.
- When applicable, the Client will identify changes to features or functionality related to CAD, Mobile, RMS, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- Client will approve and process Change Orders in a timely manner.

### 5.3 Project Reporting

CentralSquare will provide Monthly Status Reports advising the Client Project Manager and key Client Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare’s Subcontractors’ Deliverables. The Project Status Reports will include the following:

1. Accomplishments during the Reporting Period.
2. Planned upcoming activities.
3. Issues.
4. Risks.
5. Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update the Client on the status of the Project and key action items and deliverables.

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During the course of the Project, one or more Project journals will be created to document Project issues and action items. These journals are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project journals are reviewed with the Client during bi-weekly Project status calls and on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated journals.

CentralSquare will provide an updated Project Schedule advising the Client Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the Client team, and the Client may add such tasks, owners, and durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

1) Major Tasks.
2) Task Responsibility.
3) Task Duration.
4) Major Milestones.
5) Tasks Completed.
6) Tasks in Progress.

**CentralSquare Responsibilities**

- Provide a written report of Project status by the second Friday of each month.
- Track issues and action items to closure through product specific journals. The Client will be periodically provided with updated copies of the journal.
- Conduct status meetings/conference calls every two weeks.
- Maintain an up-to-date Project Schedule.

**Client Responsibilities**

- Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- Participate in Project status meetings.
- Ensure participation of personnel in tasks and meetings.

### 5.4 Document Review

In the course of the Project, CentralSquare will deliver several documents to the Client for review. These documents will include but are not limited to the Acceptance Test Procedure, Project Schedule, DOLF report, OSD, Training Material and Interface Requirement Documents for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in electronic (soft copy). If Client desires printed (hard copy) documentation, it is their responsibility to print and bind the desire copies. The CentralSquare Project Manager will retain a copy and provide Client with a copy.

Should the Client find any document unacceptable, the Client must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.
Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the Client is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

5.4.a Documents Subject to Client Approval

1) Change Orders
2) Operational Scenario Documents (OSD)
3) Application Configuration Sheet
4) Functional Acceptance Test Procedure documents
5) Task Completion Reports

5.4.b Documents Subject to Client Review not Requiring Approval

1) Project Schedule
   Note: The Project Schedule and any changes hereto are to be mutually agreed upon between the Client and CentralSquare.
2) Project Status Reports
3) DOLF Reports for Inform CAD, and Inform RMS
4) Interface Requirements Documents (IRD)

CentralSquare Responsibilities

- Distribute the documents to the Client.
- Coordinate the process to consolidate comments and edit documents.
- Manage the signoff process for applicable documents and the distribution of originals to the Client and CentralSquare for filing.

Client Responsibilities

- Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.
- Review the documents presented and provide the appropriate information back to CentralSquare within ten (10) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.
6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the Client and CentralSquare during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the Client and CentralSquare.

CentralSquare Responsibilities

- Assign a Project Manager to the Project to participate in Initiation phase activities.
- Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)
- Review and finalize the SOW with the Client.
- Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- In collaboration with the Client, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- Baseline the Project Schedule.
- Prepare and submit the TCRs for Client acceptance of the Project Management Plan as defined above.
- Develop and submit invoice for payment due at execution of the Amendment.

Client Responsibilities

- Assign a Project Manager for the Project to participate in Initiation phase activities.
- Identify and engage the Client’s Project team.
- Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
• Review and comment on CentralSquare provided documentation to support Initiation activities.
• Finalize and approve the SOW with CentralSquare.
• Approve the TCRs for the Project Management Plan within 5 business days.

**Project Kick Off**

During the planning phase, the CentralSquare Project Manager will hold a Kick-Off meeting with the Client’s Project team. During the Kick-Off meeting, the CentralSquare Project Manager will provide an overview of the following:

1. The CentralSquare Execution Process.
2. A high level description of Project Deliverables.
3. Roles and responsibilities for the Project team members.
4. A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
5. Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
6. Review any project related questions from the Client’s team.

**CentralSquare Responsibilities**

• Prepare the agenda and set a date for the Kick-Off that is convenient to the Client and CentralSquare Team.
• Distribute any documents that the Client should review in advance of the Kick-Off meeting.
• Conduct the Kick-Off meeting.

**Client Responsibilities**

• Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kick-Off meeting.
• Schedule the appropriate personnel from the Client’s team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
• Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.
7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) Development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 System Installation (Inform CAD, Inform Mobile, Inform RMS, and Interfaces)

System installation is one of the early processes in the Project implementation phase, and has a significant impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

a) Review Hardware Specifications

CentralSquare and Client will review the specifications to ensure that the correct hardware and third party software components are procured and installed. CentralSquare will only be responsible for procurement of the hardware and third party software that is explicitly listed under the Agreement as CentralSquare Deliverables or Deliverables of CentralSquare’s Subcontractors.

CentralSquare Responsibilities

- Provide hardware and Third Party specifications to Client.

Client Responsibilities

- Review and validate hardware and Third Party specifications.

b) Hardware and Equipment Procurement Process

CentralSquare and Client will procure hardware, third party software, and equipment per CentralSquare’s recommended Specifications. CentralSquare is only responsible for procurement of the hardware and third party software that is identified as CentralSquare Deliverables in the Amendment.

If the hardware and third party software is procured by the Client, it is the Client’s responsibility to procure the required equipment based on CentralSquare approved specifications, and to ensure the timely delivery of the hardware and third party software to the site to allow timely implementation of the System and Subsystems.

Where the Client is responsible for procuring the server hardware, the Client will be responsible for completing the following steps:

1) Fully configuring the servers with cores, memory, and disks.

2) Loading VMware and Microsoft Windows.
3) Partitioning disk drives partitioned and the implementing applicable Raid level based upon CentralSquare documentation.

4) Assigning the computer name and IP address based upon CentralSquare documentation.

5) Creating the SSL Certificates needed for each server which requires one based upon CentralSquare documentation

6) Providing the media and licenses for SQL Server in a location accessible by the servers.

c) Hardware Staging and Preparation for Installation

The Client will be performing basic server integration for all servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, running the CentralSquare pre-requisite DVD on Inform CAD and Inform Mobile servers, and establishing remote connectivity capability (VPN and Remote Desktop, or Bomgar) for authorized CentralSquare personnel to perform configuration. These activities will be coordinated between CentralSquare and the Client IT staff. Guidance will be provided by CentralSquare’s Client Installation Services (CIS) team as required. If the Client is not willing to complete the basic server integration, this task may be performed by CentralSquare or CentralSquare’s Subcontractors at additional cost.

In order to start configuration, the Client must provide remote connectivity to CentralSquare. The Client must also provide the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to the Client that organizes this information in to the CentralSquare preferred format. The Client is responsible for providing the completed ISR to CentralSquare no later than two (2) weeks prior to the installation activities.

The Client is responsible for ensuring that the site is prepared and ready for the installation of hardware, third party software, and CentralSquare software as detailed in CentralSquare’s documentation including the System Planning Document no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

At least one (1) week prior to installation, a member of the CentralSquare CIS team will verify: (1) connectivity to the Client site via VPN, (2) connectivity to each of the servers, and (3) access to all required security accounts.

If the servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project timelines.

CentralSquare Responsibilities

- Provide the System Planning Document.
- Facilitate a hardware review prior to hardware/OS procurement.
- Procure equipment and third party software if included in the Amendment as a CentralSquare deliverable.
- Provide guidance and assistance as necessary if the system equipment is procured by the Client.
- Distribute the Installation Service Request (ISR) document to the Client.
- Assist the Client in completing the ISR.
- Review the completed ISR prior to the installation.
• Test the remote connectivity to the site prior to installation of the hardware and software.
• Install the Microsoft SQL software.
• Prepare and submit a TCR for Client review and approval upon completion of these activities.

Client Responsibilities

• Complete the Installation Service Request (ISR) document and provide to CentralSquare.
• Prepare a network diagram and provide to CentralSquare.
• Perform site preparation, as specified in the System Planning Document and ISR.
• Assign the computer name(s) and IP address(es) based upon CentralSquare documentation.
• Establish remote connectivity capability (VPN and Remote Desktop, or Bomgar) for authorized CentralSquare personnel to perform software installation and configuration.
• Run CentralSquare Pre-Requisite DVD on all applicable Inform servers prior to any installation work being performed.
• Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.
• Provide all Client-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
• Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.
• Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the CentralSquare applications.
• Obtain all necessary IP addresses and schemes.
• Allow remote access to CentralSquare to all development and system “root” accounts on all servers running CentralSquare licensed Software.
• Procure equipment and third party software if it is the responsibility of the Client according to the Amendment.
• Install operating system software, perform Windows Genuine Advantage validation, and install all Windows Updates for Client procured hardware unless the service is specified as a CentralSquare responsibility in the Amendment.
• Perform basic server integration including, but not limited to:
  i. Installation of servers in applicable racks.
  ii. Joining servers to the existing domain with the domain controller in place.
  iii. If applicable, install and setup of the VM environment.
• Provide CentralSquare with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.
  • Install all peripheral equipment, including scanners, printers, barcode readers, etc.
• Create and maintain SSL certificates for the servers which require them, per CentralSquare documentation.
• Approve the applicable TCR.

d) System Installation

Once CentralSquare and the Client have prepared the site based on CentralSquare documentation, to include the System Planning Document and the applicable ISR form is completed, a CentralSquare Client Installation Services specialist will perform the CentralSquare installation services.

These services will be performed remotely, unless otherwise specified in the Amendment, and include installation of the contracted CentralSquare Software products on the quantity of servers and workstations as specified in the Amendment.

These installation activities will be coordinated between CentralSquare and the Client.

**Note 1:** All SQL server licenses will be installed by CentralSquare. The Client is responsible for making the media and license keys available to CentralSquare for the installation.

**Note 2:** The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

**Note 3:** The scope of installation services and the number of servers and workstations to be installed and configured by CentralSquare is limited to the servers and workstations that have been explicitly listed in the Amendment. If the Client has been granted Site Licensing for selected CentralSquare Software, CentralSquare is only responsible for the initial installation services, and installation of additional servers will be subject to additional charges.

**Note 4:** If Client does not follow the processes and procedures detailed in the CentralSquare System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the Client.

**Note 5:** At CentralSquare’s discretion, CentralSquare may perform installation activities for certain components of the system on-site.

The following pre-requisites must be in place prior to the start of CentralSquare Software installation:

1) Site preparation is complete as outlined in the sections above.
2) Hardware has been installed at Client site.
3) Client has provided CentralSquare with remote connectivity to all applicable servers.
4) All SSL Certificates required for operation must be created per CentralSquare documentation.
5) Client had provided CentralSquare all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.
CentralSquare Responsibilities

• Install and configure Microsoft SQL to operate with each of the applicable CentralSquare product(s).
• Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments, if provisioned by the Amendment).
• Install and configure the applicable CentralSquare system(s), such as Inform CAD, Inform RMS, and Inform Mobile on the designated servers and applicable environments as specified in the Amendment.
• Provide verbal support to the Client with self-installation procedures for the workstations using the CentralSquare provided Prerequisite Installation DVD and applicable Launch configurations.
• If applicable, create data dumps for Microsoft SQL database backups (as a backup for Inform RMS databases).
• After completion of the initial installation and configuration of each major System (such as Inform CAD, and Inform RMS servers), a member of Technical Services team provides a technical hand-off to designated staff from the Client’s information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:
  i. Proper procedures for performing System Backups:
     o File Structure – Inclusions and exclusions
     o Databases
     o Moving Backups to media
  ii. Proper procedures for refreshing Test/Training system (and related documentation)
  iii. Approved configuration and use of Virus Scan software
  iv. Approved procedure for application of Windows updates
  v. System Upgrade process and procedures
  vi. Support Website and CentralSquare list server access
  vii. Managing/Reviewing system logs (CAD, SQL and Event Logs)
• Prepare and submit a TCR upon completion of the installation tasks and activities.

Client Responsibilities

• Allocate appropriate onsite Project personnel to support CentralSquare personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Client personnel include the necessary IT personnel and database administrator(s) as needed during installation.
• Complete the configuration of workstations (after the installation of the limited number of workstations by CentralSquare) using the Prerequisite Installation DVD and applicable Launch configurations.
• Put in place CentralSquare’s recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently followed beginning at the completion of this task.
• Install and configure virus scanning software as outlined in the System Planning Document.
• Provide SSL Security Certificates for all CentralSquare web-enabled applications that require a certificate, configured per CentralSquare documentation.
• After completion of the initial installation and configuration of System servers, the Client will be responsible for maintaining the System based on CentralSquare System Document, and the technical hand-off from CentralSquare Technical Services department. Specifically, the Client’s IT staff is responsible completing the following activates related to Inform Subsystem servers:
  i. Updating Training/Test Systems with fresh data (from Production) as needed
  ii. Continued updating and monitoring of virus scan software
  iii. Application of Windows updates
  iv. Following the procedures for System Upgrade
  v. Managing/Reviewing system logs (SQL and Event Logs)
  vi. Management of Microsoft and other Third Party Software include patch applications and upgrades as needed for new Subsystem versions.
  vii. Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.

• Review and approve the applicable TCRs.

7.3 Implementation of Inform CAD

Inform CAD is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Inform CAD.

a) Inform CAD System Orientation

The Inform CAD System Orientation is conducted at the Client’s site and led by a CentralSquare Business Analyst. The duration of the Inform CAD System Orientation will be four (4) days onsite and includes a Business Process Review of the Client’s operations. This System Orientation can be conducted in conjunction with Inform RMS if purchased together.

Some key discovery points for the Inform CAD System Orientation are as follows:

1) Work Flow – Understanding the setup for work flow from first receipt of an incident through incident completion. This may include time observing Dispatch Staff and Ride-Alongs with field units.

2) Agency Type Setup – The segmentation of operational processes including incidents, units, and call-taker/dispatcher roles and responsibilities.

3) Review reporting requirements (geographic reporting segmentation and the like).

4) Event numbering (Incidents) including master incident numbers, response numbers and case numbers.

It is recommended that the number of attendees in the System Orientation is limited to 10-15 to allow for more effective communication during the session. Based on the key discovery points during this session, it is necessary that the attendees include individuals who can properly address these key points and make configuration decisions.

During the System Orientation session, the Business Analyst will facilitate an operational review of Inform CAD by demonstrating various System functionality and start gathering the configuration information.
A System Module Setup worksheet (SMS) and other reference material will be provided to the Client to assist in gathering the required Code Files. Information that cannot be produced during the meeting must be sent to CentralSquare as specified by the mutually agreed upon schedule.

**Note:** The Client’s provision of Code File information is an early Project checkpoint. Remote Web sessions will be scheduled as a follow up to System Orientation to guide the Client through the Code File data collection process. This information is needed to prepare the DOLF and incomplete, inaccurate or delayed Code File information can have a cascading effect on the Project Schedule.

**CentralSquare Responsibilities**

- Schedule the System Orientation meeting in accordance with the Client’s availability and the Project Schedule.
- Prepare and distribute the meeting agendas and documents for Client review or completion two weeks prior to each meeting.
- Conduct the meetings based on the distributed agenda. CST will provide the agenda two weeks in advance of the event.
- Document the Client’s requirements and configuration specifications resulting from the System Orientation discussions.
- Send the System Module Setup worksheet (SMS) and other reference material to the Client.
- Document and assign owners and due dates to any action items and track all action items to closure.
- Document any gaps between the standard functionality of the System and functionality required by the Amendment for further analysis and discussion and/or facilitate the change control process. Client requested changes for changes beyond the scope of the Amendment will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the Client.
- Schedule one or more Remote Web sessions as a follow up to System Orientation to guide the Client through the Code File data collection process.
- Produce a System Orientation Report with the key decisions and configuration points as a result of the System Orientation.
- Prepare and submit a TCR upon completion of relevant activities.

**Client Responsibilities**

- Provide adequate facilities to comfortably hold the System Orientation to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.
- Ensure participation of key stakeholders and decision-makers in the System Orientation process.
- Provide subject matter experts that can explain the communication center’s current call flow and agency structure. These persons should have the ability to make decisions regarding any changes in work flow that may arise through the use of the new Inform CAD System.
- Provide subject matter experts with the ability to gather and provide the data elements used to build Code Files to CentralSquare.
• Provide subject matter experts that will be able to explain the agency’s geopolitical/operational boundaries. This person (or persons) should be able to articulate the specific response requirements that will be built within CAD response plans.

• Provide subject matter experts that will be the CAD super users, as well as a person or persons that will be responsible for the ongoing maintenance of the CAD Code Files and configuration (CAD Administrator).

• Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the CAD.

• Provide subject matter experts that will be responsible for the maintenance of the agency’s street centerline data.

• Provide subject matter experts that can provide information on technical Systems (Interfaces and Hardware/Network) or field-related functions (Inform Mobile or other mobile systems, station alerting and the like).

• Review and approve applicable TCRs.

b) Inform CAD Base System Code File Entry

After completion of the Inform CAD System Orientation and receiving requested data from the Client, the assigned CentralSquare Business Analyst will start and supervise the initial Code File building process. The Business Analyst also configures the system hierarchy based on Client’s call flow and operational processes as defined in the System Orientation. The Client will be actively involved at each step of the Code File configuration process through periodic reviews including conference calls and remote web sessions.

A Code File review is completed prior to CentralSquare initiating the Code File entry process. The review is initiated via one or more web meetings as the Client submits the requested Code File information. The Code File review validates the accuracy and completeness of the information and ensures that there is a mutual understanding of how the information is to be used within Inform CAD.

CentralSquare will complete the Code File entry for Inform CAD System to a level that will allow for an evaluation of call flow and incident management. Code file build to the level described in Appendix A - Required Inform CAD DOLF Code File build of this SOW establishes a foundation that will validate basic functions such as call-taking layout, System hierarchy, incident numbering, and Incident/Unit displays. Validation through the DOLF process allows for the completion of Code File setup while limiting the risk of rework. This task is considered to have been completed when the Business Analyst has demonstrated that Code Files are complete to the level documented in Appendix A - Required Inform CAD DOLF Code File build.

CentralSquare personnel will participate in the Code File building process. Some Code Files that require local knowledge of the geography and the physical location of business and high-risk areas of the community (such as response plans, premise, and caution note/hazard information) cannot be built by CentralSquare. The Client will be responsible for entering or geo-verifying some Code File elements such as premises. The Code Files prepared by CentralSquare and the Code Files prepared by the Client are described in Appendix A - Required Inform CAD DOLF Code File build. The responsibility for building and maintenance of the System Code Files will transfer to the Client after DOLF with assistance from CentralSquare’s Business Analyst.

CentralSquare Responsibilities

• Monitor and evaluate Code File submitted by the Client and provide guidance as needed.
• Conduct one or more web meetings to validate the completeness and applicability of Client submitted Code File information, prior to initiating the Code file entry.

• Perform a preliminary Code File build of the Client’s Inform CAD System at CentralSquare. This Code File build will be completed based upon the applicable requirements described in Appendix A - Required Inform CAD DOLF Code File build.

• Facilitate updates to the System Module Setup (SMS) building sheet.

• Prepare and submit a TCR to confirm the delivery of the SMS worksheet by the Client.

**Client Responsibilities**

• Provide timely input and updates to the SMS sheet to support the Code File building timelines.

• Participate in the Code File validation conference call.

• Continue building the System Code Files (those not built by CentralSquare) after DOLF (refer to Appendix A - Required Inform CAD DOLF Code File build).

• Review and approve applicable TCRs.

c) **Geographical Information Services**

**Data Evaluation**

The CentralSquare GIS Analyst will work with the Client to perform a one-time evaluation and initial conversion of the Client provided street center-line GIS data. GIS data must be from a single integrated source when delivered to CentralSquare for conversion. This analysis will include the following:

1) **Routing and Navigability** - The data will be analyzed to ensure that there are no breaks in the road network and that an acceptable percentage of addresses\(^2\) within the service area are routable with impedances or speed limits, applicable turn restrictions (one way data), elevations for overpasses and street types.

2) **Addressing** – Evaluate data for the presence of block ranges, street types, and city designators.

3) **Supplemental Coverage** - An evaluation of GIS data that may be available for response areas, ESRI compatible overlays including satellite image, and applicable point data to ensure compatibility.

A report will be presented to the Client upon completion of the GIS analysis prior to the import of GIS data into one or more Systems or Subsystems. If there are significant problems with the data, additional GIS work and analysis may have to be added to the project via Change Order. Additional project costs may apply.

**NOTE:** Data evaluation only applies to Custom Map conversions of Client supplied data. Standard mapping conversion (TeleAtlas data) is limited to converting source mapping data from one of the standard mapping data providers and must also be provided by the Client.

\(^2\) The phrase “acceptable percentage” refers to a decision that the Client must make regarding the acceptable level of navigability needed within the street centerline network. Since editing and maintaining the street data is a Client responsibility, the Client will have to evaluate and make a judgment regarding the impact of the level of accuracy and the cost associated with increasing the navigability of the data.
CentralSquare Responsibilities

- Evaluate Client-supplied GIS data to ensure it is formatted correctly for street-centerline display, address point usage and address functions. A report will be generated based on this analysis.
- Evaluate Client-supplied GIS data to ensure it is formatted correctly for routable functions. A report will be generated based on this analysis.
- Evaluate Client-supplied GIS data to ensure it is formatted correctly for Inform CAD Quickest Path Unit Recommendations functionality.
- Review the Client-supplied GIS layers for Inform CAD and Inform Mobile for viewing and execute the initial basic map configuration.
- Provide a report which summarizes the findings from applicable GIS analysis services for CAD only.
- Prepare and submit a TCR upon delivery of the GIS analysis report.

Client Responsibilities

- Provide data in the required format, and per Project Schedule.
- Provide data to include 1) Centerline data; 2) response areas; 3) viewable/cosmetic layers.
- Based on the analysis report provided by CentralSquare, make needed changes to mapping data to allow the resulting GIS data to meet CentralSquare’s mapping data requirements.
- Review and approve the appropriate TCR.

Mapping Data Conversion and Import

CentralSquare will perform a Mapping Data Import that provides maps for the Inform CAD system. This process does not include making any corrections to the Client GIS data. If the GIS data consists of data from more than one source, CentralSquare will not be responsible for joining these areas, or “stitching” the areas to create a uniform geographic area.

Configuration of Mapping Layers

A CentralSquare GIS Analyst will configure up to 7 standard GIS layers each for viewing on Inform CAD and Inform Mobile. Such conversion activities will be part of the training process to allow the Client to add their own layers to the map displays in Inform CAD and Inform Mobile. Additional conversion work by CentralSquare staff is an additional charge and must be authorized by the Amendment or a Change Order. The standard layers are limited to the following:

1- Water line features (rivers, streams, creeks)
2- Water polygon features (ocean, lakes, ponds)
3- Airports
4- Railroads
5- Parks
6- City Boundaries
7- County Boundaries

Response Area Import Service

If the Client provides Response Area data to CentralSquare at the time of CAD map conversion, CentralSquare GIS Analyst will import the Response Areas into Inform CAD. GISLink training will provide the Client with the capability to add, delete, or modify Response Areas for ongoing GIS maintenance.
CentralSquare Responsibilities

- Provide the initial configuration services to enable use of Inform CAD Quickest Path Unit Recommendations functionality.
- Perform a mapping data conversion and import of the Client-supplied data into applicable licensed Systems and Subsystems.
- Provide the initial configuration services to enable use of Inform CAD Quickest Path Unit Recommendations functionality.
- Prepare and submit a TCR upon completion of the mapping conversion activities.

Client Responsibilities

- After initial GIS conversion, assume responsibility for updating the data using CentralSquare provided GIS tools to ensure that data is up to date for Go Live.
- Review and approve the applicable TCR.

d) Inform CAD Demonstration of Licensed Functionality (DOLF) & Response Plan Workshop

Once the initial Code File and configuration phase is complete, CAD is installed at the Client site, and the initial GIS map conversion is complete, a Demonstration of Licensed Functionality (DOLF) is conducted. This working meeting includes a review of the preliminary Code Files and configuration, a review of imported GIS data, and hands-on training on software utilities for completing the Code File build and ongoing Code File management. The DOLF for Inform CAD will be Four (4) days followed by another three (3) day visit to discuss response plans and more in-depth review of certain configurations. and will be held at the Client’s facilities on the Client’s system hardware after it has been configured by CentralSquare.

Client will be responsible for supplying the requested data to CentralSquare no later than four (4) weeks prior to DOLF to allow sufficient configuration time. The data will be requested as a follow up to the System Orientation for the Inform CAD. The configuration of some CAD modules may be delayed based on the Client’s decision, and consultation with CentralSquare Business Analyst.

It is also required that the Client’s centerline conversion be completed at no later than four (4) weeks prior to DOLF. In order to meet this deadline, all GIS data must be delivered to CentralSquare in required format per the agreed upon schedule. Any delays will result in a cascading effect on the project timelines.

Participants include key members of CentralSquare’s implementation team and should not generally exceed ten (10) core members of the Client’s implementation team. The Client’s team should include representatives of dispatch, field operations and administration (reporting). At the conclusion of the session, a DOLF report is produced which documents the core software configuration, Code Files, and activities to be completed by the Client. Any issues that require follow-up action, including any outstanding Go Live issues will be documented in the applicable Project journal. Any issue that is determined to be outside the scope of this Project, as defined herein, requiring a modification or enhancement to the CentralSquare Software will be addressed through the Change Control process.

In preparation for the execution of the DOLF, the Client system should be built to a level that will allow for the demonstration of modules and features that the Client has licensed. The Code Files completed pre-DOLF are defined in Appendix A - Required Inform CAD DOLF Code File build. Based upon this level of Code File build, system functionality and workflow will be examined during the DOLF.

Additional Code Files (as specified in Appendix A - Required Inform CAD DOLF Code File build) will be configured during the DOLF.
Following the DOLF process, ownership of Code Files transfers to the Client. Post DOLF, the Client will enter the balance of the Code Files (not built by CentralSquare). These are typically geo-centric items that require local knowledge of the community. The Client also becomes responsible for maintaining Code Files (personnel, unit, premise, caution notes and the like) that must be continuously updated to keep the Code Files in GO-Live ready.

**Note:** Inform CAD DOLF is an event applicable to Inform CAD only. No other Systems or Subsystems will be demonstrated during this session.

### CentralSquare Responsibilities

- Schedule the DOLF meeting in accordance with the Client’s availability and the Project Schedule.
- Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.
- Conduct the meetings based on the distributed agenda.
- Provide initial hands on training on the applicable system and introduction to different modules and their configurations.

**Note:** This training is not meant to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an understanding of basic features, call flow and how the configuration files influence them.

- Review the maps for Inform CAD.
- Introduce the Client to and begin documentation within the Subsystem Journal.
- Document and assign owners and due dates for any action items and track all action items to closure.
- Develop and deliver the DOLF report which serves as an “as built” document describing the build of the system following the DOLF.
- Handoff the management the Code Files to the Client.
- Provide the Client team with a copy of the Inform CAD User and Administration Guides.
- Prepare and submit a TCR upon completion of the DOLF, and upon delivery of the DOLF report to the Client.

### Client Responsibilities

- Provide adequate facilities to comfortably hold the DOLF to include an overhead projector. Two projectors are preferred. DOLF also requires workstations for each participant.
- Provide subject matter experts that can examine the hierarchy build as articulated to the Business Analyst in terms of the agency structure.
- Provide subject matter experts that can examine the proposed call flow. These persons should have the ability to make decisions regarding any changes in call flow that may arise through the use of the new Subsystem.
- Provide participants that are versed with the ability to continue the configurations, or Code File build once ownership transfers.
- Provide participants that will be able to verify the agency’s geopolitical/operational boundaries.
- Provide participants that were responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the Subsystem, and are able to validate those boundaries.
• Provide participants that will be responsible for the maintenance of the agency’s street centerline data.
• Assume ownership for the continued build and maintenance of the system under the guidance of the CentralSquare project team.
• Ensure participation of key stakeholders and decision-makers in the DOLF process.
• Observe the change control process for any requested software changes.
• Review and approve the applicable TCRs.

e) Inform CAD Workshop(s)

After the Inform CAD DOLF has been completed, the CentralSquare project team will conduct one or more Inform CAD workshops either remotely or at the Client site. This session is intended to be an extension to the Inform CAD DOLF for more complex implementations and multi-jurisdictional agencies as specified in the contract. Each Inform CAD workshop will be up to four (4) days onsite. If the Project includes multiple Workshops, they may or may not be scheduled to occur over consecutive weeks.

The Project includes:

Two (2) Inform CAD Workshops

CentralSquare Responsibilities

• Schedule the Inform CAD Workshop in accordance with the Client’s availability and the Project Schedule.
• Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.
• Conduct the meetings based on the distributed agenda.
• Prepare and submit a TCR upon completion of the workshop.

Client Responsibilities

• Provide adequate facilities to comfortably hold the training activities.
• Ensure participation of the appropriate personnel.
• Continue the code file building activities after completion of this training.
• Review and approve the applicable TCR.

f) Inform CAD Post Go Live System Optimization and Advanced Configuration workshop (3 days at the customer site)

Approximately 30-45 days upon completion of the CAD go live, the CentralSquare Business Analyst will conduct a hands-on three (3) day Advanced Workshop. This Workshop will be used to review and access any opportunities for optimizing the Inform CAD Subsystem.

Participants include key members of CentralSquare’s implementation team and should not generally exceed eight (8) Central and Local Administrators that attended the CAD Demonstration of Licensed Functionality

CentralSquare Responsibilities

• Schedule the Workshop in accordance with the Client’s availability and the Project Schedule.
• Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.
• Conduct the Workshop based on the distributed agenda.
• Prepare and submit a Trip Report based on the Workshop activities.
• Prepare and submit a TCR upon completion of the Workshop.

Client Responsibilities

• Provide workstations with Inform CAD installed.
• Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.
• Ensure complete participation of Central and Local Inform CAD Administrators.
• Observe the change control process for any requested software changes.
• Review and approve the applicable TCRs.

g) Inform CAD Functional Acceptance Testing (FAT)

CentralSquare will execute the Functional Acceptance Testing (FAT) of the Inform CAD, after DOLF and prior to User Training. This process is completed prior to Final Acceptance of the System. The purpose of the FAT is to test specific functionality of the CAD System and to formally document that the Inform CAD meets the required functionality according to the Amendment between the Client and CentralSquare.

As part of the Functional Acceptance Processes, CentralSquare and the Client will review CentralSquare’s answers to the functionality matrix as part of the RFP. Each answer will be verified against the functionality of each specific subsystem. Exceptions and any noted resolution will be documented and included within the Functional Acceptance Testing report.

Note: Functional Acceptance Testing for Inform CAD will occur one time, at one location. For projects that will place Subsystems for agencies and/or PSAPs in multiple phases, FAT will only be conducted for the first phase going into Production, and will not be repeated for subsequent phases. The Client must ensure that appropriate representation from various agencies and/or PSAPs attend the FAT for each Subsystem.

Since the focus of the Functional Acceptance Testing is the functionality of the System and not a validation of the Code Files, it is not necessary that all Code Files are built prior to conducting this test process. This Functional Test process consists of running a number of tests designed to verify the functionality of the Inform CAD.

The Functional Acceptance Tests are performed based upon standard CentralSquare FAT documents that have a standard content and format. The standard CentralSquare FAT documents will be submitted to the Client prior to testing.

Before the FAT is administered the Client must sign-off on the receipt of the standard FAT documents and verify that these tests will be used of validation of the System functionality for Pre-Production and Post Go Live assessment of features for Software Acceptance.

After delivery of the Inform CAD system to the Client’s site and completion of DOLF, a CentralSquare Business Analyst will conduct the FAT on the Client’s Inform CAD system, at the Client site on the Client System hardware. The purpose of this process is to validate that Inform CAD features are working correctly.
per Standard System functionality as described in the FAT documents. The testing will be fully completed and problems with individual tests will be documented, if applicable.

This process tests Inform CAD features as installed and configured at the Client site, therefore it is important that this process is executed early within the implementation cycle so that any issues discovered may be resolved. Since installation of the hardware is a predecessor to conducting the FAT, any delays to the installation of the Client’s system could impair CentralSquare’s ability to resolve issues without affecting project timelines. Other significant tasks and processes are dependent upon the Inform CAD passing the FAT process. CentralSquare will not train the Client’s end users until the Inform CAD has passed the FAT.

Once the FAT has been successfully completed the Client’s Inform CAD system will have been considered to have completed Pre-Production Acceptance (see note below). A TCR will be submitted that affirms that the Inform CAD has passed this test. Upon completion of FAT, the Client and CentralSquare will review the list of FAT failures (if any), perform an assessment of the errors, and determine the timeline for remediaging the issues (pre versus post Go Live).

CentralSquare will repeat any failed FAT test following the correction of any issues which has caused the test to fail. A full retest of the System will not be conducted to verify the FAT exceptions.

**Note:** CentralSquare may organize at its discretion, separate breakout FAT sessions for subsections of the FAT documents that are applicable only to one agency (for example, applicable only to Law or Fire agencies). Each test will be executed once, and all applicable users and agencies must attend the FAT session and observe the tests.

**Note:** Successful completion of the FAT as part of the Pre-Go Live testing process does not constitute Final System Acceptance if such a Post-Go Live Reliability Testing is defined in the Amendment.

**CentralSquare Responsibilities**

- Deliver CentralSquare’s standard FAT documents to Client for review no later than two weeks prior to conducting the FAT.
- Provide a TCR to the Client to approve the receipt of the FAT documents.
- Assist the Client in conducting FAT based upon the FAT documents.
- Identify and document any issues and exceptions discovered during the Acceptance Test Procedures
- Upon successful completion of the FAT, provide a TCR to the Client, to be signed and returned to CentralSquare. All FAT exceptions will be noted in the TCR.
- Schedule follow up testing for validation of any exceptions to the FAT after such exceptions have been resolved, and document the results.

**Client Responsibilities**

- Work toward the timely completion of all predecessor tasks to include the base system installation.
- Provide adequate facilities to execute the FAT.
- Review and signoff on the FAT documents that have been delivered by CentralSquare no later than one week prior to commencement of the FAT. (through approval of a TCR)
- Participate in the FAT by providing operational subject matter experts that have the authority to provide validation that the tests have passed.

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• Assist CentralSquare in documenting FAT findings and results.

• Review and approve the applicable TCRs.

<table>
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<tr>
<th>Note:</th>
<th>Inform CAD User Training may only be conducted after successful completion of the FAT, and if the identified exceptions are not critical in nature. The details of Inform CAD related training is included in later sections of this SOW.</th>
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<tr>
<th>Note:</th>
<th>If included in the Amendment, the Post-Go Live Reliability Acceptance Period is described later in this Section.</th>
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**h) Inform CAD Legacy Data Conversion**

CentralSquare will implement a structured methodology for Inform CAD data conversion. The Client is responsible for providing CentralSquare with extracted data in a format that can be used by CentralSquare for import. Formats suitable for import into can include Excel, MDB, CSV, and ODBC access from MS SQL; however, the specific format to be used for this Project should be reviewed between the respective CentralSquare and Client teams.

This Project provides the following Legacy data conversion services for Inform CAD:

1) CAD Premise Conversion
2) CAD Caution Notes Conversion
3) Eight (8) years of CAD Historical Incident Conversion.

The conversion of prior CAD data is a process that involves several steps. CentralSquare develops a data conversion plan to the Client detailing the data mapping between the legacy System and CentralSquare Inform CAD. During this phase of work, CentralSquare will work closely with the appropriate individuals from the Client to map each data element in each legacy application to the appropriate target data element in the Inform CAD databases and reflect this information in the data conversion plan.

Generally, there is an initial conversion to bring the data set close to Go Live, a second conversion just before Go Live and a last conversion after Go Live. Each step does not involve a re-conversion of previously converted data. These steps do not include ongoing maintenance of imported data. The scope of data conversion is limited to converting the Premises, Caution notes, Incidents and units. As long as the legacy data elements have a relevant counterpart in the target Inform CAD databases, CentralSquare can map the data and import it into the Inform CAD database structure.

Conversion of Premises and Caution notes can be performed independent from the Prior Incident data. A small sub-set of the data will be initially converted and loaded to validate the process. Upon successful completion of this test, the Premise and Caution notes data will be converted and imported to the system close to Go Live, as a onetime process. Additions to Premises and Caution notes in the old system, between the time of data conversion and Go Live will be manually entered to the new system.

It is imperative that a member of the Client’s staff be available to support the data conversion effort. Many operational questions will arise that depend on the data and operational expertise of the Client’s staff.

**This process is considered complete once the last set of data has been converted for the new Inform CAD system. The Client is responsible for the validation of the data.**

<table>
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<tr>
<th>Note:</th>
<th>Legacy data conversion will not include conversion of attachments to Premises or Historical Incidents into CentralSquare databases.</th>
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CentralSquare Responsibilities

- With assistance from the Client, define a data mapping for each legacy application.
- Work with the Client to plan the data migration and develop a data conversion plan.
- Complete the data conversion, based on the defined scope of the Project and based on the phases that are defined for this process.
- Prepare and submit a TCR upon completion of the initial data conversion (pre-Go Live).
- Prepare and submit a TCR upon completion of the final data conversion (Post-Go Live).

Note: CentralSquare does not perform data scrubbing or cleaning on the Client’s legacy data.

Client Responsibilities

- Identify all legacy applications containing data that must be migrated to the new System.
- Extract the entire data and provide it to CentralSquare based on the requirements set forth by CentralSquare.
- Perform any data cleaning and modification activities that may be necessary prior to conversion of the legacy data into Inform CAD.
- Assist CentralSquare in defining a data mapping for each legacy application by providing the following:
  - Legacy application software architecture (operating system; application software; database management system)
  - Database schema (if data resides in a DBMS) or file layouts (if data resides in flat file formats)
  - Data definition for each data element (data format, description of data field use, etc.)
  - Data relationships between data files and data elements
- Obtain cooperation from any third party vendors for the legacy application that may have an impact on the data conversion process.
- Perform validation for the data conversion.
- Review and approve the applicable TCRs.

Note: Due to the need for specific knowledge of the Client’s area, the geo validation process for the converted data is the responsibility of the Client.

Inform CAD Training

Note: Training classes are conducted based on the quantities that are specified in the Amendment. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Amendment.

Inform CAD Training classes are conducted on consecutive weekdays during business hours (Tuesday-Friday, during business hours). Alternate training schedules (e.g., Monday class starts, multiple classes per day, evening and weekend classes) will be subject to an additional charge.

The training classes related to Inform CAD and its subsystems are classified into three general groups:
1) Classes that are dependent upon specific Client configurations and requirements; therefore, they are only conducted on the Client System after completion of the Functional Acceptance Test (FAT) and in preparation of Go Live. Inform CAD Call Taker/Dispatcher User Training Course is an example of these classes.

2) Classes such as GISLink that are delivered to a specialized group within the Client’s team during the course of the Project to assist them with implementation and maintenance of the System on a routine basis.

3) Classes such as System Administration Training and CAD API Training that are not dependent upon individual Client configurations and are generic in nature. These classes are held at CentralSquare facilities based on a regular schedule, and are offered to attendees from different agencies.

The Inform CAD Demonstration of Licensed Functionality (DOLF) session is not listed as a training class, but includes certain training elements on the CAD setup utilities.

A detailed description of these classes is provided below.

**CentralSquare Responsibilities (for all Inform CAD training activities)**

- Conduct a training orientation via conference call between the assigned CentralSquare Training personnel and the designated Client representative. The objective of this session is to define the curriculum for the Training, based on the configurations of the Subsystem.
- Conduct the training in increments of one (1), eight (8) hour days.
- Provide feedback to Client Supervision as to the progress of the students.
- For the Training classes that are held at CentralSquare, provide adequate training facilities and equipment.
- Prepare and submit a TCR upon completion of each class or group of consecutive classes.

**Client Responsibilities (for all Inform CAD training activities)**

- Participate with the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the Client’s System.
- Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.
- Provide a supervisor for each class that can answer agency specific questions as related to the build of the Client’s system.
- Review and approve the applicable TCRs.

### 7.3.1 Inform CAD Call Taker/Dispatcher User Training Course (Client site)

The Inform CAD User Training course is a four (4) day class, and training days are a maximum of eight (8) hours in length. Prior to training, CentralSquare will hold a training orientation to develop an Inform CAD training plan for the Client. This plan will take into consideration the multi-agency and multi-site setup of the System. The training orientation should be held between CentralSquare Training personnel and designated Client personnel. Client personnel should include person(s) who can articulate the specific Client business processes related to configuration of the Client’s System. CentralSquare Training personnel will tailor the training curriculum to include those business practices where applicable. Given that questions may arise for specific agency procedures during the course of the training, CentralSquare recommends that the Client have
a supervisor present at each training class. Ideally, this supervisor would have participated in part with the implementation process.

Training classes will start on a Tuesday, and end on Friday. The number of students attending the User Training course will be limited to ten (10) students per class.

This class will be held at the Client’s site. The Client is responsible for providing adequate training facilities, including a conference room with adequate space and seating/conference table space, white board, projector, and computer projector (capable of 1024x768 resolution).

7.3.1.2 Inform CAD Dispatch Supervisor Training (Client site)

The Inform CAD Dispatch Supervisor Training class has been designed as a five (5) day class that includes a four (4) day Inform CAD Call Taker/Dispatcher User Training followed by a one (1) day Inform CAD Supervisor training. This class is designed for the Dispatch Supervisors with the goal of preparing them to support the users after Go Live by answering their questions and addressing post-Go Live common problems. This class will include topics such as PowerLine configuration, Premise building and maintenance, Personnel maintenance, Vehicle Manager, and other areas that may require assistance from the supervisors. This class is recommended only for the supervisors.

This class will start on a Monday, and end on a Friday, and the class size will be limited to ten (10) students.

7.3.1.3 Inform Administration (CAD Code File Management) Training (Client Site)

The focus of this three (3) day course is to prepare selected Client personnel to manage Inform CAD Code Files using Inform CAD utilities.

Students will learn how the Code Files interact within the System and how to make necessary changes. This includes evaluating their current set up and options to optimize their System. CentralSquare strongly recommends that a test or training system be used for this course.

Training classes will start on a Tuesday, and end on Thursday. The number of students attending the User Training course will be limited to ten (10) students per class.

This class will be held at the Client’s site. The Client is responsible for providing adequate training facilities, including a conference room with adequate space and seating/conference table space, white board, projector, and computer projector (capable of 1024x768 resolution).

Prerequisites: Completion of Inform CAD Dispatcher/Call Taker User Training.

7.3.1.4 GISLink Utility Training Course (Client site)

The focus of this course, conducted at Client’s site, is to prepare selected Client personnel to import and use existing GIS data in Inform CAD and manage the GIS data used by Inform CAD and Inform Mobile. GISLink is an Inform CAD Utility that provides a way for Clients to intelligently import Client GIS data into the Inform CAD databases. It consolidates GIS data related tools for maintaining and using GIS data in CentralSquare products. It consists of a Windows Forms application, a command line console application, and a programming API that consists of a set of reusable publicly exported classes and methods.

Training classes will be conducted between Tuesday and Thursday, based on mutual availability of the CentralSquare and Client staff. Training course will be limited to three (3) students per class.

This class will be held at the Client’s site. The Client is responsible for providing adequate training facilities, including at least one Inform CAD console with GISLink utility installed on it.

Prerequisites: GIS knowledge and background; familiarity with ESRI tools.
No other activities (including but not limited to CentralSquare performing follow up changes to the Client’s maps, development of special material for the Client, or a follow-up one-on-one session with the Client’s GIS staff) are within the scope of this class.

7.3.1.5 Inform CAD System Administration Training (CentralSquare Site)

The System Administration Training course provides an overall administrative perspective of the system including operating system and database management software and equipment components. This comprehensive 4 to 5-day course is held at CentralSquare headquarters, and trains System Administrators and staff members on how to set up and administer infrastructure configurations for the Client-configured Inform CAD System. The class will also provide attendees with sufficient skills to perform system maintenance manage and monitor interfaces, manage system operation and database settings for application support, maintenance and backup, and general troubleshooting skills.

Attendance of the Client-designated individuals should be coordinated and scheduled through CentralSquare’s Project Manager and should be coordinated in such a way that does not interfere with progress of the Project. System Administration classes are held regularly in CentralSquare’s training facility in San Diego and may have attendees registered from agencies other than the Client.

Training classes start on a Monday and end on Friday. The number of attendees will be based on the number of seats that have been purchased by the Client. If more than one seat is purchased by the Client, the Client has the option to send their attendees to one class or different classes.

The Client is responsible for the travel fees and out of pocket expenses for their staff attending this class in CentralSquare’s facility.

Prerequisites: Basic Windows and SQL Server knowledge

No other deliverables or follow up activities, including creating special material or applications for the Client, are included within the scope of this class.

7.4 Implementation of Inform Mobile

a) Inform Mobile System Orientation

The Inform Mobile System Orientation is conducted by a CentralSquare Inform Mobile Business Analyst. Inform Mobile is an Inform CAD-Integrated System, meaning that a significant amount of mobile functionality is dependent upon CAD functions as well as the configuration of the Client’s Inform CAD system. Given this interdependency, the Inform Mobile System Orientation generally will follow Inform CAD System Orientation, and occasionally is deferred until after verification of the hierarchy at DOLF.

During the Inform Mobile System Orientation, the Business Analyst will give a demonstration of the Mobile product. It is suggested that Client personnel who will be responsible for facilitating Mobile end user training should also take part in the configuration of Mobile.

The CentralSquare Business Analyst will document the Client’s configuration options in a Configuration worksheet which will be presented to the Client team for review and approval prior to configuring the application. Timely review and approval of this document by each agency is key to timely completion of the configuration work. Functional Acceptance Testing of the Mobile system is based on a standard set of FAT test documents, as they are applicable to specific configurations of the system.

CentralSquare Responsibilities

- Schedule the Inform Mobile System Orientation meeting in accordance with the Client’s availability and the Project Schedule.
• Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.

• Conduct the meetings based on the distributed agenda.

• Document the Client’s requirements and configuration specifications resulting from the System Orientation discussions for Mobile.

• Document and assign owners and due dates to any action items and track all action items to closure.

• Document any gaps between the standard functionality of the System and functionality required by the Amendment for further analysis and discussion and/or facilitate the change control process. Client requests for functionality beyond the scope of the Amendment will be reviewed at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the Client.

• Complete the configuration worksheets and deliver to the Client for review and approval.

• Prepare and submit a TCR upon completion of the System Orientation activities, and upon delivery of the configuration worksheets to the Client.

Client Responsibilities

• Provide adequate facilities to comfortably hold the System Orientation to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.

• Provide communications center representatives authorized to make decisions with regard to the interrelationship between Mobile use and dispatcher control functions such as status updates; traffic stops and the like.

• Provide subject matter experts that can describe operational requirements of field users.

• Provide a subject matter expert for Mobile WAN connectivity, firewall and network configuration and in-vehicle computer hardware.

• Ensure that requested information such as data elements necessary to begin the Subsystem build are provided within a timely manner.

• Upon receiving the Mobile configuration worksheet, review and provide approval, or any necessary changes to CentralSquare in a timely manner.

• Participate in the Change Management Process for any requested software changes.

• Review and approve the applicable TCRs.

b) Inform Mobile Map Data Import

The process of Inform Mobile Map Data Map Import converts the Inform CAD streets data into a format that can be used by Mobile. This process also includes adding necessary map layers for the Client.

c) Inform Mobile Configuration

Inform Mobile Business Analyst will configure the Mobile based upon the options that have been documented in the Mobile configuration sheet, once the servers have been installed at the Client site. The Business Analyst will also use these configurations for preparing the FAT document. These activities will be performed remotely.
d) Inform Mobile Training

Inform Mobile Training classes are conducted based on the quantities that are specified in the Amendment. These classes are conducted on consecutive days, on the weekdays during business hours (Tuesday-Friday, during business hours). Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the FAT have been completed and the results are documented in a TCR.

Typically CentralSquare trains a small group of the trainers from the Client field users, and that group completes training the balance of the field users.

A detailed description of these classes is provided below.

CentralSquare Responsibilities

- Schedule training classes with the Client.
- Conduct training classes as scheduled.
- Prepare and submit a TCR to the Client upon completion of each class or group of consecutive classes.

Client Responsibilities

- Schedule appropriate Client staff to attend scheduled training.
- Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.
- Review and approve the applicable TCRs.

7.4.d.1 Inform Mobile Administration Course

Mobile Administration training is a hands-on course provided by experienced trainers who have both training and public safety experience. This half (½) day course prepares the Mobile Administrator to configure and maintain the Mobile Server and Mobile Interface(s). The course is set for one (1) or two (2) students. Access to the Mobile Server and Interface(s) is required. During this process CentralSquare Business Analyst/System Engineer will instruct the client on installation of Mobile Clients and provides assistance for installation of up to five (5) Mobile devices. The Client will be responsible for installation of the balance of Mobile devices.

The course includes the operation of the Mobile system including customization of specific screen layouts, Active & Waiting Incident Queue, Unit Queue, and agency-specific screens.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to three (3) students per class.

Prerequisites: Knowledge of: 1) HTML/XML, CSS, and JavaScript 2) SQL, especially views, stored procedures, and database schema; and 3) Standard GPS protocol (TAIP and NMEA)

7.4.d.2 Inform Mobile Train-the-Trainer Course

Mobile Train-the-Trainer training is a hands-on course provided by experienced trainers who have both training and public safety experience. The course prepares personnel to use Inform Mobile and teach others how to use Inform Mobile. The course can accommodate up to eight (8) students with working and configured Mobile devices. It is desirable that each participant have their own configured Mobile device.

The course includes user operation including starting and stopping the application, updates, screen layouts, messaging, status changes, mobile maps, incident assignments and incident updates. Hands-on training and agency scenarios may vary by Agency. The duration of this class may be between four and six (4-6) hours.
Training classes will be held between Tuesday, and Friday. The number of students attending the User Training course will be limited to eight (8) students per class.

This class will be held at the Client’s site. The Client is responsible for providing adequate training facilities, including a conference room with adequate space and seating/conference table space, white board, projector, and computer projector (capable of 1024x768 resolution).

**Prerequisites:** Completion of a Microsoft Windows Tutorial (this may be waived upon demonstrated ability to work with Windows), typing skills of a minimum of 25 words/minute and Mobile field user experience.

### 7.5 System Integration Testing (SIT) of Inform CAD, Inform Mobile, and Interfaces

Once the FAT is concluded for all subsystems (Inform CAD, Inform Mobile, and each of the interfaces) and in preparation for Go Live, CentralSquare and the Client will conduct a one day SIT. The SIT will be conducted based on a number of scenarios that test the call flow from the call creation to disposition in CAD. These scenarios include the Inform CAD, Inform Mobile and Interfaces that can be tested in the pre-production environment and are scheduled to Go Live at the same time. A small group of the Client staff (1-2 dispatchers and 1-2 Mobile field users) should participate in this test with CentralSquare. CentralSquare will work with the Client on defining a set of test scenarios that test the system based on the Client’s practices. It is recommended that the Client utilize sample calls from their legacy System. These scenarios must be signed off prior to commencement of the SIT. At the successful completion of SIT without any issues that prevent the System to be taken Live the Client shall provide written approval that the System is ready for Go Live.

### 7.6 Implementation of Inform RMS

Inform RMS is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Inform RMS.

#### a) Inform RMS System Orientation

The Inform RMS System Orientation is conducted at the Client’s site and led by a CentralSquare Business Analyst. The duration of the Inform RMS System Orientation is generally up to three (3) days and includes a Business Process Review of the Client’s operations. This System Orientation can be conducted in conjunction with Inform CAD if purchased together.

Some key discovery points for the Inform RMS System Orientation are as follows:

1) **Work Flow** – Understanding the setup for work flow processes from the field report to the State Submission. This may include time observing Departmental Divisions (such as Patrol, Records, Investigations, Property and Evidence, and the like).

2) **Review reporting requirements.**

3) **Event numbering (Incidents)** including master incident numbers and case numbers.

It is recommended that the number of attendees in the System Orientation is limited to 10 to allow for more effective communication during the session. Based on the key discovery points during this session, it is necessary that the attendees include individuals who can properly address these key points and make configuration decisions.

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During the System Orientation session the Business Analyst will facilitate an operational overview of Inform RMS by demonstrating the report flow from creation to approval and case assignment.

CentralSquare Responsibilities

- Schedule the System Orientation meeting in accordance with the Client’s availability and the Project Schedule.
- Prepare and distribute the meeting agendas and documents for Client review or completion two weeks prior to each meeting.
- Conduct the meetings based on the distributed agenda.
- Document the Client’s requirements and configuration specifications resulting from the System Orientation discussions.
- Document and assign owners and due dates to any action items and track all action items to closure.
- Document any gaps between the standard functionality of the System and functionality required by the Amendment for further analysis and discussion and/or facilitate the change control process. Client requested changes for changes beyond the scope of the Amendment will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the Client.
- Produce a System Orientation Report with the key decisions and configuration points as a result of the System Orientation.
- Prepare and submit a TCR upon completion of relevant activities.

Client Responsibilities

- Provide adequate facilities to comfortably hold the System Orientation to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.
- Ensure participation of key stakeholders and decision-makers in the System Orientation process.
- Provide subject matter experts that can explain the agency’s current work flow and application processes. These persons should have the ability to make decisions regarding any changes in work flow that may arise through the use of the new Inform RMS System.
- Provide subject matter experts that will be the RMS super users, as well as a person or persons that will be responsible for the ongoing maintenance of the RMS Code Files and configuration (RMS Administrator).
- Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the RMS.
- Provide subject matter experts that will be responsible for the maintenance of the agency’s street centerline data.
- Review and approve applicable TCRs.

b) Inform RMS Administration and Review Training

The Inform RMS Administration and Review Training is a hands-on course for Inform RMS System Administrators conducted once RMS is installed at the Client site. During the course, students will learn how to create users, assign roles, create RMS templates and assign workflows. Students also learn overall administration responsibilities for implementation, configuration, and maintenance of Inform RMS.
Participants include key members of CentralSquare’s implementation team and should not exceed ten (10) core members of the Client’s implementation team. The Client’s team should include RMS Central and Local Administrators.

Following the training, ownership of the RMS System Build transfers to the Client. The Client will enter the balance of the Code Files, build templates, create workflows, and complete the build of personnel. The Client also becomes responsible for maintaining Code Files (personnel, Violation Codes, Property Locations, and the like) that must be continuously updated to keep the Code Files in Go-Live ready status. During this phase, the assigned CentralSquare Business Analyst will provide consultation services.

The Inform RMS Administration and Review Training will be up to three (3) days onsite.

CentralSquare Responsibilities

• Schedule the Inform RMS Administration and Review Training in accordance with the Client’s availability and the Project Schedule.

• Prepare and distribute the meeting agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

• Conduct the meetings based on the distributed agenda.

• Create the project checklist itemizing the tasks for completion throughout the RMS implementation.

• Provide the Client team with a copy of the Inform RMS User and Administration Guides.

• Prepare and submit a TCR upon completion of the training.

Client Responsibilities

• Provide adequate facilities to comfortably hold the training activities.

• Ensure participation of the appropriate personnel.

• Continue the code file building activities after completion of this training.

• Review and approve the applicable TCR.

c) Inform RMS Base System Build

After completion of the Inform RMS Administration and Review Training, it is the responsibility of the Client to assume ownership of building and maintaining the RMS templates, personnel, and roles.

This will be an iterative process throughout the implementation of RMS building upon knowledge learned through each training class and workshop. The assigned CentralSquare Business Analyst will work with the Client to start and supervise the initial Code File building process during the workshops. The Client will be actively involved and responsible for the Code File configuration process throughout the project.

CentralSquare will deliver the Inform RMS System with the base NCIC Codes. The Client is responsible for building and maintaining the System Codes, Personnel, Property Locations, and Violation Codes (including local ordinances). The CentralSquare Business Analyst will begin the System Build with a base of 50 personnel entered in to the system. The Client is responsible for the remaining Personnel data being entered and maintained.

Note: It is the responsibility of the client to complete the UCR/NIBRS code mapping to the violation codes.

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Validation through the implementation until DOLF allows for the continual review and updating of the Code File setup while limiting the risk of rework. This task is considered to have been completed when the Business Analyst has demonstrated the RMS functionality at DOLF.

CentralSquare Responsibilities

- Monitor and evaluate the System build throughout the implementation and provide guidance as needed.

Client Responsibilities

- Provide timely input and updates to the Templates, Workflows, Users, Roles, and System codes.
- Continue building the Templates, Workflows, Users, Roles, and System Code Files (those not built by CentralSquare) through completion.

d) Geographical Information Services

7.6.d.1 Data Evaluation

The CentralSquare GIS Analyst will work with the Client to create the address locator packages and configure the RMS GIS services. GIS data must be from a single integrated source when delivered to CentralSquare for conversion.

CentralSquare Responsibilities

- Evaluate Client-supplied GIS data to ensure it is formatted correctly for creation of the address locator packages.
- Create the address locator packages, and configure the RMS GIS services
- Prepare and submit a TCR upon completion of this work.

Client Responsibilities

- Provide data in the required format, and per Project Schedule.
- Based on the analysis provided by CentralSquare, make needed changes to mapping data to allow the resulting GIS data to meet CentralSquare’s mapping data requirements.
- Review and approve the appropriate TCR.

e) Inform RMS Workshops

After the Inform RMS Administration and Review Training has been completed, the CentralSquare project team will conduct one or more Inform RMS workshops either remotely or at the Client site. This session is intended to be an extension to the Inform RMS Administration Training for more complex implementations and multi-jurisdictional agencies as specified in the contract. Each Inform RMS workshop will be up to three (3) days onsite. An example of workshops would be (Incident/Arrest/Case Management), (Crash, Citation, Other Event), or (Records Administration). If the Project includes multiple Workshops, they may or may not be scheduled to occur over consecutive weeks.

Participants include key members of CentralSquare’s implementation team and should not exceed ten (10) core members of the Client’s implementation team. The Client’s team should include RMS Central and Local Administrators.

The Project includes:
Four (4) Inform RMS Workshops

CentralSquare Responsibilities

• Schedule the Inform RMS Workshop in accordance with the Client’s availability and the Project Schedule.

• Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.

• Conduct the meetings based on the distributed agenda.

• Prepare and submit a TCR upon completion of the workshop.

Client Responsibilities

• Provide adequate facilities to comfortably hold the training activities.

• Ensure participation of the appropriate personnel.

• Continue the code file building activities after completion of this training.

• Review and approve the applicable TCR.

f) Inform RMS Output Designer Workshop

The CentralSquare project team will conduct the three (3) day Inform RMS Output Designer Workshop at least 6-8 weeks upon completion of the (Incident, Arrest, Case Management Workshop). CentralSquare recommends the RMS templates should be 90-95% complete prior to this workshop to prevent rework on the form outputs.

This session is intended for creating custom form outputs using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Inform RMS Web UI Data Entry Templates. Using the Inform RMS Output Designer application utility, attendees will learn to generate a dataset based on the Inform RMS Module template, utilizing SSRS to customize the output based off a pre-defined default output report. Attendees will also learn how to configure the templates to use the custom form output within the Inform RMS Web Data Entry Designer tool.

This is an advanced Workshop and attendees must have prior experience using SSRS. CentralSquare will not provide training on SSRS. This Workshop will be up to three (3) consecutive days with a class size limitation of five (5) students.

CentralSquare Responsibilities

• Schedule the Workshop in accordance with the Client’s availability and the Project Schedule.

• Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

• Conduct the meetings based on the distributed agenda.

• Prepare and submit a TCR upon completion of the Workshop.

Client Responsibilities

• Provide workstations with Inform RMS and SQL Server Reporting Service access.

• Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.
• Ensure participation of the appropriate personnel.
• Continue the Output Designer activities after completion of this training.
• Review and approve the applicable TCR.

g) Inform RMS Demonstration of Licensed Functionality (DOLF)

Once the System build is complete, a Demonstration of Licensed Functionality (DOLF) is conducted. This working workshop includes a review of the Templates, Workflow, Users, Roles, Code Files and configuration. The Inform RMS DOLF workshop will review the completeness of the codefiles in the Client’s system, review system functionality, review templates, personnel, workflow, system codes, and configurations to conduct an overall system readiness assessment. This session will also provide a forum for the Client to discuss any final workflow questions or issues prior to Functional Acceptance Testing and End User Training.

The DOLF for Inform RMS is up to three (3) days and will be held at the Client’s facilities on the Client’s system hardware, after it has been configured by CentralSquare.

Participants include key members of CentralSquare’s implementation team and should not generally exceed ten (10) core members of the Client’s implementation team. The Client’s team should include RMS Administrators and Subject Matter Experts. At the conclusion of the session, a DOLF report is produced which documents the core software configuration and activities to be completed by the Client. Any issues that require follow-up action, including any outstanding Go Live issues will be documented in the applicable Project journal. Any issue that is determined to be outside the scope of this Project, as defined herein, requiring a modification or enhancement to the CentralSquare Software will be addressed through the Change Control process.

CentralSquare Responsibilities

• Schedule the DOLF workshop in accordance with the Client’s availability and the Project Schedule.
• Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.
• Conduct the meetings based on the distributed agenda.
• Provide initial hands on training on the applicable system and introduction to different modules and their configurations.

Note: This training is not meant to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an opportunity to perform validation and readiness of the Inform RMS (and Field Based Reporting if purchased).

• Document and assign owners and due dates for any action items and track all action items to closure.
• Develop and deliver the DOLF Trip report.
• Handoff the management the Code Files to the Client.
• Prepare and submit a TCR upon completion of the DOLF, and upon delivery of the DOLF Trip report to the Client.
Client Responsibilities

- Provide adequate facilities to comfortably hold the DOLF to include an overhead projector. Two projectors are preferred. DOLF also requires workstations for each participant.
- Ensure complete participation of Central and Local Inform RMS Administrators for the purposes of reviewing the RMS configuration as-built.
- Provide participants that are versed with the ability to continue the configurations.
- Assume ownership for the continued build and maintenance of the system under the guidance of the CentralSquare project team.
- Ensure participation of key stakeholders and decision-makers in the DOLF process.
- Observe the change control process for any requested software changes.
- Review and approve the applicable TCRs.

h) Inform RMS Functional Acceptance Testing (FAT)

Inform RMS Functional Acceptance Testing follows a standard content, approach and format. An Inform RMS Business Analyst performs the acceptance testing with the Client, prior to the start of End User Training. This process will be based on the standard CentralSquare FAT documents. The FAT documents have a standard content and format. The standard CentralSquare FAT documents will be sent to the Client for review prior to conducting the tests. The FAT results are documented in a TCR for verification and approval by the Client. Upon completion of FAT, the Client and CentralSquare will review the list of FAT failures (if any), and perform an assessment of the errors and determine the timeline for remedying the issues (pre versus post Go Live).

Participants include key members of CentralSquare’s implementation team and should not generally exceed five (5) core members of the Client’s implementation team.

CentralSquare will repeat any specific failed FAT tests following the correction of any issues which has caused the test to fail. This process will not include a repeat of the entire tests.

| Note: | CentralSquare may organize at its discretion, separate breakout FAT sessions for subsections of the FAT documents that are applicable only to one agency (for example, applicable only to a Sheriff’s Department or single agency). Each test will be executed once, and all applicable users and agencies must attend the FAT session and observe the tests. |

| Note: | Successful completion of the FAT as part of the Pre-Go Live testing process does not constitute Final System Acceptance if such a Post-Go Live Reliability Testing is defined in the Amendment. |

CentralSquare Responsibilities

- Deliver CentralSquare’s standard FAT documents to the Client no later than two weeks prior to conducting the FAT.
- Provide a TCR to the Client to approve the receipt of the FAT documents.
- Assist the Client in conducting the FAT in accordance with FAT documents.
- Identify and document any issues discovered during the FAT.
Upon completion of FAT prepare and submit a TCR to the Client, including a list of any exceptions to FAT.

**Client Responsibilities**

- Work toward the timely completion of all predecessor tasks to include the base code table entry and configuration.
- Provide adequate facilities to execute the FAT.
- Participate in the FAT by providing operational subject matter experts.
- Assist CentralSquare in documenting FAT findings and results.
- Review and approve the appropriate TCRs.

**Inform RMS Data Conversion**

This Project includes a one-time conversion of the data from one (1) legacy database into Inform RMS. These sources are:

Refer to the Functional Design Document (FDD) for the above noted conversion. It contains details on the planned approach, data fields that will be converted into Inform RMS and assumptions.

**CentralSquare Responsibilities**

- Perform an analysis of the legacy data, provided by the Client.
- Collaborate with the Client in defining the data mapping, as well the resolution of the duplicate names.
- Provide an Operational Scenario Document (OSD) prior to developing the scripts for the data conversions.
- Create the necessary scripts for the data transfer.
- Perform the initial data conversion and import for review by the Client.
- Perform the final data conversion and import into the Inform RMS.
- Prepare and submit the applicable TCRs.

**Client Responsibilities**

- Extract and scrub the legacy data, and deliver it to CentralSquare in SQL format within thirty (30) days from the date of Inform RMS System Orientation.
- Provide a data dictionary to define all elements of the legacy data.
- Assist CentralSquare with data mapping exercise.
- Review, provide feedback and approve the OSD document prior to performing the data conversion.
- Review and approve (or provide feedback, detailing the required corrections) for the interim data conversion delivery within ten (10) days of receiving.
- Review and approve (or provide feedback, detailing the required corrections) the final data conversion delivery within ten (10) days of the final conversion.
- Provide a secure and reliable network connection.
- Review and approve the applicable TCRs.
j) Inform RMS Training

**Note:** Training classes are conducted based on the quantities that are specified in the Amendment. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Amendment.

Inform RMS Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the Inform RMS FAT has been completed and the results are documented.

Descriptions of classes are provided below.

**CentralSquare Responsibilities (for all Inform RMS Classes)**

- Conduct a training orientation via conference call between the assigned CentralSquare Training personnel and the designated Client representative. The objective of this session is to define the Training Schedule, based on the configurations of the Subsystem.
- Schedule the Inform RMS Training class(es) in accordance with the Client’s availability and the Project Schedule.
- Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.
- Develop and provide the Inform RMS Training Plan for all licensed product options to the Client.
- Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.
- Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

**Client Responsibilities (for all Inform RMS Classes)**

- Participate in the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the Client’s System.
- Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.
- Provide a Local RMS Administrator for each class that can answer agency specific questions as related to the build of the Client’s system.
- Review and approve the applicable TCRs.

**7.6.j.1 Inform RMS End User Training – Records**

The Inform RMS End User Training for Records is a hands-on course that prepares the students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, State Reporting, Redaction and Expungements. This class also instructs users on how to search crime report records easily and efficiently. Students learn how to maintain State-reportable UCR/NIBRS reports. This class is recommended for all personnel responsible for the day-to-day records data entry and maintenance of all departmental reports. This three-day course prepares a core set of end users to use Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

**Prerequisites:** 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures. 3) An understanding of how the Records Department interacts with Dispatch and Patrol.
7.6.j.2 Inform RMS End User Training – Field Officers

The Inform RMS End User Training for Field Officers session is a hands-on three-day course. This course trains students to use Inform RMS and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash (or applicable modules) through the workflow process. For the train-the-trainer portion of the class, CentralSquare prepares selected Client personnel to train other end users on Inform RMS. The goal is to prepare these personnel to apply CentralSquare’s training concepts to train field users on Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

**Prerequisites:** 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with the Records Department and Dispatch.

7.6.j.3 Inform RMS Property and Evidence Training

The Inform RMS Property and Evidence training is a hands-on three-day workshop for personnel responsible for entering, updating, and maintaining evidence records, and providing written notification for property or impounds. Students learn how to configure the module, search evidence records, manage evidence items, create item barcodes, and use barcoding for inventory evidence. Training should be conducted directly with the Evidence Technicians at the agency’s Evidence room.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

**Prerequisites:** 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to maintaining Evidence. 3) A thorough understanding of how each of the Agency’s Evidence locations are laid out and used.

7.6.j.4 Inform RMS End User Training – Investigations Training

The Inform RMS Investigations training is a hands-on three-day course for Case Managers, Investigative Supervisors, and Investigators (Detectives). Students learn how to assign cases for investigation and track their progress, add case supplements/case materials, create incident supplements, arrests, and update cases as needed. Training should be conducted directly with detectives that can train other detectives at their agency; this helps ensure proper workflows are discussed and configured.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

**Prerequisites:** 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to Case Management, Investigations, and the management of Intelligence data (if applicable).

7.6.j.5 Inform RMS End User Training – Civil and Warrants

The Inform RMS End User Training for Civil and Warrants class is a hands-on three-day course for personnel responsible for entering, updating, and maintaining civil process records and warrants. Students learn how to maintain names, property, fees, dispositions, and payments associated with these civil process records. Training for this module should be specific to the staff involved in the Civil Process.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

**Prerequisites:** 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies, procedures, and requirements for managing the civil process, associated records and reports. 3) A comprehensive understanding of the departmental policies, procedures, and requirements for managing the warrants process, associated records and reports.

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7.6.6 Inform RMS Report Writing Class

The Inform RMS Report Writing Training is a hands-on course that will prepare students to create, modify, and run reports on data within the Inform RMS application. Students will learn how to use the Ad-Hoc Reporting module within Inform RMS, as well as how to create new Microsoft SQL Reporting Services (SSRS) Custom Reports using SQL Database Model Views. This three (3) day class is recommended for all personnel that will utilize the provided reporting tools to extract data from the Inform RMS.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Prerequisites: 1) Completion of Inform RMS Training. 2) General understanding of Microsoft SQL Reporting Services. 3) Understanding of Department Reporting requirements.

7.7 Inform RMS System Integration Testing (SIT)

Once the FAT is concluded for Inform RMS and in preparation for Go Live, CentralSquare and the Client will conduct a one day remote SIT. The SIT will be conducted based on a provided scenario that test the records management process. A small group of the Client staff (1-2 Records staff and field users) should participate in this test with CentralSquare. CentralSquare will work with the Client on refining the test scenario that test the system based on the Client’s practices. This scenario must be signed off prior to commencement of the SIT. At the successful completion of SIT without any issues that prevent the System to be taken Live the Client shall provide written approval that the System is ready for Go Live.

CentralSquare Responsibilities

- Schedule A SIT with the Client.
- Assist the Client in preparing test scenarios that can be used during this test and closely simulates the normal Client’s call flow.
- Prepare and submit a TCR to the Client documenting the tests that will be used for the SIT.
- Participate in the SIT with the Client.
- Prepare and submit TCRs upon successful completion of the SIT.

Client Responsibilities

- Provide test scenarios that closely simulate the Client’s normal call flow.
- Participate in conducting the SIT.
- Review and approve the applicable TCRs.
- Provide test systems (or pre-Production systems) for all integrations and interfaces. If the client can not provide a test system CentralSquare must test using the production system. This testing includes, but it not limited to, test data entry in a production system.

7.8 Implementation of IQ Search

IQ Search is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system
is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for IQ Search.

a) IQ Search Setup and Conversion Services

The historical data import is a process by which CentralSquare extracts applicable data from CentralSquare applications and imports that data into IQ Search. The data is then available for search and reporting functionality subject to subscriptions purchased.

Note: Each application must be on release versions designated as IQ Search compatible.

- Inform CAD
- Inform RMS

The data available in IQ Search from the Inform Product Suite is listed in each applications’ IQ Search Field Mapping Guide.

CentralSquare Responsibilities

- Deliver the IQ Search Client Readiness Checklist to Client and review with Client once completed and returned.
- Install and Configure Synchronization.
- Perform historical Bulk Import.
- Configure IQ Search:
  - Provision Agencies within IQ Search
  - Provision Administrator Users within IQ Search
- Prepare and submit Task Completion Reports (TCR) to the Client for approval to document delivery of products and services.

Client Responsibilities

- Complete the IQ Search Client Readiness Checklist, return and review with CentralSquare once completed, address any necessary requirements.
- Provide remote access to CentralSquare’s implementation team to Client servers.
- Make appropriate Client staff available during the installation to assist CentralSquare’s implementation team in resolving any issues during the process.
- Review and approve the applicable TCRs.

b) IQ Search Administration Training (Remote)

This CentralSquare instructor led class is designed for those individuals who will be responsible for the administration of IQ Search. Participants will be instructed on how to configure, administer, and operate IQ Search in an administration role. The recommended class size for this training is up to 9 participants.

This training is up to 4 hours and is delivered in one remote session.

At the completion of the training, participants will be able to perform the following:

1) Access and successfully login to IQ Search
2) Understand the IQ Search site
3) Understand the management console for IQ Search
4) Create and manage roles
5) Create and manage users

CentralSquare Responsibilities

• Schedule the Administration training in accordance with the Client’s availability and the Project Schedule.
• Provide standard Administration training sessions for Client personnel
• Prepare and submit TCRs upon completion of the training.

Client Responsibilities

• Schedule appropriate personnel to attend Administration training.
• Ensure participation of the appropriate personnel.
• Review and approve the applicable TCRs.

C) IQ Search Core End User Training (Remote)

This CentralSquare instructor led class is designed for the end users of IQ Search. End users include roles such as officers, records clerks, dispatchers, dispatch supervisors, managers, and agency administrators. This class may be attended by the end users, or trainers who will be training the end users within the agency(ies). The recommended class size for this training is up to 12 participants.

This training is up to 4 hours and is delivered in one remote session.

At completion of this training, participants will be able to perform the following:

1) Access and successfully login to IQ Search
2) Understand the IQ Search site
3) Use links within the site
4) Use Online Help
5) Use Search Filters
6) Save searches and manage saved searches
7) View Search History
8) View Search Details
9) Set up Search Alerts and manage alerts
10) Create and access reports

These half day courses are conducted remotely and trains a core set of end users on the IQ System. Typically, the remaining end users will be trained via Client delivered training sessions.

The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Note: All remaining IQ Search end users must complete Client provided end user training.
CentralSquare Responsibilities

- Schedule the IQ Search Core End User Training class(es) in accordance with the Client’s availability and the Project Schedule.
- Conduct the training session(s) on a mutually agreed to schedule.
- Prepare and submit a TCR to the Client upon completion of the training.

Client Responsibilities

- Provide adequate facilities to comfortably hold the training activities.
- Ensure participation of the appropriate personnel.
- Ensure that all IQ Search core end-users attend the end-user training provided by CentralSquare.
- Provide IQ Search training to all other end users.
- Ensure that each IQ Search end-user completes relevant training before assigning the end-user a username and password to access the IQ Search.
- Review and approve the appropriate TCR.

7.8.c.1 IQ Search Acceptance

The IQ Search application will be considered Accepted upon completion of the first IQ Search Core End User Training provided by CentralSquare and the first Subsystem (such as Inform CAD or Inform RMS) is contributing Production data to the IQ Search application.

7.9 Implementation of IQ CrimeView & FireView Dashboard

The CrimeView & FireView Dashboard will be implemented through a series of standard steps and process gates.

a) Prerequisite Collection and Preparation

The Client’s preparation and delivery of prerequisites to the CentralSquare project team is a critical gate for starting the implementation work.

CentralSquare Responsibilities

- Provide a prerequisites list following the project kick-off meeting.
- Prepare and submit a TCR upon completion of critical prerequisite collection.

Client Responsibilities

- Configure hardware, including creation of a CentralSquare local administrator account on the application servers (details in CrimeView & FireView Appendix A – Dashboard Hardware, Software, and Related Requirements)
- Provide source data access information, typically including ODBC connection details, a read-only database user in each source system, installation of any necessary ODBC or other drivers on the Import Server, and delivery of data dictionaries or target table/field information where requested by CentralSquare.
- Install required software on the Import Server: ArcGIS Desktop, ArcGIS VBA, CentralSquare Desktop application(s)
b) **Application Configuration, Staging Deployment, and Initial Review**

The CentralSquare Implementation Specialist will configure and automate the ETL (Extract, Transform, and Load) processes, including configuring connection(s) to the CAD, RMS, and/or other data sources, SQL or text file imports, data processing, geocoding, and output and transfer of data. Upon completion of this process, the Implementation Specialist will configure the Dashboard application according to the Application Specifications listed in *CrimeView & FireView Appendix B – Dashboard GIS Data* and Application Specifications and Standard Field Lists listed in *CrimeView & FireView Appendix C – Dashboard Standard Field Lists*. The application will then be installed in the CentralSquare staging environment and demonstrated to the customer for an initial review, and training dates will be scheduled during or following the demonstration.

**CentralSquare Responsibilities**

- Configure the ETL process and Dashboard application.
- Provide the Client with data categorization worksheets as necessary.
- Install the application in the CentralSquare staging environment.
- Schedule and conduct the Application Review Meeting.
- Initiate Scheduling of all Dashboard Training sessions.
- Prepare and submit a TCR upon completion of the Application Review Meeting.

**Client Responsibilities**

- Respond promptly to information, data, and assistance requests from the CentralSquare team.
- Complete data categorization worksheets, if required, within 5 business days of the request.
- Work with the CentralSquare Project Manager to facilitate scheduling a date for the Application Review meeting.
- Schedule the appropriate personnel from the Client’s team to attend the Application Review Meeting. This review should include key stakeholders, including analysts, appropriate command staff representatives, and other potential users and subject matter experts.
- Review and approve the applicable TCRs.

c) **Installation**

The CentralSquare Implementation Team will install the application.

**CentralSquare Responsibilities**

- Coordinate an Installation Planning Meeting with the customer if necessary
- Install the application in the live environment.

d) **Dashboard Administrator/Designer Training (Remote)**

This CentralSquare instructor led class is designed for those individuals who will be responsible for the administration of the CrimeView & FireView Dashboard users, permissions, and content. These individuals
typically hold analyst, command staff, GIS, or Information Technology positions. Participants will be instructed on how to use the full application, add/remove users, configure roles and permissions, create content (widgets, alerts, queries on demand, and notes), and organize the content into briefing books and groups. The recommended class size for this training is 2-8 participants.

This training is 4-6 hours and is delivered in one or two remote sessions.

**CentralSquare Responsibilities**

- Schedule the Administrator/Designer training in accordance with the Client’s availability and the Project Schedule.
- Provide standard Administrator/Designer training sessions for Client personnel
- Prepare and submit TCRs upon completion of the training.

**Client Responsibilities**

- Schedule appropriate personnel to attend Administrator/Designer training.
- Ensure participation of the appropriate personnel.
- Provide adequate hardware, telecom, and/or other facilities for the training.
- Review and approve the applicable TCRs.

**Dashboard Train the Trainer Training (On Site)**

**Note:** Train the Trainer occurs after Dashboard Go Live & System Review and is not a dependency for System Acceptance.

**Note:** This training must occur within 6 weeks of Dashboard Go Live & System Review. If the Client cannot schedule the training within this window, an alternative, equivalent delivery method such as a video or remote training will be provided. No refund or credit will be provided as a result of this change.

This CentralSquare instructor led class is designed for a focused group of Dashboard end users who will be responsible for formally or informally training the balance of users at the agency. End users include roles such as officers, command staff, analysts, and administrators. This class may be attended by the end users or trainers who will be training the end users within the agency(ies). The recommended class size for this training is up to 15 participants, and CentralSquare recommends that each participant follows along on a computer.

At completion of this training, participants will be able to perform the following:

1) Access and successfully login to Dashboard
2) Navigate and view the content within the site
3) Run queries and analysis routines within the site.
4) View and post notes/missions within the site.
5) Save their own individual queries within the site.

This training includes two duplicate 4 hour sessions that are delivered on-site both on the same day or in the afternoon of the first day and the morning of the following day. These half day courses train a core set of end users.
users on the CrimeView & FireView Dashboard System. Typically, the remaining end users will be trained via Client delivered training sessions.

The number of students attending the User Training course will be limited to no more than fifteen (15) students per class.

**CentralSquare Responsibilities**

- Schedule the Dashboard Train the Trainer classes in accordance with the Client’s availability and the Project Schedule.
- Conduct the training session(s) on a mutually agreed to schedule.
- Prepare and submit a TCR to the Client upon completion of the training.

**Client Responsibilities**

- Provide adequate training facilities, including a conference room with adequate space, computers for each attendee, and a computer projector.
- Prepare the training computers by installing any required software and ensuring access to the Dashboard website(s).
- Ensure participation of the appropriate personnel.
- Provide Dashboard training to all other end users.
- Review and approve the appropriate TCR.

### 7.10 Dashboard Go Live & System Review

Dashboard “Go Live” occurs at the point when the Dashboard application is available to trained Administrator users. This initiates the System Review, during which the client takes responsibility for testing and data validation, and CentralSquare provides support and consultation.

**a) System Review**

Once the system is in production, one or more Administrator logins have been provided to the client, and the Administrator/Designer training has been completed, the application will be considered “live”, and the System Review will begin. During the System Review, the client is responsible for reviewing the application and informing the CentralSquare Project Manager of any noticed or potential issues or deficiencies with the configuration or data. The System Review period will expire in 10 business days, at which point, CentralSquare will address all submitted items prior to Train the Trainer training.

CentralSquare responses to each submitted item will fall into one of the following categories:

1) This item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
2) Further information or action from the Client is required in order to assess the item (a time window for Client action will be provided).
3) This item is a result of the source query or GIS data provided by the Client and requires Client action to fix (a time window for Client action will be provided).
4) This item identifies a software bug that has been submitted for review and rectification.
5) This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.
Suggested Client Review Items:

1) Presence of contracted Query Layers (example: Calls for Service, Incidents, Arrests, etc.)
   a. Query Layers are listed/visible in the “What” query panel.

2) Query layer data integrity and completeness:
   a. Compare/confirm the number of records vs. the source database (CAD/RMS) by running identical queries in both systems.
   b. Confirm the fields identified in the Statement of Work are included by viewing the data in the Table.
   c. Confirm that the fields displayed in the Table contain the expected values (including codes/descriptions)
   d. Review Crime/Incident/Data type categorization/symbology.

3) Saved Query Completeness and Accuracy
   a. Confirm the accuracy and completeness of the Saved Query picklists on the “What” query panel.
   b. Perform queries and confirm that they return the expected results.

4) Geocoding
   a. Use Pin Map queries and/or Filter widgets to plot records on the map and spot check general accuracy to confirm the mapped location matches the address/location listed on the record.
   b. Spot check the address values displayed in the Dashboard (every query layer) against the address listed in the source system/data.

5) Geography and Operational Layers
   a. Confirm the Geographic Query Layers identified in project planning (up to 10) are present and the proper selection values are listed on the “Where” query panel (example: “Zone 1, Zone 2, Zone 3…”)
   b. Confirm the Operational Layers identified in project planning (up to 5) are present and accurately reflect the GIS data provided for the project.

CentralSquare Responsibilities

• Prepare and submit a “Go Live” TCR at the completion of Administrative/Designer Training
• Notify the Client that the System Review period has begun, provide the review items listed above
• Receive and address all items/issues submitted by the Client during the System Review
• Prepare and submit a TCR.

Client Responsibilities

• Complete the Suggested Client Review Items listed above.
• Inform the CentralSquare Project Manager of any questions, issues, or requested configuration changes.
• Review and approve the appropriate TCRs
7.11 Implementation of System Interfaces

a) Inform Standard Interfaces’ Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the CentralSquare Standard Interfaces are described in the Interface Requirements Documents (IRD).

A CentralSquare Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the Client’s subject matter experts and prepare a configuration worksheet (Interface Configuration Document – ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The Client is responsible for engaging the third-party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

CentralSquare Systems Engineer will configure and install the Standard interfaces on Client’s system hardware. IRDs are not Client specific documents, and not subject to edits, changes, or approval. Client specific configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved prior to configuration of the interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of CentralSquare System Engineering or Engineering teams, using proprietary tools. Any changes to the requirements of the Records Check Interface from the approved Configuration worksheet will be subject to additional cost and configuration time. Once each of the Standard Interfaces are installed and configured, they can be staged for FAT.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with CentralSquare within the scope of this Amendment.

Note 1: Standard Interfaces are developed and enhanced within the CentralSquare product version process for CentralSquare software products (such as Inform CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the Client’s system to be on a compatible version.

Note 2: The Client’s provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project, since modification to Standard Interfaces are only released with a major version of Inform CAD.

Note 3: Any changes to the configuration of Standard Interfaces made by the Client makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

Note 4: The Client is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third-Party System or for connecting to CentralSquare.
b) **Custom Interfaces’ Requirement Gathering and Configuration**

A CentralSquare Systems Engineer will review requirements specified by the Amendment applicable to Custom Interfaces, and lead gathering detailed operational requirements within the scope of the Amendment. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference.

Once sufficient information has been gathered to describe the operational functionality of the Interface, the Systems Engineer will create Operational Scenario Documents (OSD) detailing the operation of the Interface. Client’s input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSDs. The completed OSDs will be provided for Client’s review. This document must be approved by both the Client and CentralSquare prior to development. The Client will be given a TCR that the document was provided, meets the requirements and has been reviewed with the Client. The Client must review the OSD within 10 days from delivery by CentralSquare, and provide comments and questions back to CentralSquare or provide approval if no changes or edits is necessary.

The Client is responsible for obtaining the API for each of the third-party vendors that CentralSquare applications are interfacing with. The API must be for the version of the third-party software that CentralSquare will be interfacing with. The timelines for providing these documents to CentralSquare is concurrent with development of the OSD, so that any limitations associated with the level of integration with the third-party application can be taken into consideration.

Delays in review and approval of the OSDs can impact timely development of the interfaces, and ultimately delay the Go Live of the system. All requirement changes for Custom Interfaces after approval of the OSD shall follow the Change Management process, and may be subject to additional cost and development time.

Upon approval of the OSD the custom interfaces are developed by CentralSquare engineering team. Once developed, these interfaces will be installed on Client equipment and go through testing with the Client and applicable third party vendors who own and administer the vendor side of the interface.

The Client is also responsible for coordinating execution of a mutual Non-Disclosure Agreement (NDA) between the third-party vendors and CentralSquare before any technical information or documentation can be exchanged or testing can commence.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with CentralSquare within the scope of this Amendment.

**Note 1:** The Client’s provision of Interface requirements for each of the Custom Interfaces is an early Project checkpoint. This information is needed to develop the OSDs for Custom Interfaces. Incomplete, inaccurate, or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project.
**Note 2:** The Client is responsible for providing Application Programming Interface (API) documentation for the Third-Party Systems. The API must document the integration process for the level of interface integration defined by CentralSquare’s response to the RFP. The Client is responsible for any services or software needed from such Third-Party Systems to allow for integration with the third party system.

**Note 3:** The scope of functionality for the custom interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

**Note 4:** High level descriptions of each of the custom interfaces in Appendix D - Custom CentralSquare Interfaces, will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

**Note 5:** The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a CentralSquare Subcontractor, based on the Amendment.

**Note 6:** CentralSquare is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

**c) Interface Functional Acceptance Testing (FAT)**

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of CentralSquare FAT documents for each interface, as they are applicable to Client’s configurations.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the Systems Engineer. The test source will be the provided IRDs; therefore, all Standard Interfaces will be tested against standard, predefined CentralSquare FAT documents. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

CentralSquare will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

**CentralSquare Responsibilities**

- Provide the IRD to the Client for review for each of the Standard Interfaces.
- Prepare and submit a TCR to the Client, documenting the delivery of the IRDs to the Client for Standard Interfaces.
- Review the IRD with the Client for each of the Standard Interfaces and gather and document the configuration options for the Interface.
- Install and Configure the Standard Interfaces based on the agreed upon configurations.
- Gather the operational requirements for each of the Custom Interfaces and develop and OSD.
- Provide the OSD to the Client for review and approval. (for custom interfaces only)
- Prepare and submit a TCR to the Client, documenting Client’s approval of the OSD for each of the Custom Interfaces.
- Develop the Custom Interfaces based on the approved OSD.
- Install and configure the Custom Interfaces.
- Prepare and submit TCRs upon installation of the Interfaces.
- Develop FAT documents reflecting feature descriptions found within the provided and applicable OSDs.
- Provide the FAT documents to the Client for review prior to conducting the FAT for each interface.
- Provide a TCR to the Client to approve the receipt of the FAT documents.
- Assist the Client in conducting Acceptance Testing in accordance with FAT documents.
- Prepare and Submit a TCR, documenting completion of FAT including any exceptions to FAT.
- Resolve FAT issues and re-run tests as required.

**Client Responsibilities**

- Participate in the review of the IRDs and provide the configuration information to CentralSquare in a timely manner.
- Provide the information that are necessary for development of the OSD for each Custom Interface.
- Obtain the API for each of the third-party applications that CentralSquare interfaces with and provide the document to CentralSquare.
- Review and approve the OSDs based on the required timelines.
- Engage the third-party vendors in the requirement gathering, development, testing and other interface development activities.
- Review and approve the FAT documents.
- Participate in the FAT.
- Assist CentralSquare in documenting FAT findings and results.
- Review and approve the applicable TCRs.

### 7.12 System and Subsystem Go Live

The “cut over” of each of the Inform CAD, Inform Mobile, Inform RMS, Inform CAD Browser Subsystems, and Interfaces into the production environment is a highly orchestrated activity that will require a number of resources from both the Client and CentralSquare teams.

**a) Inform CAD, Mobile, and Inform CAD Subsystem Go Live**

The “cut over” of the Inform CAD, Inform Mobile, Inform CAD Browser and Interfaces into the production environment is a team approach. It is the intent of the Project to take all these Subsystems Live at the same time.
CentralSquare utilizes a pre-Go Live checklist for Inform CAD with various activities to ensure readiness of the System prior to Go Live. There are some tasks that must be performed by the Client, which are detailed in the pre-Go Live checklist. This activity begins several weeks in advance of Go Live.

CentralSquare will provide the Client with a standard Go Live authorization letter that must be approved by the Client no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the Client’s confirmation that the System and staff are ready for Go Live.

CentralSquare will provide the Client with a Go Live authorization letter, detailing the date and time of Go Live and those components that will be taken into Live operations. It is necessary that the Client approves this letter no later than 2 weeks prior to the scheduled Go Live to secure the Go Live support resources.

Prior to Go Live the pre-production test data will be purged from the Client’s system. The equipment is staged to move into the communications center and/or units. Units and personnel are logged into the System and Interfaces are activated.

At Go Live, the CentralSquare and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through CentralSquare Customer Services. A more detailed Go Live plan will be provided with adequate lead time.

The Project Manager will be an active participant in the Go Live process. Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require CentralSquare support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

Inform CAD, Mobile, and Inform CAD Interfaces:

7.12.a.1 Onsite Go Live Support Services for Inform CAD and Inform Mobile (24 Hour Coverage for 2 Days - Two 12 Hour Shifts Per Day, One Person Per Shift) CentralSquare Responsibilities

1) Provide to the Client a Go Live check list with adequate time for review.
2) Prepare and submit a Go Live authorization letter to the Client.
3) Identify the participants for the Go Live in accordance with the terms of the Amendment.
4) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the Client’s system as part of the Go Live check list.
5) Prepare and submit a TCR upon first Go Live operation of the Inform CAD.

7.12.a.2 Client Responsibilities

1) Timely review of the Go Live checklist.
2) Complete Mobile roll out process in sufficient time to allow for testing prior to Go Live.
3) Review and approve the Go Live authorization letter no later than 3 weeks prior to the scheduled Go Live.
4) Provide adequate persons for the supervision and monitoring of the Client’s Inform CAD end users 24/7 beyond the participation of the CentralSquare staff.
5) Provide dedicated workstations (preferably 2 workstations) for CentralSquare support staff during Go Live support period.
6) Provide 24/7 support by the Client’s IT department.
7) Develop a process for the reporting and resolution of field mobile issues.

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8) Review and approve the applicable TCR.

b) Inform RMS Go Live

Once end-user training has been completed and Inform RMS is ready to be placed into production, CentralSquare will assist the Client in placing the system into operation. In preparation for Go Live, CentralSquare will assist the Client in cleaning the training data from the Inform RMS System.

CentralSquare will provide the Client with a standard Go Live authorization letter that must be approved by the Client no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the Client’s confirmation that the System and staff are ready for Go Live.

At Go Live, the CentralSquare and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through CentralSquare Customer Services. A more detailed Go Live plan will be provided with adequate lead time.

The duration of the Go Live support for Inform RMS and its subsystems for this project will be 4 days (to include pre and post cutover) by 2 people. Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require CentralSquare support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

Inform RMS Go Live Coverage:

7.12.b.1 Onsite Go Live Support Services for Inform RMS (8 Hour Coverage for 4 Days - Single Shift Per Day, Two People Per Shift)

CentralSquare Responsibilities

- Prepare and submit a Go Live authorization letter to the Client.
- Identify the participants for the Go Live in accordance with the terms of the Amendment.
- Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the Client’s system as part of the Go Live preparations.
- Be on-site to assist the Client in placing the system into production status.
- Assist Client staff in using the system and assist the computer operations staff in supporting the system.
- Provide System monitoring following the actual System cut over as specified within the Amendment.
- Prepare and submit a TCR upon first Live operation of Inform RMS.

Client Responsibilities

- Complete Inform RMS roll out to support the Go Live date.
- Review and approve the Go Live authorization letter no later than 3 weeks prior to each scheduled Go Live.
- Complete all relevant end user training to support the Go Live of the Subsystems.
- Place the software into production and begin operational use in consultation with CentralSquare and in accordance with the project schedule.
- Provide adequate persons for the supervision and assisting the end users beyond the participation of the CentralSquare staff.
- Provide dedicated workstations for CentralSquare support staff during Go Live support period.
• Provide Client IT support to cover all Client end user and CentralSquare staff hours of operation.
• Develop a process for the reporting and resolution of issues.
• Review and approve the applicable TCR.

c) CrimeView & FireView Go Live, System Review, & Acceptance

“Go Live” for CrimeView & FireView occurs at the point when the Dashboard application is available to trained Administrator users. This initiates the System Review, during which the client takes responsibility for testing and data validation, and CentralSquare provides support and consultation.

7.12.c.1 CrimeView & FireView System Review

Once one or more CrimeView & FireView Administrator logins have been provided to the client, and the CrimeView & FireView Administrator/Designer training has been completed, the application will be considered “live”, and the System Review will begin. During the System Review, the client is responsible for reviewing the application and informing the CentralSquare Project Manager of any noticed or potential issues or deficiencies with the configuration or data. The System Review period will expire in 10 business days, at which point, CentralSquare will address all submitted items prior to Train the Trainer training.

CentralSquare responses to each submitted item will fall into one of the following categories:

1) This item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
2) Further information or action from the Client is required in order to assess the item (a time window for Client action will be provided).
3) This item is a result of the source query or GIS data provided by the Client and requires Client action to fix (a time window for Client action will be provided).
4) This item identifies a software bug that has been submitted for review and rectification.
5) This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.

Suggested Client Review Items:

1) Presence of contracted Query Layers (example: Calls for Service, Incidents, Arrests, etc.)
   a. Query Layers are listed/visible in the “What” query panel.

2) Query layer data integrity and completeness:
   a. Compare/confirm the number of records vs. the source database (CAD/RMS) by running identical queries in both systems.
   b. Confirm the fields identified in the Statement of Work are included by viewing the data in the Table.
   c. Confirm that the fields displayed in the Table contain the expected values (including codes/descriptions)
   d. Review Crime/Incident/Data type categorization/symbology.

3) Saved Query Completeness and Accuracy
   a. Confirm the accuracy and completeness of the Saved Query picklists on the “What” query panel.
   b. Perform queries and confirm that they return the expected results.
4) Geocoding
   a. Use Pin Map queries and/or Filter widgets to plot records on the map and spot check
general accuracy to confirm the mapped location matches the address/location listed
on the record.
   b. Spot check the address values displayed in the Dashboard (every query layer)
against the address listed in the source system/data.

5) Geography and Operational Layers
   a. Confirm the Geographic Query Layers identified in project planning (up to 10) are
present and the proper selection values are listed on the “Where” query panel
(example: “Zone 1, Zone 2, Zone 3…”)
   b. Confirm the Operational Layers identified in project planning (up to 5) are present
and accurately reflect the GIS data provided for the project.

CentralSquare Responsibilities
• Prepare and submit a “Go Live” TCR at the completion of Administrative/Designer Training
• Notify the Client that the System Review period has begun, provide the review items listed above
• Receive and address all items/issues submitted by the Client during the System Review
• Prepare and submit a TCR.

Client Responsibilities
• Complete the Suggested Client Review Items listed above.
• Inform the CentralSquare Project Manager of any questions, issues, or requested configuration changes.
• Review and approve the appropriate TCRs

7.12.c.2 CrimeView & FireView Acceptance
The CrimeView & FireView Dashboard application will be considered Accepted upon completion of the
System Review.

7.13 Reliability Acceptance Period
Upon Go Live for the Subsystem(s), the Client shall use the Subsystem for a thirty (30) consecutive day
period to verify operational functionality in a live environment. If no Critical Priority or Urgent Priority
Software Errors (as those terms are defined in Addendum E to the Agreement) are reported during such
thirty (30) day period, the Subsystems shall be deemed to have achieved Final Acceptance. In the event that
a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period,
CentralSquare shall commence actions in accordance with the Software Support Agreement to correct the
reported error.

Note: If Subsystems do not Go Live on the same day, or if agencies and/or PSAPs Go Live in
multiple phases, the Reliability Acceptance Period for each Subsystem will start the first day
that Subsystem Goes Live and is used in a Production environment by any agency and/or
In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

In the event that an Urgent Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Agreement.

Critical or Urgent Priority software errors caused by factors that are outside of CentralSquare’s control, and/or from variables which are outside the scope of CentralSquare’s responsibilities, will not be counted Critical or Urgent Priority software errors. Examples of such issues could be, but are not limited to:

1) Power failures
2) Operator error
3) External network failure
4) Availability of components that are not provided by CentralSquare but interface to/from the CentralSquare solution
5) Hardware or Operating System software
6) Non-CentralSquare supplied software components introduced to the working environment

During the Acceptance Test Period, the Subsystem will be frozen, (i.e., no changes, fixes, and/or updates will be applied, except those that are required to address Downtime Failures associated with the Acceptance Test Period.)

At the conclusion of the Acceptance Test Period, as further defined in the Agreement, the Subsystem will be deemed accepted by the Client.

CentralSquare Responsibilities

- Document the start of the Reliability Acceptance Period upon Go Live of the Subsystem in a TCR.
- Address any Reliability Acceptance Period issues that are reported during this test period.
- Document other issues that are not considered “Reliability Acceptance” issues to be addressed as part of the support and maintenance of the Subsystem.
- Provide the appropriate TCR to document the Final Acceptance of the System.

Client Responsibilities

- Report issues when they develop.
- Review and approve the applicable TCRs.
8 PROJECT CLOSURE

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to CentralSquare’s Customer Services Group. Any remaining Project related administrative tasks are completed by CentralSquare and Client. Project documentation is archived and primary Client interaction is officially handed over from the CentralSquare Project Manager to the CentralSquare Account Manager.

8.1 System Transition

Following Go Live, there is a transition period where the Client moves from the implementation team to the support team. This transition will change the Client’s primary point of contact from the Project Manager back to the Account Manager. Software support will be handled through the Customer Services Group. The Client’s issues will be entered, tracked, and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the Client at system installation.

CentralSquare Responsibilities

- Provide payment reconciliation, final TCRs and final invoices.
- Transition the CentralSquare point of contact from the Project Manager to the Account Manager and Customer Support Services Department.
- Provide continued support based on terms of Amendment.

Client Responsibilities

- Provide approval of Project TCRs within five (5) business days.
- Provide payment reconciliation and payment of final invoices.
The purpose of this table is to identify specific portions of the System Code files and modules that must be built and configured prior to Inform CAD System DOLF.

**Note:** Items identified with asterisk (*) are optional, and will be built as specified, only if the Client chooses to use them.

<table>
<thead>
<tr>
<th>Code File Item</th>
<th>Must Be Built by CentralSquare Prior to DOLF</th>
<th>To Be Built at DOLF</th>
<th>To Be Built After DOLF by the Client, Under CentralSquare’s Supervision</th>
<th>Needed to Perform FAT Testing (if the module is being utilized)</th>
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</thead>
<tbody>
<tr>
<td>Advisor</td>
<td></td>
<td>Build 2 completely</td>
<td>X</td>
<td>Minimum of two (2) are needed for testing.</td>
</tr>
<tr>
<td>Audit Reasons *</td>
<td>Build up to 10</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
<td></td>
</tr>
<tr>
<td>Bolo Type*</td>
<td>Build up to 20</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
<td></td>
</tr>
<tr>
<td>Call Response Disposition*</td>
<td>Build up to 10</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
<td></td>
</tr>
<tr>
<td>Call Taking</td>
<td></td>
<td>X</td>
<td>One Call Taking Screen complete</td>
<td></td>
</tr>
<tr>
<td>Caller Types *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
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</tr>
<tr>
<td>Cancellation Reasons</td>
<td>Build up to 15</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
<td></td>
</tr>
<tr>
<td>Capability Types *</td>
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<td></td>
</tr>
<tr>
<td>Cardfile *</td>
<td>Review functionality</td>
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<td>At least 2 categories and 2 entries in each</td>
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</tr>
<tr>
<td>Cardfile categories *</td>
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<td>Minimum of two (2) are needed for testing</td>
<td></td>
</tr>
<tr>
<td>Caution note category</td>
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<td>Minimum of two (2) are needed for testing</td>
<td></td>
</tr>
<tr>
<td>Caution Note Source</td>
<td>Review functionality</td>
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<td>Minimum of one (1) is needed for testing</td>
<td></td>
</tr>
<tr>
<td>Code File Item</td>
<td>Must Be Built by CentralSquare Prior to DOLF</td>
<td>To Be Built at DOLF</td>
<td>To Be Built After DOLF by the Client, Under CentralSquare’s Supervision</td>
<td>Needed to Perform FAT Testing (if the module is being utilized)</td>
</tr>
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<td>-------------------------------</td>
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<td>---------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------</td>
</tr>
<tr>
<td>Caution Notes</td>
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<td>Minimum of two (2) are needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Change Destination Reason *</td>
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<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Color Assignment</td>
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<td></td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>Controlling Dispatcher</td>
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<td></td>
<td>Minimum of two (2) sectors are needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Custom Data Field Builder *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Custom Timestamp Builder *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Customer Information</td>
<td>X</td>
<td></td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>Dispatch levels *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of two (2) are needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Employee Schedule Change *</td>
<td>Build up to 10</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Explorer Setup Utility</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eye Description</td>
<td>(CentralSquare uses NCIC standard)</td>
<td></td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>Gender Description*</td>
<td>(CentralSquare uses NCIC standard)</td>
<td></td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>GIS REQ. Cities Tables</td>
<td>(Part of GIS Conversion)</td>
<td></td>
<td>The initial conversion must be complete</td>
<td></td>
</tr>
<tr>
<td>GIS REQ. County Tables</td>
<td>(Part of GIS Conversion)</td>
<td></td>
<td>The initial conversion must be complete</td>
<td></td>
</tr>
<tr>
<td>GIS REQ. Map Layers (parks, water, rails, etc.)</td>
<td>(Part of GIS Conversion)</td>
<td></td>
<td>The initial conversion must be complete</td>
<td></td>
</tr>
<tr>
<td>GIS REQ. Response Areas</td>
<td>At least one will be built for DOLF. If Provided to CentralSquare prior to DOLF, Review functionality</td>
<td>X</td>
<td>Minimum of two (2) sectors are needed for testing (or the response areas included in the initial conversion)</td>
<td></td>
</tr>
<tr>
<td>Code File Item</td>
<td>Must Be Built by CentralSquare Prior to DOLF</td>
<td>To Be Built at DOLF</td>
<td>To Be Built After DOLF by the Client, Under CentralSquare’s Supervision</td>
<td>Needed to Perform FAT Testing (if the module is being utilized)</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------------------------</td>
<td>--------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>GIS REQ. State Tables</td>
<td>(Part of GIS Conversion)</td>
<td></td>
<td></td>
<td>The initial conversion must be Complete</td>
</tr>
<tr>
<td>GIS REQ. Streets Database</td>
<td>(Part of GIS Conversion)</td>
<td></td>
<td></td>
<td>The initial conversion must be Complete</td>
</tr>
<tr>
<td>Hair Description</td>
<td>(CentralSquare uses NCIC standard)</td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>Hierarchy</td>
<td>X</td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>Incident Types</td>
<td>Build all Incident types that are provided to CentralSquare prior to DOLF</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of two (2) are needed for testing.</td>
</tr>
<tr>
<td>Inter-Agency security and comment sharing (if applicable)</td>
<td>X</td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>Late Response Reasons *</td>
<td>Review functionality</td>
<td>X</td>
<td></td>
<td>Minimum of one (1) is needed for testing</td>
</tr>
<tr>
<td>License Plate Types *</td>
<td>(CentralSquare uses NCIC standard)</td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>Location Type Utility</td>
<td>Review functionality</td>
<td>X</td>
<td></td>
<td>Minimum of two (2) are needed for testing.</td>
</tr>
<tr>
<td>Message Audit Utility</td>
<td>Review functionality</td>
<td></td>
<td></td>
<td>At least 1 message is needed in CAD for testing</td>
</tr>
<tr>
<td>Method Call Received *</td>
<td>Review functionality</td>
<td>X</td>
<td></td>
<td>Minimum of one (1) is needed for testing</td>
</tr>
<tr>
<td>MSI - Call Taking Settings</td>
<td>Review functionality</td>
<td>X</td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>MSI - Global Settings</td>
<td>X</td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>MSI - Priority Builder</td>
<td>X</td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>MSI - Toggles</td>
<td>X</td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>Code File Item</td>
<td>Must Be Built by CentralSquare Prior to DOLF</td>
<td>To Be Built at DOLF</td>
<td>To Be Built After DOLF by the Client, Under CentralSquare’s Supervision</td>
<td>Needed to Perform FAT Testing (if the module is being utilized)</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>---------------------------------------------</td>
<td>--------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------</td>
</tr>
<tr>
<td>MSI- Miscellaneous Functionality</td>
<td></td>
<td>X</td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>MSI- Nomenclature</td>
<td></td>
<td>X</td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>MSI- Odometer *</td>
<td></td>
<td>X</td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>Multi Agency Setup *</td>
<td></td>
<td></td>
<td>X</td>
<td>Complete</td>
</tr>
<tr>
<td>Messaging</td>
<td></td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>Number Setup Utility</td>
<td>X</td>
<td></td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>Out of Service Reasons</td>
<td></td>
<td></td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
</tr>
<tr>
<td>Password Security</td>
<td></td>
<td></td>
<td>X</td>
<td>Complete for the personnel involved in testing</td>
</tr>
<tr>
<td>People as Capabilities *</td>
<td></td>
<td></td>
<td>X</td>
<td>Minimum of two (2) are needed for testing.</td>
</tr>
<tr>
<td>Permission Security Manager</td>
<td></td>
<td></td>
<td></td>
<td>Complete for the personnel involved in testing</td>
</tr>
<tr>
<td>Permit Status*</td>
<td></td>
<td></td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
</tr>
<tr>
<td>Permit Type*</td>
<td></td>
<td></td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
</tr>
<tr>
<td>Personnel Manager</td>
<td>Build up to 50 prior to DOLF</td>
<td></td>
<td>X</td>
<td>Complete for the personnel involved in testing</td>
</tr>
<tr>
<td>Powerline Setup Utility</td>
<td></td>
<td></td>
<td></td>
<td>At least ten (10) applicable Powerline Commands must be built</td>
</tr>
<tr>
<td>Premise Utility</td>
<td></td>
<td></td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
</tr>
<tr>
<td>Priority Builder</td>
<td>Build up to 10 prior to DOLF</td>
<td></td>
<td>X</td>
<td>Minimum of two (2) are needed for testing.</td>
</tr>
</tbody>
</table>
### Appendix A - Required Inform CAD DOLF Code File build

<table>
<thead>
<tr>
<th>Code File Item</th>
<th>Must Be Built by CentralSquare Prior to DOLF</th>
<th>To Be Built at DOLF</th>
<th>To Be Built After DOLF by the Client, Under CentralSquare’s Supervision</th>
<th>Needed to Perform FAT Testing (if the module is being utilized)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem (Incident Sub-Type)</td>
<td>Build up to 20 prior to DOLF</td>
<td>X</td>
<td>Minimum of two (2) are needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Race Description *</td>
<td>(CentralSquare uses NCIC standard)</td>
<td></td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>Reset Timer Reasons *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Resource Group Manager *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Resource Icon Assignment</td>
<td>Build up to 20 prior to DOLF</td>
<td>X</td>
<td>Minimum of twenty (20) is needed for testing.</td>
<td></td>
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<tr>
<td>Response Area Builder</td>
<td>Build at least one prior to DOLF</td>
<td>X</td>
<td>Should be complete</td>
<td></td>
</tr>
<tr>
<td>Response Plan Manager</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of two (2) are needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Response- Incident Editor Queue</td>
<td>X</td>
<td></td>
<td>Should be complete</td>
<td></td>
</tr>
<tr>
<td>Roster Cancellation Reasons*</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Roster Exception Reasons *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Roster Setup Utility *</td>
<td>Review functionality</td>
<td>X</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>Roster Template Builder *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Rotation Categories *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Rotation Suspension Reasons</td>
<td>Review functionality</td>
<td></td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Shift Type</td>
<td>X</td>
<td></td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Shorthand Comment Builder *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Sound Manager *</td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing.</td>
<td></td>
</tr>
<tr>
<td>Code File Item</td>
<td>Must Be Built by CentralSquare Prior to DOLF</td>
<td>To Be Built at DOLF</td>
<td>To Be Built After DOLF by the Client, Under CentralSquare’s Supervision</td>
<td>Needed to Perform FAT Testing (if the module is being utilized)</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------</td>
<td>------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------</td>
</tr>
<tr>
<td>Station Post Manager</td>
<td>X</td>
<td></td>
<td>X</td>
<td>Minimum of two (2) are needed for testing.</td>
</tr>
<tr>
<td>Status Names</td>
<td></td>
<td>X</td>
<td></td>
<td>Should be complete</td>
</tr>
<tr>
<td>Street Finder alias Utility</td>
<td></td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
</tr>
<tr>
<td>Timers and Warnings Utility *</td>
<td></td>
<td>Review functionality</td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
</tr>
<tr>
<td>Transport Priority Types</td>
<td>X</td>
<td></td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
</tr>
<tr>
<td>Transport Protocol Types</td>
<td>X</td>
<td></td>
<td>X</td>
<td>Minimum of one (1) is needed for testing</td>
</tr>
<tr>
<td>Unit Names</td>
<td>Build up to 50 prior to DOLF</td>
<td></td>
<td>X</td>
<td>Minimum of five (5) is needed for testing</td>
</tr>
<tr>
<td>User Functionality Groups</td>
<td>Build up to 5 prior to DOLF</td>
<td>Review functionality</td>
<td>X</td>
<td>Complete for the personnel involved in testing</td>
</tr>
<tr>
<td>Vehicle Manager</td>
<td>Build up to 50 prior to DOLF</td>
<td></td>
<td>X</td>
<td>Minimum of five (5) is needed for testing</td>
</tr>
</tbody>
</table>
Note: Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

There are no product modifications proposed for this project.
11 APPENDIX C - STANDARD CENTRALSQUARE INTERFACES

**Note:** The scope of functionality for these Standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced.

**Note:** High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

**Note:** The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a CentralSquare Subcontractor, based on the Amendment.

11.1 Standard Interfaces for Each Environment

The following sections list the Standard Interfaces that are included in this Amendment. If not explicitly listed, the interface will not be installed and supported in the specific environment.

**a) Production Environment:**

1) One (1) Standard ANI/ALI Interface
2) Ten (10) Standard EMD integration
3) Two (2) Standard Inform CAD to External System Incident Data Transfer Interface
4) One (1) Standard Pictometry Integration
5) One (1) Standard NCIC/State (CentralSquare) Message Switch Interface to Inform CAD and Inform RMS
6) One (1) Standard USDD Station Alerting Interface
7) One (1) S Standard Station Alert Interface USDD

**b) Disaster Recovery Environment:**

1) One (1) Standard ANI/ALI Interface
2) Ten (10) Standard EMD integration
3) One (1) Standard Station Alert Interface USDD
4) One (1) NCIC/State Message Switch Software - CAD/Enterprise/Mobile Enterprise
5) One (1) Standard Inform CAD to External System Incident Data Transfer Interface - ImageTrend
6) One (1) Standard Pictometry Integration
7) One (1) Inform Mobile Pictometry Interface

c) Test Environment:
   1) Standard EMD Integration

### 11.2 NCIC State Message Switch

The Standard NCIC/State Message Switch Solution includes the following Connections, Transactions, and Query Builder Feature (Optional Purchased Feature):

#### a) Connections

11.2.a.1 Inform CAD

11.2.a.1.1 Standard Connections for Inform CAD

The following standard connections will be included in the project, subject to applicable access:

1) State Justice Switch for State/NLETS/NCIC transactions
2) Inform CAD Be on the Look Out (BOLO) and Supplemental Information. Access is available through Inform CAD and Mobile for BOLO and Supplemental Information (previous incident-related Person, Vehicle, Firearm and Property queries run from Inform CAD or Inform Mobile) queries.
3) Inform RMS System from Inform CAD (Only if Client has Inform RMS)

11.2.a.1.2 Custom Connections for Inform CAD

Custom connections allow the ability to access additional records management systems, warrant/court systems, or other accessible external databases. Access to custom connections from Inform CAD and/or Inform Mobile will be identified.

Custom connections included in this Amendment:

   1) No Custom Connections are included as part of this Amendment

11.2.a.2 Inform RMS

11.2.a.2.1 Standard Connections for Inform RMS

The following standard connections will be included in the project, subject to applicable access:

1) State Justice Switch (County Justice Switch in California) for State/NLETS/NCIC transactions

11.2.a.2.2 Custom Connections for Inform RMS

Custom connections allow the ability to access additional records management systems, warrant/court systems, or other accessible external databases.

Custom connections included in this Amendment:

   1) No Custom Connections are included as part of this Amendment
b) Transactions

11.2.b.1 Standard State/NLETS/NCIC Connection Transactions

The following standard transactions will be included in the project, subject to applicable access (State switch access in most States). These standard queries can be performed via Inform CAD PowerLine, Inform CAD Query entry page, Inform Mobile Query entry page, and Inform RMS query entry page.

1) For new State implementations that CentralSquare has not yet developed Standard Transactions, the Client is responsible for providing State documentation for review by CentralSquare Product Management to identify standard state transactions.
   i. State DMV/NLETS Driver Record Inquiry by Name/Date of Birth (DOB) or Drivers License Number (OLN). (Also includes “super queries” provided by some states to query multiple state/NLETS/NCIC databases from a single inquiry transaction)
   ii. State NCIC Wanted Person Query by Name/Date of Birth or Drivers License
   iii. State DMV/NLETS Vehicle Registration Record Inquiry by License Plate or VIN
   iv. State and NCIC Stolen Vehicle Inquiry
   v. NCIC Firearms Inquiry by Serial Number
   vi. NCIC Article Inquiry by Serial Number

2) The following responses are supported for parsing local Person and Vehicle state transactions. Parsing of returns is applicable if Client is using Inform RMS and transactions are already defined.
   a. Copy list here

   Note: None of above queries include record entry, modification or update (Cancel, Clear, Locate) transactions. This functionality is available only if **Query Builder** is purchased and the customer builds the queries or CentralSquare develops the query. Reference Custom Transactions section.

   Note: Above queries are included as long as they can run against Standard Connections, or Custom connections specified by the Amendment.

3) The following queries can be run from any system that is integrated with the TriTech Message Switch (TTMS).
   - Standard Inform CAD Connection Transactions
   - Inform CAD Be On the Lookout (BOLO) records:
     - Person by Name or Driver’s License Number
     - Vehicle by License Plate or VIN
   - Inform CAD Supplemental Information records:
     - Person by Name or Driver’s License Number
     - Vehicle by License Plate or VIN
     - Firearm by Serial Number
11.2.b.2 Custom Transactions

Custom transactions can be developed or performed via Inform CAD Records Check Client, Inform RMS Inline transactions, and Inform Mobile Query screens only. For an additional cost, custom PowerLine commands can be developed for these transactions in Inform CAD.

Examples of custom transactions include, but are not limited to the following:

1) Boat, aircraft, or ATV/snowmobile queries
2) Restraining Order or Criminal History queries
3) Administrative messages
4) Entry Transactions
5) Modify Transactions (modify existing records)
6) Update Transactions (Clear, Cancel, Locate)
7) Queries against records accessed through custom connections.

Custom connections included in this Amendment:

1) No Custom Connections are included as part of this Amendment
Note: The Client is responsible for providing Application Programming Interface (API) documentation to these Third-Party Systems that document the integration process for the level of interface integration defined by CentralSquare’s response to the RFP. The Client is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third Party System API or for connecting to CentralSquare Interfaces Software in the absence of a Third Party API.

Note: The scope of functionality for these custom interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a CentralSquare Subcontractor, based on the Amendment.

12.1 Custom Interfaces for Each Environment

The following sections list the Custom Interfaces that are included in this Amendment. If not explicitly listed, the interface will not be installed and supported in the specific environment.

There are no Custom Interfaces proposed for this Project.

a) Production Environment:

1) One (1) CentralSquare eCitations Interface
2) One (1) LiNX Interface (Export)
3) One (1) Police to Citizen License (130,000 population)
4) One (1) Securus XJail to Inform RMS Mugshot Import
5) One (1) TREDs Interface
6) One (1) Virginia Supreme Court Citation Data Transfer (Bidirectional)
b) Disaster Recovery Environment:
   1) None

b) Test Environment:
   1) None
13 APPENDIX E - SUBCONTRACTOR(S) STATEMENT(S) OF WORK

Note if there are no sub-contractors for this Amendment or add the SOW
14 CRIMEVIEW & FIREVIEW APPENDIX A – DASHBOARD HARDWARE, SOFTWARE, AND RELATED REQUIREMENTS

NOTE: All hardware and software provided by the Client must be solely dedicated for the CrimeView & FireView Dashboard application unless approved in writing by the CentralSquare Project Manager.

14.1.a.1 Client Hardware

a) Import Server
   1. CPU: Quad-core processor, 1.8 GHz or faster
   2. 8 GB RAM
   3. RAID 1 disk configuration using two (2) 146GB 15K RPM SAS disk drives
   4. 1000Mb Network Card
   6. Local administrator account provided to CentralSquare
   7. A static external IP address: this is a security requirement in order to transmit data to the CentralSquare Cloud
   8. Web access to https://extractor.omegagis.com

b) End User Workstations
   1. Windows
      i. 2 GB RAM
      ii. Processor: 1.8 GHz or faster
      iii. Minimum monitor resolution: 1280 x 1024 px
      iv. 100/1000Mb network card
      v. Windows: Vista, 7, 8, 9, or 10
      vi. Internet Explorer 7 or later
      vii. Microsoft Silverlight 5 or later
   2. Macintosh (Intel-based)
      i. 2 GB RAM
      ii. Processor: 1.83 GHz or faster
      iii. Minimum monitor resolution: 1280 x 1024 px
      iv. 100/1000Mb network card
      v. Safari
      vi. Microsoft Silverlight 5 or later

14.1.a.2 CentralSquare Provided Software

a) CentralSquare ETL Tools: Import Wizard, etc.
14.1.a.3 Client Provided Software

a) ArcGIS Desktop 10.0 - 10.4 – Basic License (formerly ArcView)

b) ArcGIS Desktop VBA Resources for Developers (no cost license only)
15 CRIMEVIEW & FIREVIEW APPENDIX B – DASHBOARD GIS DATA AND APPLICATION SPECIFICATIONS

a) GIS Data Specifications

1) Boundary and Landmark Features
   The client shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:
   i. Boundaries and jurisdictions such as beats and reporting districts
   ii. Landmark information such as schools, parks, and other locations of interest

2) Geocoding Reference Data
   The client is responsible for providing accurate Geocoding Reference Data in a GIS format that will be used to generate a geocoding service. Reference data may consist of street centerlines, address points, parcels, points of interest, or other GIS features referenceable in the data to be geocoded. The quality of geocoding (placement of records on the map) will be dependent upon the quality, completeness, and consistency of the Geocoding Reference Data and the consistency of location/feature names and references between the Geocoding Reference Data and the CAD, RMS, or other data being geocoded.

3) Map Caches
   The CrimeView Dashboard supports the use of one or more map caches, which serve as the background map(s) for the application. ESRI’s ArcGIS Online maps are the current default map caches for the application’s background layers, and at its sole discretion, CentralSquare may replace one third party map cache source for another third party map cache. The client may provide map caches for the application if the following requirements are met:
   i. Caches must be built using the Web Mercator Auxiliary Sphere (102100 or 3857) projection.
   ii. If multiple caches will be used in the Dashboard, the zoom levels must match between caches.
   iii. The caches must be accessible by URL to all intended end-users and to the location of the Dashboard web server.
   iv. The client is responsible for maintaining the map cache(s) and assuring availability and accessibility.
   v. The cache site may be required to reside in an SSL website.

b) Application Specifications

1) Data History
   The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset.

2) Widgets
Each widget presents data in based on the query/selection configured for it by the agency. Widgets can be added, deleted, and modified by administrator or designer users and are updated automatically up to four times per day. A total of 400 widgets are licensed with the Dashboard, and more may be added at an additional cost.

3) Briefing Books

Briefing books are role-oriented containers that store up to 10 pages of widgets at a maximum of 6 widgets per page. Briefing books can be configured by the Client agency’s users as standard functionality. A total of 25 briefing books are licensed with the Dashboard, and CentralSquare will configure up to 2 standard briefing books to serve as initial content or templates for the Client.

4) Symbology

All applications include standard CentralSquare symbology for each data source.

5) Operational Layers

An operational layer represents a set of geographic features, typically boundaries or landmarks, that can be displayed on top of the base geography. CentralSquare will configure up to five (5) operational layers.

6) Saved Queries

Saved Queries are a set of pre-defined data queries organized in folders. Data queries are based on data available from the RMS or CAD system and vary in design from one application to another. CentralSquare will configure Saved Queries for the fields designated in Appendix C where code/description lookup tables are available either by provision from the customer or in the source database. Each Saved Query group will query one field within the data, and a maximum of five hundred (500) total saved query pick list items will be provided per designated field.

7) Geographic Queries

Geographic queries filter data query by location, a known boundary, point of interest, address or intersection. This will limit search results to those records occurring within the selected boundary or within the specified radius of the point of interest, address or intersection. CentralSquare will configure up to ten (10) geographic query layers.

8) Users

Three user types will be provided in order to utilize and administer the application:

vi. Three (3) Administrator logins for purposes of creating new content and managing user logins

vii. Unlimited Designer logins for purposes of creating and modifying content

viii. Unlimited Standard User logins for purposes of viewing content and creating Queries on Demand
### Calls for Service

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*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.
## Crime Incidents/Offenses

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## Recovered Vehicles

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*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.
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*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.*
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### Queries

- Standard NLETS/NCIC/DMV Queries (dependent on State availability)
- Person by Name & DOB or DL/OLN (photo return “in state”)
- Gun
- Vehicle by Plate or VIN
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** Part of “Response Times” query group
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** Part of "Response Times" query group
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<td>REPORT COMPLETED</td>
<td>37</td>
<td>COMPLETED</td>
<td>YES</td>
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</table>
STATEMENT OF WORK

Spotsylvania County, Virginia

eCitation Solution - VP2©

PSJ Enterprise Suite
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# GLOSSARY OF TERMS

All capitalized terms not otherwise defined herein shall have the same meaning as in the Amendment.

"Consultant(s)" means a person assigned by CentralSquare Technologies to perform the Services.

"Customer Project Manager" means an employee of Customer with technical and project management expertise.

"CentralSquare Technologies Project Manager" means an employee of CentralSquare Technologies with project management expertise.
PROJECT DESCRIPTION

Professional services provided by CentralSquare eCitation, a CentralSquare Technologies product line.

Spotsylvania County (Customer) is interested in implementing the VirtualPartner 2.0 e-Citation Solution. This solution will provide the Customer with an integrated system in which officers can improve service to the public, create efficiencies in the ticketing process, and have access to accurate and relevant public safety data.

Project Scope

The overall project objective and scope are as follows:

1. Provisioning of Customer’s VirtualPartner 2.0 portal (see Appendix A: VirtualPartner 2.0 Overview)
2. Delivery of electronic versions of the following Standard Form(s):
   - Standard State of Virginia Forms:
     - Uniform Traffic Citation (UTC)
     - Warning.
   - Standard Federal Forms:
     - Parking
3. Delivery of electronic versions of the following Custom Forms:
   - DUI
   - Tow-Impound
   - Notice to Appear
   - Exchange of Information
4. An Interface with Customer’s mobile data client for pre-population of driver and vehicle fields on the UTC.
5. Delivery of an interface to Inform RMS.
6. Remote Train the Trainer (TTT) – Training which also includes basic configuration and access setup. CentralSquare eCitation will create a login for one (1) user and will then coach remaining admin/TTT. It is suggested that class size is no more than ten (10) participants.

Project Roles

The Customer should provide a person or persons that can speak for the broad breadth of end users. These persons are generally responsible for participation with the TTT course and following end user training.
Project Exemptions

1. Any modifications or customizations to VirtualPartner 2.0 or other CentralSquare eCitation products.
2. Travel to/from the Customer site. All work for this engagement will be completed remotely.
3. Installation of any third-party applications to support the solution. CST will only install/configure the products listed as In Scope above.
4. Manipulation of any data from the mobile client (for mobile data returns) to accommodate changes to the export. Data obtained from returns will be processed and made available to the citation exports as-is with no manipulation or massaging.

PROFESSIONAL SERVICES AND DELIVERABLES

Service Specifications

Customer has requested the following professional services:

<table>
<thead>
<tr>
<th>Service/Task Description</th>
<th>Assigned To: CST</th>
<th>Customer</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Validation of requirements and implementation tasks</td>
<td>✓</td>
<td>✓</td>
<td>Determination of tasks and responsibilities for completion of implementation.</td>
</tr>
<tr>
<td>2. Gathering and validation of configuration data</td>
<td>✓</td>
<td>✓</td>
<td>Documentation of users, lists, etc. for the solution.</td>
</tr>
<tr>
<td>3. Deployment of customer solution</td>
<td>✓</td>
<td></td>
<td>Configuration and setup of VP2 solution.</td>
</tr>
<tr>
<td>4. Training</td>
<td>✓</td>
<td>✓</td>
<td>Remote training for end users and administrators (train-the trainer).</td>
</tr>
<tr>
<td>5. User acceptance testing</td>
<td></td>
<td>✓</td>
<td>Initial software delivery for user acceptance testing and validation.</td>
</tr>
<tr>
<td>6. End-user installation</td>
<td></td>
<td>✓</td>
<td>Installation of client solution on end-user workstations.</td>
</tr>
</tbody>
</table>

Quality Review Checkpoint

| 7. Quality Review Meeting | ✓ | ✓ | Sign-off on all tasks approved inside the SOW and approved change orders. |
PROJECT ROLES & RESPONSIBILITIES

Centralsquare Technologies Roles

The following table indicates the roles of CentralSquare Technologies personnel, as related to the Project and the type of work that role will perform. Any staffing questions should be directed to the Professional Services Manager/Director.

<table>
<thead>
<tr>
<th>Role</th>
<th>Description</th>
</tr>
</thead>
</table>
| Custom Developer(s) (Billable Service) | - Works with the consultants to define the functional requirements documents  
- Creates a proposal identifying the level of effort and cost  
- Writes code for all accepted proposals  
- Unit tests all code written  
- Once the customer tests and accepts the code, the custom developer will release the final code to the customer |
| Project Manager               | - Manages CentralSquare Technologies project team, including detailed task assignments, and monitors project progress.  
- Works with Customer project manager to ensure project fulfills business needs  
- Coordinate between CentralSquare Technologies and Customer project manager to ensure communications are clear  
- Monitor project plan and schedule, maintains and updates throughout the project  
- Tracks CentralSquare Technologies Professional Services Budget and notifies Customer of any risks to budget  
- Tracks project milestones and reports status to Customer on a scheduled basis |
| Technical Support (Non-billable) | - Provides phone and web support for In Scope issues, where Customer is receiving unexpected results from the software.                      |
| Professional Services Manager/Director | - Responsible for overall executive management of project  
- Responsible for CentralSquare Technologies resources assigned to Customer |
Customer Roles

The following Customer resources will be necessary in order for CentralSquare Technologies to complete the tasks of this project.

<table>
<thead>
<tr>
<th>Role</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Manages / monitors project activities</td>
</tr>
<tr>
<td></td>
<td>Assigns and coordinates all customer specific implementation tasks</td>
</tr>
<tr>
<td></td>
<td>Responsible for resolving problems and escalating problems owned by Customer</td>
</tr>
<tr>
<td></td>
<td>Communicate all material Project matters to CentralSquare Technologies through the CentralSquare Technologies Project</td>
</tr>
<tr>
<td></td>
<td>Provides status reports and facilitates project management meetings</td>
</tr>
<tr>
<td>System Administrator</td>
<td>Responsible for reviewing the overall CentralSquare Technologies design and certifying that it is consistent with Customer policies</td>
</tr>
</tbody>
</table>

Customer Obligations

Provided Customer fulfills each of the Customer Obligations on a timely basis, CentralSquare Technologies shall provide Customer with the Services and/or Deliverables subject to the terms and conditions set forth in this Amendment.

CentralSquare Technologies recommends that, to the extent possible, Customer provide continuity of resources for the duration of the Project.

Customer is solely responsible for implementing all business process changes desired by Customer or necessary for Customer's use of the Software.

Throughout the Project, Customer will promptly apply all CentralSquare Technologies updates and fixes. If Customer elects to have CentralSquare Technologies perform such maintenance services, CentralSquare Technologies will do so pursuant to a separate SOW.

Customer shall ensure that all data running on Customer systems, including systems running third-party software is accurate, consistent, and complete, and appropriate for data conversion and interfaces.

Customer shall conduct thorough UAT testing to ensure end user acceptance. UAT testing activities shall be owned and managed by Customer. Customer shall ensure all UAT results are conveyed to CentralSquare Technologies consultant following testing of required business and system functions.
Customer is responsible for completing all required education identified by CentralSquare Technologies consultant prior to go live and will participate in all consulting sessions as designated above.

ASSUMPTIONS

This Statement of Work is based upon the following assumptions:

1. No time has been allocated for any 3rd Party services in this project. All time estimates for 3rd Party services will be provided to your company by 3rd Party via separate Amendment

2. UAT Support by CentralSquare Technologies shall be offered for a period not to exceed 45 calendar days past the delivery of code. Should further support be needed, the duration for continued support will be defined and managed via Change Request. If no comment or feedback is received, the project is considered complete and accepted.
Virtual Partner 2.0 consists the below components:

The Virtual Partner 2.0 Client is used by officers to fill out the electronic reports (e.g., traffic citations) licensed by their agency. The ability to capture electronically violator signatures on supported mobile devices is also included.

The Virtual Partner 2.0 Mobile Query/Document Scan Interface allows for the auto-population of driver and vehicle fields on a report with structured information available from either a mobile query return or a scan or swipe of a driver’s license or vehicle registration.

The Virtual Partner 2.0 Portal provides the Customer with online access to their completed and incomplete reports. The portal also has an Administrative section that allows users with administrative permissions to manage users, devices and lists on the subscribed reports licensed by their agency.

The Virtual Partner 2.0 API (Application Programming Interface) provides external systems or application (e.g., reporting applications and applications that processes citation reports for export to Court and RMS) with secure access to an Customer’s reports stored in the cloud, as well as the ability to update lists stored in the cloud and pushed out to Customer’s devices.
Spotsylvania County
Board of Supervisors Agenda
Executive Summary

Meeting Date: April 14, 2020
Title: VDOT Report

Type: No Action (Information Only), Power Point Presentation

Agenda Title: VDOT Report
Recommendation: Informational item
Summary: The VDOT Report is attached.

Staff Contacts: Paul Agnello, Assistant Director for Transportation Planning; Wanda Parrish, Assistant County Administrator for Community Development

Legal Counsel: N/A
Additional Background/Other Considerations: N/A
Consequence of Denial/Inaction: Informational only

ATTACHMENTS:

<table>
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<tr>
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<th>Type</th>
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<td>VDOT_Presentation_to_Spotsylvania_April_2020.pdf</td>
<td>Presentation</td>
<td>Presentation</td>
</tr>
<tr>
<td>Spotsy_BoS_Request_Form_VDOT_Responses_Final.pdf</td>
<td>BOS Requests</td>
<td>Backup Material</td>
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# Projects in Spotsylvania County

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<tr>
<th>Project</th>
<th>Last Milestone</th>
<th>Next Milestone</th>
<th>Ad Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. UPC 110914/109516: Exit 126 Rte. 1 SB / Route 711 Southpoint Parkway Crossover Conversion</td>
<td>Public Hearing</td>
<td>60% plan design</td>
<td>December 2021</td>
</tr>
<tr>
<td>2. UPC 110913 Lafayette Turn Lane Extension @ Harrison Road</td>
<td>30% plan design</td>
<td>Right of Way</td>
<td>September 2021</td>
</tr>
<tr>
<td>3. UPC 110987 Courthouse Road/Hood Drive Intersection Improvement</td>
<td>Preliminary Design</td>
<td>30% plan design</td>
<td>January 2023</td>
</tr>
<tr>
<td>4. UPC 105464: Route 606 Mudd Tavern Roadway Improvements (West)</td>
<td>Right of Way</td>
<td>60% plan design</td>
<td>November 2020</td>
</tr>
<tr>
<td>5. UPC 107141: Route 620 Harrison Road Reconstruction</td>
<td>30% plan design</td>
<td>Public Hearing</td>
<td>Fall 2021</td>
</tr>
<tr>
<td>6. UPC 110898: Ashleigh at Old Plank Offset Turn Lane</td>
<td>Preliminary Design</td>
<td>Scoping</td>
<td>Fall 2021</td>
</tr>
<tr>
<td>7. UPC 107140: Route 17 Bridge Replacement and Roadway Widening</td>
<td>Right of Way</td>
<td>60% plan design</td>
<td>Fall 2021</td>
</tr>
<tr>
<td>8. UPC 109474: Commonwealth Drive Commuter Lot</td>
<td>Right of Way</td>
<td>60% plan design</td>
<td>March 2020</td>
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## Traffic items in Spotsylvania County

<table>
<thead>
<tr>
<th>Issue/Location</th>
<th>Action</th>
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</thead>
<tbody>
<tr>
<td>Missing speed limit sign, Ely’s Ford Road</td>
<td>Replaced/installed sign late February</td>
</tr>
<tr>
<td>Missing/faded line striping, Olde Greenwich Drive</td>
<td>Line markings installed late February</td>
</tr>
<tr>
<td>Speed study, Hospital Blvd.</td>
<td>Speed established at 40mph. Signs installed early March</td>
</tr>
<tr>
<td>Stop sign concerns, Brock Rd/Orange Plank</td>
<td>Replaced stop sign and stop ahead signs late February</td>
</tr>
<tr>
<td>Lane Lines-LT Yield on Green Signs, Harrison Rd/Green Arbor</td>
<td>Signs installed and lines painted as necessary in Mid March</td>
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</table>

*New traffic studies are not starting until after COVID-19 Stay at Home Order is lifted*
Misc. projects in Spotsylvania County

Recently completed pavement patches:
  • Belmont Rd.
  • Stanfield Rd.

Misc. Projects:
  • Bridge deck replacement, Blockhouse Rd over Ta River - Complete
  • Pipe replacement, Bloomsbury Lane - Under construction
  • Int. improvement, Belmont Rd/Day Bridge - Summer 2020
Shoulder and Ditch Work

**Route 1**
- Complete: Caroline County Line to Commonwealth Drive (North and Southbound)

**Route 3**
- Underway: Orange County Line to Andora Drive (East and Westbound)
Primary Shoulder and Ditch Work
COVID-19 Operations*

• VDOT statewide is taking steps to reduce risk to employees:
  • Facilities closed to public but Customer Service Center is open 24/7 as always and VDOT personnel are teleworking
    • Phones forwarded to cell phones
  • VDOT Crews are still working with modifications
    • 1 operator per vehicle
    • Staggered crew start times to reduce the number of personnel inside facilities
      • Smaller Crews (typically 5-7 people) cannot accomplish larger jobs right now (like installing crosspipes) but can do work like potholes, shoulder & ditches, replacing signs, etc.
  • Signs requesting the public stay back 6’ from operators in vehicles when they are stopped in subdivision

*(as of 4/6/2020)
COVID-19 Operations*

• Spotsylvania Requests:
  • Traffic impacts on Rt 2 (Tidewater Trail) during Food Bank high demand hours
  • Upon request from Spotsylvania Sheriff’s Office, VDOT has deployed Message Boards in both the North and Southbound direction on Rt 2 to alert drivers about stopped vehicles waiting to turn into Lee Hill Drive.
    • Traffic Engineering has reviewed re-timing the lights but the delay is caused by high demand at the Food Bank and could not be corrected by signal timing.
  • VDOT stands ready to assist with other County requests, as needed

*(as of 4/6/2020)
Points of Contact

Lynne Keenan
Residency Administrator
Lynne.Keenan@vdot.Virginia.gov
540-907-6055

Andrew Thorpe
Asst. Res. Admin – Maintenance (Acting for Jon Rumbaugh)
Andrew.Thorpe@vdot.Virginia.gov
540-907-8339
Board Member Name: Mr. Jett

Type of Request/Issue to review:

1. Sight Distance Issue at Intersection of Days Bridge and Belmont Roads (Previous from January 28th) (December, 2019)
   a. Work scheduled within the next 30 days. Still need right of entry from property owner (Rick working on that). Reviewed by VDOT Utilities. VDOT will shave the hill down as much as we can and still maintain trees for sound abatement, per property owner request. VDOT is not acquiring ROW as part of this project; bounds of maintenance will not change in future.

2. The culvert pipe under 606 has concrete in the end it. The water stands in ditch and goes into the road it is located between 11509 Post oak rd and 11433 (1/31)
   a. Post Oak Area Headquarters will scheduled the work for summer 2020. Full replacement of pipe required – cannot retrieve concrete out of pipe.

Board Member Name: Mr. Marshall

Type of Request/Issue to review:

1. TA River Bridge Repairs (Previous from January 28th): I received a call yesterday about the bridge on block house rd. the resident at 6917 block house road, said the bridge is extremely loud when cars go over it, They also ask about weight limit signs and guard rails. (1/21)
   a. VDOT District Structure and Bridge group working on deck of bridge now. Need one extra week due to poor weather last week. Traffic Engineering is reviewing guard rail question. Structure and Bridge will check on posting the bridge. FredRes will pass along that information when we receive.
2. Stanfield road (Previous from January 28\textsuperscript{th}), the first curve from the Mayre rd. side has standing water and drainage issues, they dug out the ditch but didn’t dig out the ditch that cuts the water away from the road. (1/21)

   a. Loggers have closed off tail ditch. Post Oak Area Headquarters is seeking property owner permission to open tail ditch and obtain positive flow. Expected work will take two weeks.

3. (Previous from January 28\textsuperscript{th}) Mayre Road has a bunch of spots between Hams Ford and Saddlebrook where water runs across and down the road, it freezes and causes accidents this time of year. Ditch work needs to be done to get the water out of the road. (1/21)

   a. Installation of a pipe required to move water to opposite side of Mayre Rd. Pipe work on hold due to close contact of crews until after COVID. Timeframe: late summer. Area Headquarters will update timeframe in June/July.

4. The following address; 2836 partlow road Breaverdam va 23015 has had ditch work done back in the Spring. The ditch is holding water and forcing it into the road. Please have VDOT check it out and fix the issue. (2/10)

   a. This location, before being developed, has held water for 20+ years according to Area Headquarters personnel. AHQ crews checked location during Mar 10 rain event and saw no problems. Checked again and saw water ponding in the yard, not the ditch. Will continue to monitor to see if there is an issue within ROW.

---

**Board Member Name: Mr. Ross**

Type of Request/Issue to review:

1. Request for speed indicator(s) on River Road to help mitigate speeding issues (3/16).

   a. Request is being reviewed by Traffic Engineering. They do not believe that speed trailers would be effective in this area, as they are typically used in low speed residential areas but are looking at other alternatives for advance warning and/or signage. Traffic Engineering requests 30 days for analysis.

---

**Board Member Name: Mr. McLaughlin**

Type of Request/Issue to review:

1. Chancellor Road trash problem (3/30)

   a. Trash will be picked up as part of contracted mowing, to begin late May/early June. Some additional trash will be picked up as part of
shoulder operation, which is ongoing until April 10. (Andora to County Line EB and WB).

2. Old Plank Rd/Andora Drive – deep rut at the intersection (3/30)
   a. Area Headquarters will review. Potential fix to install additional pipe, will be reviewed for design. Need to coordinate with Spotsy Co on the future roundabout in this location – timeframe for development relative to VDOT work in the near term.

3. Boston Ivy Lane vegetation concern (3/26).
   a. Lynne Keenan provided detailed explanation to Tim McLaughlin and Spotsy Co personnel on Mar 30, 2020. Chancellor AHQ will trim vegetation within ROW within the next 30 days. Owner is responsible for maintaining their line of sight outside of ROW.

Please return requests to VDOT 3 business days prior to scheduled Board of Supervisors meeting.
Spotsylvania County  
Board of Supervisors Agenda  
Executive Summary  

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>April 14, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Budget Work Session (If Necessary)</td>
</tr>
</tbody>
</table>

**Agenda Title:** Budget Work Session (If Necessary)  
**Recommendation:** n/a  
**Non-Staff Name and Title of Presenters:** n/a  
**Summary:** Budget Work Session  
**Financial Impact:** n/a  
**Staff Contacts:** Bonnie Jewell, Assistant County Administrator, Financial Services  
**Legal Counsel:** n/a  
**Additional Background/Other Considerations:** n/a  
**Consequence of Denial/Inaction:** n/a  
**Talking Points:** n/a  

**ATTACHMENTS:**  
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<thead>
<tr>
<th>File Name</th>
<th>Description</th>
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<tbody>
<tr>
<td></td>
<td>No Attachments Available</td>
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### Executive Summary

**Meeting Date:** April 14, 2020  
**Title:** Informational Matters  
**Agenda Title:** Informational Matters  
**Recommendation:** n/a  
**Summary:** Information Only.  
**Financial Impact:** n/a  
**Staff Contacts:** Ed Petrovitch, County Administrator  
**Additional Background/Other Considerations:** n/a  

### ATTACHMENTS:

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<tr>
<td>contingency_2020.pdf</td>
<td>Contingency Fund</td>
<td>Backup Material</td>
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<tr>
<td>Vacancy_List.docx</td>
<td>Vacancy List</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
## FY 2020 BUDGETED CONTINGENCY ACCOUNT
### STATUS REPORT

**TOTAL BUDGETED CONTINGENCY**

$347,559

### CONTINGENCY USES

<table>
<thead>
<tr>
<th>DATE</th>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/13/2019</td>
<td>For payoff of Southpoint Building debt service as part of transfer of that property from the EDA to the County.</td>
<td>58,252</td>
</tr>
<tr>
<td>8/13/2019</td>
<td>Contribution to Complete Count Committee for the 2020 Census</td>
<td>2,100</td>
</tr>
<tr>
<td>9/10/2019</td>
<td>Add'l legal service fees for DSS associated with change to new counsel</td>
<td>82,960</td>
</tr>
</tbody>
</table>

**TOTAL USED** $143,312.00

**UNRESTRICTED CONTINGENCY REMAINING** $204,247
COUNTY BOARDS AND COMMISSIONS
CURRENT OR UPCOMING VACANCIES
Through June 2020

Appointments by Voting District:

Battlefield
- Board of Building Code Appeals
- Citizens Transportation Advisory Committee (CTAC)
- Historic Preservation Commission
- Transportation Committee
- Social Services Advisory Board

Berkeley
- CBRC
- CBRC-Alternate
- Citizens Transportation Advisory Committee
- Transportation Committee

Chancellor
- No vacancies

Courtland
- Minority Affairs Committee
- Board of Building Code Appeals

Lee Hill
- No Vacancies

Livingston
- Citizens Transportation Advisory Committee (CTAC)
- Parks and Recreation Commission
Salem

- Board of Building Code Appeals
- CBRC
- CBRC (alternate)
- Parks and Recreation Commission
- EDA

Non-District Appointments:

- Agricultural/ Forestal District Review Committee- 3 Farmer or Forester (one of the three expires April 26, 2020), and 1 Landowner Appointments
- Fort A.P. Hill Joint Land Use Study- 1 Vacancy (appointment for phase 2-recommendations)
- Minority Affairs Committee-NAACP affiliated member
- YMCA Board of Directors- 1 Vacancy
- Central Rappahannock Regional Library- 2 Vacancies
- Rappahannock Juvenile Detention Commission-1 Vacancy-Mark Cole-Expires March 31, 2020
- Transportation Committee-At Large member-Expires April 9, 2020
- Germanna Community College Board-1 Vacancy-Expires June 30, 2020
- Rappahannock Area Community Services Board-1 Vacancy- Expires June 30, 2020
- Rappahannock Area Youth Services & group Home Commission-1 Vacancy-Expires June 30, 2020

**Please note, as a reminder, the Board has not decided whether or not they want participate in the Government & Military Affairs Council
### Spotsylvania County
**Board of Supervisors Agenda**
**Executive Summary**

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>April 14, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Closed Meeting</td>
</tr>
<tr>
<td>Type:</td>
<td>Action, Resolution, Closed Meeting</td>
</tr>
<tr>
<td>Agenda Title:</td>
<td>Closed Meeting</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>Adopt the Closed Meeting Resolution prior to adjourning into Closed Meeting</td>
</tr>
<tr>
<td>Legal Counsel:</td>
<td>Karl R. Holsten, County Attorney</td>
</tr>
</tbody>
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#### ATTACHMENTS:
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<thead>
<tr>
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<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Closed_Meeting_Resolution_-_2.2-3711(A)(7)(8)_4.14.20.pdf</td>
<td>Closed Meeting Resolution</td>
<td>Resolution</td>
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<tr>
<td>Return_to_Open_Meeting_Resolution_4.14.20.pdf</td>
<td>Open Meeting Resolution</td>
<td>Resolution</td>
</tr>
</tbody>
</table>
DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on April 14, 2020, on a motion by ______________, seconded by ______________, and passed ____________, the Board adopted the following resolution:

RESOLUTION NO. 2020 –

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, the Petition of T-Mobile Northeast, LLC for a Declaratory Judgment, State Corporation Commission, Case No. PST-2019-00010; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(7) and (8), such discussions may occur in Closed Meeting.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby authorize discussion of the aforestated matters.

(SEAL)

A COPY TESTE: ________________________________
Aimee Mann
Deputy Clerk to the Board of Supervisors
At a meeting of the Spotsylvania County Board of Supervisors held on April 14, 2020, on a motion by __________, seconded by__________, and passed ____________, the Board adopted the following resolution:

**RESOLUTION NO. 2020 -**

**Return to Open Meeting**

WHEREAS, the Spotsylvania County Board of Supervisors has convened a Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712(D) of the Code of Virginia requires a certification by this Board that such Closed Meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors hereby returns to open meeting and certifies, by roll call vote, that to the best of each member’s knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion to convene into Closed Meeting were heard, discussed or considered in the Closed Meeting.

(SEAL)  
A COPY TESTE:  

Aimee Mann  
Deputy Clerk to the Board of Supervisors
## Spotsylvania County
### Board of Supervisors Agenda
#### Executive Summary

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>April 14, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>CA20-0001 Sportylvania County Board of Supervisors - Zoning Amendments</td>
</tr>
<tr>
<td>Type:</td>
<td>Action, Ordinance, Power Point Presentation</td>
</tr>
<tr>
<td>Agenda Title:</td>
<td>CA20-0001: Sportylvania County Board of Supervisors - Zoning Amendments</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>Planning Commission recommends approval of CA20-0001 (Ord. No. 23-179), amendments to the Zoning Ordinance, 6-0 vote.</td>
</tr>
<tr>
<td>Summary:</td>
<td>Staff recommends approval. This public hearing is to consider code amendments to eliminate the 10-lot cap in the Zoning Ordinance for Family Divisions. There is a companion code amendment to the Subdivision Ordinance related to Exempt Divisions (CA20-0002).</td>
</tr>
<tr>
<td>Committee/Commission Summary:</td>
<td>Planning Commission</td>
</tr>
<tr>
<td>Review Date:</td>
<td>3/4/2020</td>
</tr>
<tr>
<td>Status:</td>
<td>Approved</td>
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<tr>
<td>Financial Impact:</td>
<td>N/A</td>
</tr>
<tr>
<td>Staff Contacts:</td>
<td>Wanda Parrish, Assistant County Administrator - Community Development</td>
</tr>
<tr>
<td>Legal Counsel:</td>
<td>Alexandra Spaulding, Senior Assistant County Attorney</td>
</tr>
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</table>
Additional Background/Other Considerations:

Family Divisions are allowed by the Code of Virginia for the purpose of sale or gift to a member of the immediate family of the property owner, including the immediate family member's spouse (as provided in § 15.2-2244(A) of the Code of Virginia: "A member of the immediate family is defined as any person who is a natural or legally defined offspring, stepchild, spouse, sibling, grandchild, grandparent, or parent of the owner").

Consequence of Denial/Inaction:

The code will continue to have a 10 lot cap for Family Divisions.

ATTACHMENTS:

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<tr>
<th>File Name</th>
<th>Description</th>
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</tbody>
</table>
CA20-0001: Zoning Ordinance Amendment

Board of Supervisors
April 14, 2020
Planning Commission Public Hearing:

• Public hearing held March 4, 2020
• Recommend approval
Issue:

• The Code allows for divisions of land for immediate family subject to a cap of 10 lots created from any parcel as it existed February 12, 2002

• This limitation has resulted in parcels that are not able to be divided for family use
Goals then and now:

• Designate areas for higher density growth
• Pace development with the provision of infrastructure
• Maintain rural character

• County’s Strategic Plan 2018-2038:
  • “We will attend to and further our rural quality of life through a clear vision of the Spotsylvania of tomorrow…”
Board Direction:

Determine options to allow for family divisions to occur on parcels that are not eligible under the current Code (subject of this public hearing) &

Include safeguards to ensure the provision is not abused / used to circumvent the subdivision ordinance (subject of CA20-0002 public hearing)
Family Divisions Regulations in Zoning Ordinance:

• Permitted in A-2, A-3, Ru, RA, RR, and R-1, R-2, R-3 zoning
• 2 acre minimum lot size
• May be accessed by private easement or have 150’ road frontage
• Max. 10 lots created from parcel that existed 2/12/2002
Family Division

History:

<table>
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<tr>
<th>Year</th>
<th>Lots Approved</th>
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<tbody>
<tr>
<td>2009</td>
<td>9</td>
</tr>
<tr>
<td>2010</td>
<td>38</td>
</tr>
<tr>
<td>2011</td>
<td>12</td>
</tr>
<tr>
<td>2012</td>
<td>8</td>
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<tr>
<td>2013</td>
<td>5</td>
</tr>
<tr>
<td>2014</td>
<td>22</td>
</tr>
<tr>
<td>2015</td>
<td>8</td>
</tr>
<tr>
<td>2016</td>
<td>20</td>
</tr>
<tr>
<td>2017</td>
<td>12</td>
</tr>
<tr>
<td>2018</td>
<td>9</td>
</tr>
<tr>
<td>2019</td>
<td>16</td>
</tr>
<tr>
<td>Total</td>
<td>157</td>
</tr>
</tbody>
</table>
Recommendation:

Planning Commission recommends approval of CA20-0001 (Ord No. 23-179), 6-0 vote

Staff recommends approval
At a meeting of the Spotsylvania County Board of Supervisors held on ______________on a motion by _____, seconded by _____ and passed_______, the Board adopts the following ordinance:

AN ORDINANCE No. 23-179

CA20-0001: Zoning Ordinance Amendments – Exempt Divisions

To amend County Code ("Code Amendments") Chapter 23, Zoning, as related to Exempt Divisions. The proposed amendments to the Zoning Ordinance are to Sec. 23-6, Zoning Districts, and include Sec. 23-6.3.4 Development standards in the Agricultural 2 District, Sec. 23-6.4.4 Development standards in the Agricultural 3 District, Sec. 23-6.5.2 Permitted uses and Sec. 23-6.5.4 Development standards in Resort Agricultural District, Sec. 23-6.6.4 Development standards in the Residential 1 District, Sec. 23-6.7.4 Development standards in Residential 2 District, Sec. 23-6.8.4 Development standards in the Residential 3 District, Sec. 23-6.11.4 Development standards of general applicability in the Residential Resort District, and Sec. 23-6.24.4 Development standards in the Rural District. The amendments clarify that the 10-lot maximum lot yield does not apply to family divisions, but remains in place for subdivisions and annual divisions in those districts that have a maximum lot yield, to clarify that the public road frontage is 150’ for a family division or access may be provided by an easement as allowed in Sec. 20-14.1.1.E(4). Sec. 23-6.5, Resort Agricultural District, is further amended to eliminate reference to “not within a subdivision” for dwellings listed under Permitted Uses and instead to note under Residential density that residential subdivisions are not permitted. These changes clarify that while dwellings are permitted in Resort Agricultural zoning, subdivisions are not permitted.

PUBLIC HEARING: April 14, 2020

WHEREAS, staff has reviewed the Code Amendment and recommends approval as stated in the Executive Summary dated April 14, 2020; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on this item on March 4, 2020, which was duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended approval of the Code Amendment with a vote of 6-0; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on April 14, 2020, which was duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, good zoning practice and general welfare are served by approval of the Code Amendments.

NOW, THEREFORE, THE BOARD OF SUPERVISORS FOR THE COUNTY OF

SPOTSYLVANIA HEREBY ORDAINS:
§ 1. That Chapter 23, Article 6 be and is hereby amended and reordained as follows:

DIVISION 3. - AGRICULTURAL 2 (A-2) DISTRICT

Sec. 23-6.3.4. - Development standards.

All uses and structures in the agricultural 2 (A-2) district shall meet the following development standards, except as this chapter specifically provides otherwise:

(a) Density:

(1) Residential (subdivision): One (1) dwelling unit per five (5) gross acres and the lot yield from any parent parcel existing as of February 12, 2002 shall not exceed ten (10) lots including the parent parcel.

(2) Non-residential: Floor area ratio of 0.1.

(3) The board of supervisors may modify the floor area ratio limitations by special use.

(4) Residential lot yield from any parent parcel existing as of February 12, 2002 shall not exceed ten (10) lots.

(5) Residential (family division): One (1) dwelling unit per two (2) gross acres.

(6) Residential (annual division): One (1) dwelling unit per three (3) gross acres, and the residential lot yield from any parent parcel which existed on February 12, 2002 shall not exceed six (6) lots.

(b) Minimum lot area:

(1) Agriculture: As defined in section 23-2.1.4.

(2) Cemeteries: One (1) acre.

(3) Public utility, light: One (1) acre.

(4) Recreation trailer camps, campgrounds and summer camps: Ten (10) acres.

(5) Single-family detached dwelling:

(i) In a conventional subdivision: Five (5) acres.

(ii) In a cluster subdivision: Two (2) acres.

(iii) In a family division: Two (2) acres.

(iv) In an annual division: Three (3) acres.

(6) All other uses: Two (2) acres.

(c) Minimum lot width:

(1) Conventional subdivision: Two hundred fifty (250) feet.

(2) Cluster subdivision: One hundred fifty (150) feet.

(3) Family division: One hundred fifty (150) feet.

(4) Annual division: One hundred fifty (150) feet.

(d) Minimum public road frontage:

(1) Conventional subdivision: Two hundred fifty (250) feet; one hundred (100) feet on a cul-de-sac.

(2) Cluster subdivision: One hundred fifty (150) feet; eighty (80) feet on a cul-de-sac.
Family division: One hundred fifty (150) feet if divided off the public road or refer to Section 20-14.1.1.E(4).

As set out in subsection 20-14.1.1(D)(4).

Annual division: One hundred fifty (150) feet if divided off the public road or refer to subsection 20-14.1.1.(DE)(4).

(e) Minimum yards:
(1) Front: Thirty (30) feet.
(2) Side: Ten (10) feet.
(3) Rear: Thirty-five (35) feet.

(f) Maximum height:
(1) Agricultural buildings and structures: None.
(2) All other uses: Thirty-five (35) feet.

(g) General development standards: Refer to article 5.

(h) Landscaping and screening: Refer to article 5, division 5.

(i) Off-street parking: Refer to article 5, division 9.

(j) Signs: Refer to article 5, division 8.

(k) Open space:
(1) Conventional subdivision: No requirement.
(2) Cluster subdivision: Forty (40) percent.
(3) Family and annual division: No requirement.

(Ord. No. 23-66, 10-24-95; Ord. No. 23-86, 8-22-00; Ord. No. 23-99, 2-12-02; Ord. No. 23-100, 4-9-02; Ord. No. 23-104, 3-11-03; Ord. No. 23-106, 11-25-03; Ord. No. 23-110, 12-14-04; Ord. No. 23-121, 10-9-07; Ord. No. 23-132, 3-10-09; Ord. No. 23-160, 1-13-15; Ord No. 23-179, X)

DIVISION 4. - AGRICULTURAL 3 (A-3) DISTRICT

Sec. 23-6.4.4. - Development standards.

All uses and structures in the agricultural 3 (A-3) district shall meet the following development standards, except as this chapter specifically provides otherwise:

(a) Density:

(1) Residential: One (1) dwelling unit per ten (10) gross acres and the lot yield from any parent parcel existing as of February 12, 2002 shall not exceed ten (10) lots including the parent parcel.

(2) Non-residential: Floor area ratio of 0.1.

(3) The board of supervisors may modify the floor area ratio limitations by special use.

(4) Residential lot yield from any parent parcel existing as of February 12, 2002 shall not exceed ten (10) lots.

(54) Residential (family division): One (1) dwelling unit per two (2) gross acres.
Residential (annual division): One (1) dwelling unit per three (3) gross acres, and the residential lot yield from any parent parcel which existed on February 12, 2002 shall not exceed six (6) lots.

(b) Minimum lot area:

(1) Agriculture: As defined in 23-2.1.4.
(2) Cemeteries: One (1) acre.
(3) Manufactured homes: Five (5) acres.
(4) Public utility, light: One (1) acre.
(5) Recreation trailer camps, campgrounds and summer camps: Ten (10) acres.
(6) Single-family detached dwelling and manufactured homes.
   (i) In a conventional subdivision: Ten (10) acres.
   (ii) In a cluster subdivision: Three (3) acres.
   (iii) In a family division: Two (2) acres.
   (iv) In an annual division: Three (3) acres.
(7) All other uses: Two (2) acres.

(c) Minimum lot width:

(1) Conventional subdivision: Three hundred fifty (350) feet.
(2) Cluster subdivision: Two hundred (200) feet.
(3) Family division: One hundred fifty (150) feet.
(4) Annual division: One hundred fifty (150) feet.

(d) Minimum public road frontage:

(1) Conventional subdivision: Three hundred fifty (350) feet; one hundred fifty (150) feet on a cul-de-sac.
(2) Cluster subdivision: Two hundred (200) feet; one hundred (100) feet on a cul-de-sac.
(3) Family division: One hundred fifty (150) feet if divided off the public road or refer to Section 20-14.1.1.E(4).
   As set out in subsection 20-14.1.1(D)(4).
(4) Annual division: One hundred fifty (150) feet if divided off the public road or refer to subsection 20-14.1.1.D(E)(4).

(e) Minimum yards:

(1) Front: Thirty (30) feet.
(2) Side: Ten (10) feet.
(3) Rear: Thirty-five (35) feet.
(4) Sawmills, twenty (20) acres or greater:
   (i) Front: Thirty (30) feet.
   (ii) Side: One hundred (100) feet.
   (iii) Rear: One hundred (100) feet.

(f) Maximum height:

(1) Agricultural buildings and structures: None.
(2) All other uses: Thirty-five (35) feet.

(g) General development standards: Refer to article 5.

(h) Landscaping and screening: Refer to article 5, division 5.

(i) Off-street parking: Refer to article 5, division 9.

(j) Signs: Refer to article 5, division 8.

(k) Open space:
   (1) Conventional subdivision: None.
   (2) Cluster subdivision: Fifty (50) percent.
   (3) Family and annual division: No requirement.

(Ord. No. 23-66, 10-24-95; Ord. No. 23-86, 8-22-00; Ord. No. 23-99, 2-12-02; Ord. No. 23-100, 4-9-02; Ord. No. 23-104, 3-11-03; Ord. No. 23-106, 11-25-03; Ord. No. 23-110, 12-14-04; Ord. No. 23-121, 10-9-07; Ord. No. 23-132, 3-10-09; Ord. No. 23-139, 8-10-10; Ord. No. 23-160, 1-13-15; Ord No. 23-179, X)

DIVISION 5. - RESORT AGRICULTURAL (R-A) DISTRICT

Sec. 23-6.5.2. - Permitted uses.

The following uses may be established as permitted uses in the resort agricultural (R-A) district:

(1) Accessory uses, subject to the requirements of article 5, division 3 of this chapter;

(2) Agriculture;

(3) Antique shop, limited to parcels fronting and/or whose chief point of ingress/egress is upon state maintained roads limited to State Route number 1 through State Route number 712;

(4) Art and craft studio, limited to parcels fronting and/or whose chief point of ingress/egress is upon state maintained roads limited to State Route number 1 through State Route number 712;

(5) Bed and breakfast I;

(6) Community center;

(7) Dwelling, manufactured home, on permanent foundation (not within a subdivision);

(8) Dwelling, single-family detached (not within a subdivision);

(9) Equestrian facility;

(10) Expansion of a place of worship, but not expansion of the seating capacity in the sanctuary of such place of worship;

(11) Expansion of a public school;
(12) Golf driving range;
(13) Home enterprise in accordance with division 23-5.4A;
(14) Home occupation in accordance with division 23-5.4;
(15) Miniature golf;
(16) Public facility/use;
(17) Quasi-public park, playground, athletic field and related facility;
(18) Repair service establishment limited to parcels fronting and/or whose chief point of ingress/egress is upon state maintained roads limited to State Route number 1 through State Route number 712.

Sec. 23-6.5.4. - Development standards.

All uses and structures in the resort agricultural (R-A) district shall meet the following development standards, except as this chapter may specifically provide otherwise:

(a) Density:

(1) Residential: One (1) dwelling unit per two (2) gross acres. Residential subdivisions are not permitted.
(2) Non-residential: Floor area ratio of 0.20.
(3) Residential (family division): One (1) dwelling unit per two (2) gross acres.
(4) Residential (annual division): One (1) dwelling unit per three (3) gross acres, and the residential lot yield from any parent parcel which existed on February 12, 2002 shall not exceed six (6) lots.

(b) Minimum lot area:

(1) Residential: Two (2) acres.
(2) Agriculture: As defined in section 23-2.1.4.
(3) In a family division: Two (2) acres.
(4) In an annual division: Three (3) acres.
(5) Public utility, light: One (1) acre.
(6) Recreation trailer camps, campgrounds and summer camps: Ten (10) acres.
(7) All other uses: Two (2) acres.

(c) Minimum lot width:

(1) One hundred fifty (150) feet.
(2) Family division: One hundred fifty (150) feet.
(3) Annual division: One hundred fifty (150) feet.
**Minimum public road frontage:**

1. **Family division:** One hundred fifty (150) feet if divided off the public road or refer to Section 20-14.1.1.E(4).

Refer to section 20-14.1.1, subsection (D)(4).

2. **Annual division:** One hundred fifty (150) feet if divided off the public road or refer to Section 20-14.1.1, subsection (D)(4).

**Minimum yards:**

1. **Front yard:** Thirty (30) feet.
2. **Side yard:** Ten (10) feet.
3. **Rear yard:** Thirty-five (35) feet.

**Maximum height:** Thirty-five (35) feet.

**General development standards:** Refer to article 5.

**Landscaping and screening:** Refer to article 5, division 5.

**Off-street parking:** Refer to article 5, division 9.

**Signs:** Refer to article 5, division 8.

**Open space:**

1. **Family and annual division:** No requirement.


DIVISION 6 – RESIDENTIAL 1 (R-1) DISTRICT

Sec. 23-6.6.4. - Development standards.

All uses and structures in the residential 1 (R-1) district shall meet the following development standards, except as this chapter may specifically provide otherwise:

**Density:**

1. **Residential:**
   
   i. **With public water and sewer:** One (1) dwelling unit per two (2) gross acres and one (1) dwelling unit per one and one-half (1.5) gross acres in cluster subdivisions.
   
   ii. **Without public water or sewer:** One (1) dwelling unit per two (2) gross acres.

2. **Non-residential:** Floor area ratio of 0.2.

   i. **Floor area ratio limitation may be exceeded by means of a special use permit issued by the board of supervisors.**

3. **Residential (family division):** One (1) dwelling unit per two (2) gross acres.

**Minimum lot area:**

1. **Residential:**
   
   i. **Single-family detached dwellings with public water and sewer:** Two (2) acres.
   
   ii. **Single-family detached dwellings without public water or sewer:** Two (2) acres.
(iii) Single-family detached dwellings in cluster subdivisions: Twenty thousand (20,000) square feet.

(iv) In a family division: Two (2) acres.

(2) Non-residential:
   (i) Cemeteries: One (1) acre.
   (ii) Public utility, light: One (1) acre.
   (iii) All other uses: Two (2) acres.
   (iv) Special use approval is required for any non-residential use on a parcel smaller than the minimum lot area.

(c) **Minimum lot width**:
   (1) Conventional subdivision: One hundred (100) feet.
   (2) Cluster subdivision: Eighty (80) feet.
   (3) Family division: One hundred fifty (150) feet.

(d) **Minimum public road frontage**:
   (1) Conventional subdivision: One hundred (100) feet, fifty (50) feet on a cul-de-sac.
   (2) Cluster subdivision: Eighty (80) feet, fifty (50) feet on a cul-de-sac.

(e) **Minimum yards**:
   (1) Conventional and family subdivision lot:
      (i) Front yard: Thirty (30) feet.
      (ii) Side yard: Ten (10) feet.
      (iii) Rear yard: Thirty-five (35) feet.
   (2) Cluster subdivision lot:
      (i) Front yard: Twenty-five (25) feet.
      (ii) Side yard: Eight (8) feet, but a total minimum of twenty (20) feet.
      (iii) Rear yard: Twenty-five (25) feet.

(f) **Maximum height**: Thirty-five (35) feet.

(g) **Open space**:
   (1) Conventional subdivision: No requirement.
   (2) Cluster subdivision: Forty (40) percent.
   (3) Family division: No requirement.

(h) **General development standards**: Refer to article 5.

(i) **Landscaping and screening**: Refer to article 5, division 5.

(j) **Off-street parking**: Refer to article 5, division 9.

(k) **Signs**: Refer to article 5, division 8.

(l) **Curb, gutter and sidewalks**: Refer to article 5 of the Design Standards Manual.

DIVISION 7. – RESIDENTIAL 2 (R-2) DISTRICT

Sec. 23-6.7.4. - Development standards.

All uses and structures in the residential 2 (R-2) district shall meet the following development standards, except as this chapter may specifically provide otherwise:

(a) **Density:**

   (1) Residential:

      (i) With public water and sewer: One (1) dwelling unit per one and one-half (1.5) gross acres and one (1) dwelling unit per gross acre in cluster subdivisions.

      (ii) Without public water or sewer: One (1) dwelling unit per two (2) gross acres.

   (2) Non-residential: Floor area ratio of 0.2.

      (i) Floor area ratio limitation may be exceeded by means of a special use permit issued by the board of supervisors.

   (3) Residential (family division): One (1) dwelling unit per two (2) gross acres.

(b) **Minimum lot area:**

   (1) Residential:

      (a) Single-family detached dwellings with public water and sewer: One and one-half (1.5) acres.

      (b) Single-family detached dwellings without public water or sewer: Two (2) acres.

      (c) Single-family detached dwellings in cluster subdivisions: Fifteen thousand (15,000) square feet.

      (d) In a family division: Two (2) acres.

   (2) Non-residential:

      (a) Public utility light: One (1) acre.

      (b) All others: Two (2) acres.

(c) **Minimum lot width:**

   (1) Conventional subdivision: One hundred (100) feet.

   (2) Cluster subdivision: Eighty (80) feet.

   (3) Family division: One hundred fifty (150) feet.

(d) **Minimum public road frontage:**

   (1) Conventional subdivision: One hundred (100) feet, fifty (50) feet on a cul-de-sac.

   (2) Cluster subdivision: Eighty (80) feet, fifty (50) feet on a cul-de-sac.


(e) **Minimum yards:**

   (1) Conventional and family subdivision lot:

      (a) Front yard: Thirty (30) feet.
(b) Side yard: Ten (10) feet.
(c) Rear yard: Thirty-five (35) feet.

(2) Cluster subdivision lot:
   (a) Front yard: Twenty-five (25) feet.
   (b) Side yard: Eight (8) feet, but a total minimum of twenty (20) feet.
   (c) Rear yard: Twenty-five (25) feet.

(f) Maximum height: Thirty-five (35) feet.

(g) Open space:
   (1) Conventional subdivision: No requirement.
   (2) Cluster subdivision: Thirty (30) percent.
   (3) Family division: No requirement.

(h) General development standards: Refer to article 5.

(i) Landscaping and screening: Refer to article 5, division 5.

(j) Off-street parking: Refer to article 5, division 9.

(k) Signs: Refer to article 5, division 8.


DIVISION 8. – RESIDENTIAL 3 (R-3) DISTRICT

Sec. 23-6.8.4. - Development standards.

   All uses and structures in the residential 3 (R-3) district shall meet the following development standards, except as this chapter may specifically provide otherwise:

   (a) Density:
       (1) Residential:
           (i) With public water and sewer: One (1) dwelling unit per gross acre.
           (ii) Without public water or sewer: One (1) dwelling unit per two (2) gross acres.
       (2) Non-residential: Floor area ratio of 0.2.
           (i) Floor area ratio limitation may be exceeded by means of a special use permit issued by the board of supervisors.
       (3) Residential (family division): One (1) dwelling unit per two (2) gross acres.

(b) Minimum lot area:
   (1) Residential:
       (i) Single-family detached dwellings with public water and sewer: One (1) acre.
       (ii) Single-family detached dwellings without public water or sewer: Two (2) acres.
       (iii) In a family division: Two (2) acres.
   (2) Non-residential:
       (i) Public utility, light: One (1) acre.
(ii) All others: Two (2) acres.

(c) **Minimum lot width:**
   
   (1) Eighty (80) feet with public water and sewer.
   
   (2) One hundred (100) feet without public water or sewer.
   
   (3) Family division: One hundred fifty (150) feet.

(d) **Minimum public road frontage:**
   
   (1) Eighty (80) feet with public water and sewer; fifty (50) feet on a cul-de-sac.
   
   (2) One hundred (100) feet without public water or sewer; fifty (50) feet on a cul-de-sac.
   

(e) **Minimum yards:**
   
   (1) Front yard: Forty (40) feet.
   
   (2) Side yard: Ten (10) feet.
   
   (3) Rear yard: Thirty-five (35) feet.

(f) **Maximum height:** Thirty-five (35) feet.

(g) **Open space:** No requirement.

(h) **General development standards:** Refer to article 5.

   (i) **Landscaping and screening:** Refer to article 5, division 5.

   (j) **Off-street parking:** Refer to article 5, division 9.

   (k) **Signs:** Refer to article 5, division 8.


**DIVISION 11. - RESIDENTIAL RESORT (R-R) DISTRICT**

**Sec. 23-6.11.4. - Development standards of general applicability.**

All uses and structures in the residential resort (R-R) district shall meet the following development standards, except as this chapter may specifically provide otherwise:

(a) **Density:**
   
   (1) Residential **(subdivision):** One (1) dwelling unit per two (2) gross acres and the lot yield from any parent parcel existing as of February 12, 2002 shall not exceed ten (10) lots including the parent parcel.

(3) Residential lot yield from any parent parcel existing as of February 12, 2002 shall not exceed ten (10) lots.

(3) Residential (family division): One (1) dwelling unit per two (2) gross acres.

(5) Residential (annual division): One (1) dwelling unit per three (3) gross acres, and the residential lot yield from any parent parcel which existed on February 12, 2002 shall not exceed six (6) lots.
(b) **Minimum lot area:**

1. **Dwelling, single-family detached:**
   
a. **Conventional subdivision:**
      
      i. Lakefront: One (1) acre.

      ii. Non lakefront: Two (2) acres.

   b. **Cluster subdivision:**
      
      i. Lakefront: One (1) acre.
      
      ii. Non-lakefront: Two (2) acres.

   c. In a family division: Two (2) acres.

   d. In an annual division: Three (3) acres.

2. **Public utility, light:** One (1) acre.

3. **Recreation trailer camps, campgrounds and summer camps:** Ten (10) acres.

4. **All other uses:** Two (2) acres.

(c) **Minimum lot width:**

1. **Conventional subdivision:** One hundred (100) feet.

2. **Cluster subdivision:** Eighty (80) feet.

3. **Family division:** One hundred fifty (150) feet.

4. **Annual division:** One hundred fifty (150) feet.

(d) **Minimum public road frontage:**

1. **Conventional subdivision:** One hundred (100) feet; fifty (50) feet on a cul-de-sac.

2. **Cluster subdivision:** Eighty (80) feet; fifty (50) feet on a cul-de-sac.

3. **Family division:** One hundred fifty (150) feet if divided off the public road or refer to Section 20-14.1.1.E(4).

4. **Annual division:** One hundred fifty (150) feet if divided off the public road or refer to subsection 20-14.1.1(D)(4).

(e) **Minimum yards:**

1. **Front yard:** Thirty (30) feet.

2. **Side yard:** Ten (10) feet.

3. **Rear yard:** Five (5) feet.

(f) **Maximum height:** Thirty-five (35) feet.

(g) **Open space:**

1. **Conventional subdivision:** No requirement.

2. **Cluster subdivision:** Fifteen (15) percent.

3. **Family and annual division:** No requirement.

(h) **General development standards:** Refer to article 5.

(i) **Landscaping and screening:** Refer to article 5, division 5.

(j) **Off-street parking:** Refer to article 5, division 9.
(k)  **Signs:** Refer to article 5, division 8.


**DIVISION 24. - RURAL (Ru) DISTRICT**

**Sec. 23-6.24.4. - Development standards.**

All uses and structures in the rural (RU) district shall meet the following development standards, except as this chapter specifically provides otherwise:

(a)  **Density:**

(1)  **Residential (subdivision):** One (1) dwelling unit per three (3) gross acres and the lot yield from any parent parcel existing as of February 12, 2002 shall not exceed ten (10) lots including the parent parcel.

(2)  **Non-residential:** Floor area ratio of 0.1.

   (i)  Floor area ratio limitation may be exceeded by means of a special use permit issued by the board of supervisors.

(3)  **Residential lot yield from any parent parcel existing as of February 12, 2002 shall not exceed ten (10) units.**

(4)  **Residential (family division):** One (1) dwelling unit per two (2) gross acres.

(5)  **Residential (annual division):** One (1) dwelling unit per three (3) gross acres, and the residential lot yield from any parent parcel which existed on February 12, 2002 shall not exceed six (6) lots.

(b)  **Minimum lot area:**

(1)  **Agriculture:** As defined in section 23-2.1.4.

(2)  **Cemeteries:** One (1) acre.

(3)  **Public utility, light:** One (1) acre.

(4)  **Recreation trailer camps, campgrounds and summer camps:** Ten (10) acres.

(5)  **Dwelling, single-family detached:**

   (i)  **Conventional subdivision:** Three (3) acres.

   (ii)  **Cluster subdivision:** Two (2) acres.

   (iii)  **In a family division:** Two (2) acres.

   (iv)  **In an annual division:** Three (3) acres.

(6)  **All other uses:** Two (2) acres.

(c)  **Minimum lot width:**

(1)  **Conventional subdivision:** Two hundred (200) feet.

(2)  **Cluster subdivision:** One hundred fifty (150) feet.

(3)  **Family division:** One hundred fifty (150) feet.

(4)  **Annual division:** One hundred fifty (150) feet.
(d) Minimum public road frontage:

1. Conventional subdivision: Two hundred (200) feet; one hundred (100) feet on a cul-de-sac.
2. Cluster subdivision: One hundred fifty (150) feet; eighty (80) feet on a cul-de-sac.
3. Family division: One hundred fifty (150) feet if divided off the public road or refer to section 20-14.1.1.E(4).

As set out in subsection 20-14.1.1(D)(4).
4. Annual division: One hundred fifty (150) feet if divided off the public road or refer to Section 20-14.1.1.F(4).

(e) Minimum yards:

1. Front yard: Thirty (30) feet.
2. Side yard: Ten (10) feet.
3. Rear yard: Thirty-five (35) feet.

(f) Maximum height:

1. Agricultural buildings and structures: None.
2. All other uses: Thirty-five (35) feet.

(g) General development standards: Refer to article 5.

(h) Landscaping and screening: Refer to article 5, division 5.

(i) Off-street parking: Refer to article 5, division 9.

(j) Signs: Refer to article 5, division 8.

(k) Open space:

1. Conventional subdivision: No requirement.
2. Cluster subdivision: Twenty (20) percent.
3. Family and annual division: No requirement.

(Ord. No. 23-72, 4-22-97; Ord. No. 23-90, 2-27-01; Ord. No. 23-99, 2-12-02; Ord. No. 23-100, 4-9-02; Ord. No. 23-104, 3-11-03; Ord. No. 23-106, 11-25-03; Ord. No. 23-110, 12-14-04; Ord. No. 23-121, 10-9-07; Ord. No. 23-132, 3-10-09; Ord. No. 23-160, 1-13-15; Ord No. 23-179, X)

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: ________________ NOES: ________________ ABSTAIN: ________________

ADOPTED: ________________ REJECTED: ________________ STRICKEN: ________________
Spotsylvania County Planning Commission  DRAFT

Holbert Building Board Room, 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES:  March 4, 2020

Call to Order:  Mr. Newhouse called the meeting to order at 7:00 p.m.

Members Present:  Mary Lee Carter  Lee Hill
Jennifer Maddox  Berkeley
Richard Thompson  Courtland
Dr. Raymond Bell  Salem
Jacob Lane  Livingston
C. Travis Bullock  Battlefield

Members Absent:  Gregg Newhouse  Chancellor

Staff Present:  Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Wanda Parrish, AICP, Asst. County Administrator - CDG

Announcements:

Mr. Hughes announced details regarding the upcoming Commission meeting as well as what is coming up on the TRC agendas.

Review & Approval of minutes:

February 5, 2020 Minutes

Motion and vote:  Mr. Thompson a motion, seconded by Mr. Lane to approve the minutes of February 19, 2020. The motion passed 6-0.

Unfinished Business:

Public Hearing(s):

CA20-0001 Spotsylvania County Board of Supervisors (Ord. No. 23-179): Amendments to Chapter 23, Zoning. The proposed amendments to the Zoning Ordinance are to Sec. 23-6, Zoning Districts, and include Sec. 23-6.3.4 Development standards in the Agricultural 2 (A-2) District, Sec. 23-6.4.4 Development standards in the Agricultural 3 (A-3) District, Sec. 23-6.5.2 Permitted uses and Sec. 23-6.5.4 Development standards in Resort Agricultural (RA) District, Sec. 23-6.6.4 Development standards in the Residential 1 (R-1) District, Sec. 23-6.7.4 Development standards in Residential 2 (R-2) District, Sec. 23-6.8.4 Development standards in the Residential 3 (R-3) District, Sec. 23-6.11.4 Development standards of general applicability in the Residential Resort (RR) District, and Sec. 23-6.24.4 Development standards in the Rural (Ru) District. The
amendments clarify that the 10-lot maximum lot yield does not apply to family divisions, but remains in place for subdivisions and annual divisions in those districts that have a maximum lot yield, to clarify that the public road frontage is 150’ for a family division or that access may be provided by an easement as allowed in Sec. 20-14.1.1.E(4). Sec. 23-6.5, Resort Agricultural (RA) District, is further amended to eliminate reference to “not within a subdivision” for dwellings listed under Permitted Uses and instead to note under Residential density that residential subdivisions are not permitted. These changes clarify that while residential units are permitted in Resort Agricultural zoning, subdivisions are not permitted.

Ms. Parrish presented the case. She explained that this summer several citizens expressed frustration that they cannot do a family division on their land even though they have a 10 acre or even a 100-acre parcel. At issue in these cases is the cap of 10 lots that can be created from a parcel (9 new lots and the remainder of the original parcel).

The Board direction to Staff was to determine options to allow for family divisions to occur on parcels that are not eligible under the current Code and to include safeguards to ensure the provision is not abused/used to circumvent the subdivision ordinance which is the subject of the next public hearing.

The Code of Virginia requires that Spotsylvania County allow for the division of land for immediate family members, defined as “any person who is a natural or legally defined offspring, stepchild, spouse, sibling, grandchild, grandparent, or parent of the owner.” The Code of Virginia limits the number of family lots than an individual can receive in their lifetime to 1 lot and it prohibits the use of the family division provision to circumvent the subdivision ordinance. Family divisions have very few requirements when compared to subdivisions. One of the big differences is that the Code of Virginia allows Family lots to be accessed by a 10-20’ wide access easement providing ingress and egress to a public street. Subdivisions require frontage on a public street or a private street built to VDOT standards.

Ms. Parrish displayed a slide showing the approved family lots since 2009. The most lots created in a year was 38 and that occurred in 2010. The next highest number of lots created was 22 in 2014.

Staff recommends approval of the code amendment as presented.

Mr. Thompson expressed that he is pleased to see this amendment because it eases the burden on families.

Dr. Bell inquired if there have been any extreme cases that have occurred.

Ms. Parrish stated not that she can recall at this time.

Mr. Bullock asked for the definition of immediate family.

Ms. Parrish provided the definition.
Ms. Maddox stated that she was very excited to see this in her packet and is in full support.

Mr. Lane stated that he is in support and that it’s a good thing that will help family farm owners.

_Mr. Hughes reviewed the public hearing procedures._

_Ms. Carter opened the public hearing._

**Speaking in favor or opposition:**

Patricia Dinsmore, 11915 Weir Road, Fischer Tract: She stated that she is in full support of the amendment so that she can give her daughter some property to build a home.

Linda Skinner, Beauregard Street: She stated that she is very conservative in how she wishes to see the County grow but would like to be able to live near her parents and grandparents so that it will be easier for her to care for them as they age.

_Ms. Carter closed the public hearing._

**Motion and vote:** Mr. Lane made a motion, seconded by Mr. Thompson to recommend approval of the Code amendment. The motion passed 6-0.

**CA20-0002 Spotsylvania County Board of Supervisors (Ord. No. 20-47):** Amendments to Chapter 20, Subdivisions, of the Code of the County of Spotsylvania, as related to Exempt Divisions in Sec. 20-14, including: Amendments to Sec. 20-14.1.1.B, which addresses Family Divisions, to replace the five (5) year deed restriction with a time period up to ten (10) years [Time period to be determined and approved by the Board of Supervisors after public hearing]; to authorize Board of Supervisor exceptions, when changed circumstances so require, to the 15-year post-conveyance holding period required for trust property in Sec. 20-14.1.1.B(2); that the application shall include proof of familial relationship as defined in Sec. 20.14.1.1.B; and to include additional requirements for the signed an notarized affidavit, including a statement that the grantee is immediate family of the property owner, that the grantee has not received a previous transfer under Sec. 20-14.1.1.B, that the transfer is not for the purpose of circumventing the subdivision ordinance, that the lot will not be voluntarily transferred to a non-immediate family member in accordance with the provisions of Sec. 20-14.1.1.B, and that the affidavit shall be recorded along with a deed in the Land Records at the Clerk of the Circuit Court office. Sec. 20-14.1.1.B(2), referencing the residential lot yield, is deleted. Amendments to Sec. 20-14.1.1.D, which addresses Annual Divisions, to clarify that the lot yield includes the parent parcel. Amendments to Sec. 20-14.1.1.E, which includes development standards, to provide in (4) a ten (10) foot minimum access easement width consistent with the Code of Virginia, in (6) to clarify that the access easement length noted at 2,500 feet is the maximum length permitted, and in (7) to include the following plat note: Ingress and egress easements for public emergency vehicles are hereby granted to Spotsylvania County for all private roads, lanes, or streets within the exempt division. To add Sec. 20-14.1.1.G, which requires that all exempt division applications be submitted to the Planning Office with a plat prepared by a licensed surveyor for review and approval prior to recordation. Wording and capitalization edits are made throughout Sec. 20-14.1
Ms. Parrish presented the case. She explained that the current family division regulations are the following:

- For sale or gift to a member of the immediate family of the owner(s).
- New lot subject to a 5 year hold prior to voluntary transfer outside family
- Deed and affidavit are recorded with the plat.

The hold period may be increased to up to 10 years as part of this amendment.

As part of her research, she checked with several other counties and found the following hold period:

- 3 counties have 0-year hold
- 10 counties have 5-year hold (Spotsylvania County’s current requirement)
- 3 counties have 10-year hold

Ms. Parrish stated that the amendment improves the affidavit template provided by the County, signed by the grantor(s) and grantee(s) and notarized certifying:

- That the grantee is immediate family of the property owner;
- That no previous transfer under Sec. 20-14.1.1(B) has been granted to the grantee in Spotsylvania County;
- That the transfer is not for the purpose of circumvention of the subdivision ordinance; and
- That the lot will not be voluntarily transferred to a non-immediate family member for the required hold period.

The application will also require proof of familial relationship.

Staff recommends that the Planning Commission recommend approval of CA20-0002. A question for the Commission to consider is whether they wish to recommend a hold period to the Board of Supervisors. Currently the hold for Spotsylvania County is 5 years but they may recommend up to 10 years.

A question was raised by Ms. Carter regarding properties in land use and whether the owner would have to pay rollback taxes.

Ms. Parrish stated that is a consideration if the property would no longer qualify for land use designation, then yes they would have to pay rollback taxes.

Mr. Thompson stated that would be a choice of the property owner and that is all normal real estate business.

There was much discussion as to why even have a hold.

Ms. Parrish stated the reason for the hold ensures that the property isn’t divided for a family member and then immediately sold to someone else.
Ms. Carter stated she has concerns about the hold because people fall on desperate times and may only have the ability to sell their property for money should they have health issues or be going through a divorce.

Mr. Thompson inquired if any abuse of the current policy has occurred.

Ms. Parrish stated yes, that someone split off family lots and then sold them off but ended up having to buy them all back.

There was discussion about allowing people to apply for a hardship so that they can get out of the five-year hold should they have to.

Ms. Parrish stated that she was hopeful that the code could include a hardship clause but has learned that the state code doesn’t allow for that so that is not an option.

Mr. Bullock stated he is not in favor of no hold.

Ms. Carter stated that she is inclined to delay the vote until staff has time to research whether a hardship can be granted.

Ms. Spaulding reminded Ms. Carter that she hasn’t opened the public hearing yet. She further explained that Ms. Parrish has informed the Commission that staff has looked into hardships and whether they can be granted. She reminded the Commission that Virginia is a Dillon Rule state and that the County cannot legally grant a hardship, that is not an option.

Mr. Thompson mentioned several times that if the land is sold immediately, who cares who lives there. His concern is larger parcels that could then be further divided.

The concern is that these parcels are created and then sold off immediately to non-family members.

*Ms. Carter opened the public hearing.*

*Speaking in favor or opposition:*

Patricia Dinsmore: She stated that the existing code has a five year hold and they are fine with that and she suggested that the Commission make that recommendation to the Board of Supervisors.

Linda Skinner: She also agreed that the five-year hold is what should be recommended to the Board of Supervisors. She stated they only plan to transfer once, but suggested it is good to keep in place.

*Ms. Carter closed the public hearing.*

After much discussion about the hold period and in light of there being no ability to provide a
hardship provision, the consensus was to leave the hold period as is.

**Motion and vote:** Mr. Thompson made a motion, seconded by Mr. Bullock to recommend approval of the code amendment and maintaining the five year hold. The motion passed 6-0.

**Public Comment:** None

**New Business:**

Mr. Bullock stated that he would like for the Commission to receive an update on what’s going on with the sPower development. He mentioned staffing potentially being an issue and how the third party reviewer is paid.

Ms. Parrish stated that staff and 3rd party consultants are out there every weekday and that there is a “large project” E&S fee assessed that sPower pays which offsets the 3rd party reviews.

Mr. Bullock stated that he saw the appeal that was advertised in the paper regarding the buffers.

Mr. Lane inquired if the project is taxing the system.

Mr. Hughes stated yes, a fair amount. He stated staff will provide an update at the next PC meeting.

Mr. Lane stated he will not be present for the March 18 PC meeting.

**Adjournment:**

**Motion and vote:** Mr. Thompson made a motion, seconded by Mr. Bullock to adjourn. The motion passed 6-0.

The meeting adjourned at 8:15 p.m.

Paulette L. Mann
Date
PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold public hearings at 6:30 p.m. on Tuesday, April 14, 2020 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

CA20-0001 Spotsylvania County Board of Supervisors (Ord. No. 23-179): Amendments to Chapter 23, Zoning. The proposed amendments to the Zoning Ordinance are to Sec. 23-6, Zoning Districts, and include Sec. 23-6.3.4 Development standards in the Agricultural 2 (A-2) District, Sec. 23-6.4.4 Development standards in the Agricultural 3 (A-3) District, Sec. 23-6.5.2 Permitted uses and Sec. 23-6.5.4 Development standards in Resort Agricultural (RA) District, Sec. 23-6.6.4 Development standards in the Residential 1 (R-1) District, Sec. 23-6.7.4 Development standards in Residential 2 (R-2) District, Sec. 23-6.8.4 Development standards in the Residential 3 (R-3) District, Sec. 23-6.11.4 Development standards of general applicability in the Residential Resort (RR) District, and Sec. 23-6.24.4 Development standards in the Rural (Ru) District. The amendments clarify that the 10-lot maximum lot yield does not apply to family divisions, but remains in place for subdivisions and annual divisions in those districts that have a maximum lot yield, to clarify that the public road frontage is 150’ for a family division or that access may be provided by an easement as allowed in Sec. 20-14.1.1.E(4), Sec. 23-6.5, Resort Agricultural (RA) District, is further amended to eliminate reference to “not within a subdivision” for dwellings listed under Permitted Uses and instead to note under Residential density that residential subdivisions are not permitted. These changes clarify that while residential units are permitted in Resort Agricultural zoning, subdivisions are not permitted.

CA20-0002 Spotsylvania County Board of Supervisors (Ord. No. 20-47): Amendments to Chapter 20, Subdivisions, of the Code of the County of Spotsylvania, as related to Exempt Divisions in Sec. 20-14, including: Amendments to Sec. 20-14.1.1.B, which addresses Family Divisions, to replace the five (5) year deed restriction with a time period up to ten (10) years [Time period to be determined and approved by the Board of Supervisors after public hearing]; to authorize Board of Supervisor exceptions, when changed circumstances so require, to the 15-year post-conveyance holding period required for trust property in Sec. 20-14.1.1.B(2); that the application shall include proof of familial relationship as defined in Sec. 20.14.1.1.B; and to include additional requirements for the signed an notarized affidavit, including a statement that the grantee is immediate family of the property owner, that the grantee has not received a previous transfer under Sec. 20-14.1.1.B, that the transfer is not for the purpose of circumventing the subdivision ordinance, that the lot will not be voluntarily transferred to a non-immediate family member in accordance with the provisions of Sec. 20-14.1.1.B, and that the affidavit shall be recorded along with a deed in the Land Records at the Clerk of the Circuit Court office. Sec. 20-14.1.1.B(2), referencing the residential lot yield, is deleted. Amendments to Sec. 20-14.1.1.D, which addresses Annual Divisions, to clarify that the lot yield includes the parent parcel. Amendments to Sec. 20-14.1.1.E, which includes development standards, to provide in (4) a ten (10) foot minimum access easement width consistent with the Code of Virginia, in (6) to clarify that the access easement length noted at 2,500 feet is the maximum length permitted, and in (7) to include the following plat note: Ingress and egress easements for public emergency vehicles are hereby granted to Spotsylvania County for all private roads, lanes, or streets within the exempt division. To add Sec. 20-14.1.1.G, which requires that all exempt division applications be submitted to the Planning Office with a plat prepared by a licensed surveyor for review and approval prior to recordation. Wording and capitalization edits are made throughout Sec. 20-14.1 to enhance clarity.

Persons interested may appear and present their views at the public hearing described above. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department,
located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

By the Spotsylvania County Board of Supervisors
Meeting Date: April 14, 2020

Title: CA20-0002: Spotsylvania County Board of Supervisors - Subdivision Amendments

Type: Action, Public Hearing, Ordinance, Power Point Presentation

Agenda Title: CA20-0002: Spotsylvania County Board of Supervisors - Subdivision Amendments

Recommendation: The Planning Commission recommends approval of CA20-0002 (Ord. No. 20-47) with no change to the five year deed restriction. Staff recommends approval.

Summary: This public hearing is for code amendments related to application requirements for Family Divisions to the Subdivision Ordinance. These new requirements include proof of family relationship and additional affidavit statements, including:

- That the grantee is immediate family of the property owner;
- That the grantee has not previously received a family lot;
- That the transfer is not for the purpose of circumvention of the subdivision ordinance; and
- That the lot will not be voluntarily transferred to a non-immediate family member during the required hold period.

The Board did not specify a specific hold time period for consideration. The current hold provision is 5 years before the lot is allowed to be transferred out of the immediate family. To give the Board options, the ordinance was advertised to allow for up to a 10 year hold period. This allows the Board to receive feedback on this topic during the public hearing before making a decision on whether to keep the hold period at 5 years or increase it to up to 10 years. Since this item was last before the Board for a work session, staff has determined that a waiver or modification of
the hold period for hardship is not an option permitted by the Code of Virginia. Therefore, staff and the Planning Commission recommend no change to the hold period.

Additional edits are included in the draft amendments to enhance clarity, ensure consistency of terminology, to reflect Code of Virginia requirements, and to capitalize words appropriately.

**Financial Impact:**

N/A

**Staff Contacts:**

Wanda Parrish, Assistant County Administrator for Community Development

**Legal Counsel:**

Alexandra Spaulding, Senior Assistant County Attorney

**Additional Background/Other Considerations:**

Family Divisions are permitted in the Code of Virginia for the purpose of sale or gift to a member of the immediate family of the property owner, including the immediate family member's spouse (as provided in § 15.2-2244(A) of the Code of Virginia: "A member of the immediate family is defined as any person who is a natural or legally defined offspring, stepchild, spouse, sibling, grandchild, grandparent, or parent of the owner").

**Consequence of Denial/Inaction:**

The current code will remain as is.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
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</thead>
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<tr>
<td>Presentation_BOS.pdf</td>
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<tr>
<td>CA20-0002_Draft_Subdivision_Amendments_for_BOS_Hearing.pdf</td>
<td>Subdivision</td>
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<td>PC Minutes_Draft</td>
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<tr>
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</tbody>
</table>
CA20-0002: Subdivision Ordinance Amendments

Board of Supervisors

April 14, 2020
Planning Commission Public Hearing:

• Public Hearing held March 4, 2020
• Recommend approval
Current Family Division Regulations:

• For sale or gift to a member of the immediate family of the owner(s)
• New lot subject to 5 year hold prior to voluntary transfer outside family
• Deed and affidavit are recorded with the plat
Subdivision Amendment:

• *Increase hold period to greater than 5 years (up to 10)*

• Improve Affidavit
  • Signed, notarized statement certifying that the division is for an immediate family member and not to circumvent the ordinance

• Proof of family relationship
Hold Period - Survey of other Counties:

21 ordinances reviewed

Hold period:

• 3 counties have 0 year hold
• 10 counties have 5 year hold*
• 3 counties have 10 year hold

*Spotsylvania County’s Current Requirement
Improve Affidavit:

Affidavit signed by the grantor(s) and grantee(s) and notarized certifying:

• Grantee is immediate family of the property owner;
• No previous family transfer has been granted to the grantee in Spotsylvania County;
• Transfer is not circumvention of the subdivision ordinance; and
• Lot will not be voluntarily transferred to a non-immediate family member for the required hold period
Recommendation:

Planning Commission recommends approval of CA20-0002 (Ordinance 20-47) with no change to the 5 year deed restriction, 6-0

Staff recommends approval consistent with the Planning Commission
At a meeting of the Spotsylvania County Board of Supervisors held on ______________on a motion by _____, seconded by _____ and passed_______, the Board adopts the following ordinance:

AN ORDINANCE No. 20-47

CA20-0002: Subdivision Ordinance Amendments – Exempt Divisions

To amend County Code (“Code Amendments”) Chapter 20, Subdivisions, as related to Exempt Divisions in Sec. 20-14, including: Amendments to Sec. 20-14.1.1.B, which addresses Family Divisions, to replace the five (5) year deed restriction with a time period up to ten (10) years [Time period to be determined and approved by the Board of Supervisors after public hearing]; to authorize Board of Supervisor exceptions, when changed circumstances so require, to the 15-year post-conveyance holding period required for trust property in Sec. 20-14.1.1.B(2); that the application shall include proof of familial relationship as defined in Sec. 20.14.1.1.B; and to include additional requirements for the signed an notarized affidavit, including a statement that the grantee is immediate family of the property owner, that the grantee has not received a previous transfer under Sec. 20-14.1.1.B, that the transfer is not for the purpose of circumventing the subdivision ordinance, that the lot will not be voluntarily transferred to a non-immediate family member in accordance with the provisions of Sec. 20-14.1.1.B, and that the affidavit shall be recorded along with a deed in the Land Records at the Clerk of the Circuit Court office. Sec. 20-14.1.1.B(2), referencing the residential lot yield, is deleted. Amendments to Sec. 20-14.1.1.D, which addresses Annual Divisions, to clarify that the lot yield includes the parent parcel. Amendments to Sec. 20-14.1.1.E, which includes development standards, to provide in (4) a ten (10) foot minimum access easement width consistent with the Code of Virginia, in (6) to clarify that the access easement length noted at 2,500 feet is the maximum length permitted, and in (7) to include the following plat note: Ingress and egress easements for public emergency vehicles are hereby granted to Spotsylvania County for all private roads, lanes, or streets within the exempt division. To add Sec. 20-14.1.1.G, which requires that all exempt division applications be submitted to the Planning Office with a plat prepared by a licensed surveyor for review and approval prior to recordation. Wording and capitalization edits are made throughout Sec. 20-14.1 to enhance clarity.

PUBLIC HEARING: April 14, 2020

WHEREAS, staff has reviewed the Code Amendment and recommends approval as stated in the Executive Summary dated April 14, 2020; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on this item on March 4, 2020, which was duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended approval of the Code Amendment with the deed restriction remaining at 5 years with a vote of 6-0; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on April 14, 2020, which was duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and
WHEREAS, good zoning practice and general welfare are served by approval of the Code Amendments.

NOW, THEREFORE, THE BOARD OF SUPERVISORS FOR THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. That Chapter 20, Article 14, be and is hereby amended and reordained as follows:

ARTICLE 14. - EXEMPT DIVISIONS

Sec. 20-14.1.1. - Exempt divisions.

The following divisions shall be exempt from the requirements of this chapter except as further described in this section:

A. Any division of land which consolidates existing lots or parcels by plat.

B. Any division of land which divides a parcel of land as permitted in Chapter 23, Article 6:

   (1) divides a parcel of land as permitted in chapter Chapter 23, article Article 6 for the purpose of sale or gift to a member of the immediate family of the property owner, including the immediate family member's spouse (as provided in § 15.2-2244(A) of the Code of Virginia: "A member of the immediate family is defined as any person who is a natural or legally defined offspring, stepchild, spouse, sibling, grandchild, grandparent, or parent of the owner"), provided that, subsequent to the transfer, such parcel is held in ownership by the family member pursuant to a recorded deed restriction for five years; or,

   (2) for the purpose of sale or gift to a member of the immediate family, as defined in § 15.2-2244(A) of the Code of Virginia, of beneficiaries of a trust, of land held in trust for the purpose of sale or gift to a member of the immediate family of the property owner that is the beneficiary of a trust, provided that, all trust beneficiaries must:

      (a) be immediate family members as defined in § 15.2-2244(A) of the Code of Virginia,

      (b) agree that the property should be subdivided, and

      (c) agree to place a restrictive covenant on the subdivided property that would prohibit the transfer of the property to a nonmember of the immediate family for a period of 15 years. The Board of Supervisors may reduce or provide exceptions to the 15-year prohibition on transfer of the property to a nonmember of the immediate family when changed circumstances so require. Upon such modification of a restrictive covenant, the Director of Planning shall execute a writing reflecting such modification, which writing shall be recorded in accordance with § 17.1-227 of the Code of Virginia, subsequent to the transfer, a deed restriction is placed on the parcel prohibiting transfer to anyone who is not a member of the immediate family for fifteen (15) years. The board Board of supervisors Supervisors may provide exceptions to the 15-year time periods, when changed circumstances so require.

C. Such a division must adhere to the following standards:

   (1) The application must include proof of familial relationship as defined in Sec. 20.14.1.1.B.
All plats of division applications submitted under this provision Sec. 20-14.1.1.B. shall must be accompanied by an application plat, an affidavit, and a deed.

The affidavit must be in the form of the template provided by the County, signed by the grantor(s) and grantee(s) and notarized affidavit indicating:

a. That the grantee is immediate family of the property owner as defined above;

b. The date of transfer from parent owner(s) to the immediate family member with instrument number or deed book and page number of the original transfer from parent(s) to immediate family;

c. That no previous transfer under Sec. 20-14.1.1.B. has been granted to the grantee in Spotsylvania County;

d. That the transfer is not for the purpose of circumvention of the subdivision ordinance; and

e. That the lot will not be voluntarily transferred to a non-immediate family member, as defined above:

i. for at least ten (10) years [Time period to be determined and approved by the Board of Supervisors after public hearing] from the date of recordation of the deed in the case of a subdivision for conveyance to an immediate family member, except that a transfer of a shared interest may subsequently or simultaneously be made to the spouse of the grantee. This restriction must also be included in the deed; or

ii. for at least fifteen (15) years in the case of a subdivision and conveyance of property held in trust to an immediate family member who is the beneficiary under that trust. This restriction shall must also be included in the deed.

The deed will must recite include not only the prohibition on transfer of the lot but also and recite the familial language requirement.

The signed affidavit(s), a fully executed deed(s), both approved as to form by the County Attorney’s office and plat approved by the Subdivision Agent shall be recorded among the County Land Records at the Clerk of the Circuit Court office.

The number of lots created under the family exempt provisions shall not exceed one (1) lot per family member and the residential lot yield cannot exceed ten (10) lots from the parent parcel which existed on February 12, 2002.

Any division of land which divides a parcel of land as permitted in Chapter 23, article 6 using the following annual division standards:

(1) The number of lots created under this provision shall must not exceed one (1) lot per each 365-day period, excluding the remainder lot, and the residential lot yield cannot exceed six (6) lots from the parent parcel, including the remainder parcel, which existed on February 12, 2002.

(2) A maximum of one hundred (100) annual division lots may be approved in the county in each 365-day period from the adoption of this ordinance (March 10, 2009).

Divisions made pursuant to this section shall will be exempt from this chapter provided that all proposed lots or parcels:
(1) Generally conform to section 20-5.1.9 of Chapter 20;

(2) Meet all requirements of Chapter 23—Articles 6 and 7—of the Spotsylvania County Zoning Ordinance Code;

(3) Comply with Chapters 6A, 8, and 19A of the Spotsylvania County Code;

(4) Front on an existing public road or are provided with a minimum of 20-foot wide access easement to an existing public road; with the approval of the subdivision agent this requirement may be reduced to a minimum 18-foot easement due to lot configuration, proximity of existing buildings, or environmental constraints. Easements existing prior to December 4, 1995, and no less than ten (10) feet in width may be grandfathered. At no such time shall any access easement be less than ten (10) feet. However, if the exempt division of property will create not more than ten (10) lots, then any access to those lots shall be a minimum of twenty (20) feet in width; and

(5) Share entrances on the existing public road to the maximum extent possible.

(6) Any Will Do not allow access easements created for new divisions created under these provisions shall be limited to greater than two thousand five hundred (2,500) feet off of the existing public road in length—with no extensions off of this road to adjacent properties unless the owner can demonstrate no other means of access to a state maintained road exists at which time a waiver can be requested of the subdivision agent. Roads greater than three hundred (300) feet in length are required to end in a cul-de-sac or “T” turnaround per the Design Standards Manual Plate 5-6 if serving more than three (3) lots.

<table>
<thead>
<tr>
<th>Number of Lots Served by Road</th>
<th>Easement width</th>
<th>Width of Travel Way</th>
<th>Depth of Base</th>
<th>Surface Treatment of Road</th>
<th>Sight Distance (Lot to Private Lane)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 lots</td>
<td>20 feet</td>
<td>12 feet, (3 foot shoulders)</td>
<td>4&quot; of #25, 26, or 21A stone</td>
<td>Not required</td>
<td>100 feet</td>
</tr>
<tr>
<td>3-10 lots</td>
<td>20 feet</td>
<td>12 feet (3 foot shoulders)</td>
<td>6&quot; of #25, 26, or 21A stone</td>
<td>Entrance paved 25 feet from edge of paved public road</td>
<td>100 feet</td>
</tr>
</tbody>
</table>

(7) All plats, contracts of sale, and deeds for a lot in an exempt division in which private lanes, roads or streets are allowed shall contain language which clearly discloses to a potential purchaser the following minimum information:

(a) The lot is served by a privately maintained road and will not be maintained by the state or county. Any costs necessary to bring the road to a condition qualifying it for acceptance as part of the secondary system of state highways shall be sustained from resources other than those administered by the Virginia Department of Transportation and the County of Spotsylvania or any other public agency;

(b) School bus service shall not be provided by the county along private roads, lanes or streets; unless approved by the Spotsylvania County School Board;
(c) United States Postal Service shall not be provided along private roads, lanes or streets; unless approved by the United States Postal Service;

(d) The expense and responsibility for maintaining the roads within the development shall be paid for and borne by the lot owners and/or developer, as the case may be; and

(e) It shall be the responsibility of the developer for the initial construction and subsequent maintenance, if any, of the roads. If the roads are to be maintained by a property owner’s association or other legal entity, the disclosure must clearly so inform the buyer.

(f) Ingress and egress easements for public emergency vehicles is hereby granted to Spotsylvania County for all private roads, lanes, or streets within this development.

(8) Prior to recordation all such exempt divisions shall be submitted to the county planning office for review and approval on a plat prepared by a licensed surveyor with application information as may be required by the subdivision agent.

EFI. Where the public (either the Spotsylvania County or a superior sovereign) acquires right-of-way in fee title crossing a lot, upon application of the owner, the resulting lands on either side of such right-of-way may be approved administratively as separate lots upon the subdivision Agent’s determination that either (i) at the time of the right-of-way acquisition, or (ii) at the time of application, each portion of such land so divided satisfied all ordinance requirements for approval as separate lots within the meaning hereof.

EG. Prior to recordation, all exempt divisions shall be submitted to the County Planning Office on a plat prepared by a licensed surveyor with application information, including deed and affidavit, if applicable, as required by the Subdivision Agent for review and approval.

(Ord. No. 20-42-44, 4-28-15; Ord. No. 20-47, XXXX)

State Law reference— Mandatory provisions of a subdivision ordinance, Code of Virginia § 15.2-2241 (1950, as amended); provisions for subdivision of a lot for conveyance to a family member, Code of Virginia § 15.2-2244 (1950, as amended); subdivision of a lot of property held in trust for a family member, Code of Virginia § 15.2-2244.2 (1950, as amended).

Sec. 20-14.1.2. - Review of exempt plat.

Once an application for exempt plat approval is determined to be complete, the subdivision agent shall forward copies of the final plat to the development review committee and other representatives of county, state, federal, and agencies as appropriate, for review and comment.

The subdivision agent shall review the application and accompanying documents to determine whether the proposed plat is in compliance with the requirements of this section and in conformance with the previously approved construction plan (if required). Within sixty (60) days after an application for exempt plat is determined complete, the subdivision Agent shall either approve or disapprove the plat. Any resubmission of a plat shall be reviewed and approved or disapproved within forty-five (45) days of the resubmission date.

The applicant shall be given written notice of the approval or disapproval. In the case of disapproval the notice shall identify to the greatest extent practicable all deficiencies with the initial submission and shall identify the modifications or corrections that will permit approval of the plat.

(Ord. No. 20-44, 4-28-15; Ord. No. 20-47, XXXX)
Sec. 20-14.1.3. - Resubmission of revised exempt plat application.

Upon receipt of notice from the subdivision Subdivision a Agent that an final exempt plat and/or associated documents application have has not been approved, the applicant shall submit a revised application within ninety (90) days of the date of notice, addressing all deficiencies identified in the notice. Prior to expiration of the resubmission deadline, the applicant may request an extension in writing of a period not to exceed sixty (60) days. A second extension may be requested in writing for a period not to exceed thirty (30) days. The required resubmission timeline may be extended further by the subdivision Subdivision a Agent in extenuating circumstances. The additional extension shall be requested in writing to the subdivision Subdivision a Agent, by the applicant at least ten (10) days prior to the last extension period end date. The hardship request shall fully describe the circumstances related to the failure to resubmit a revised plat application and provide reasonable justification for granting the extension. The subdivision Subdivision a Agent may grant the one (1) hardship extension for a period not to exceed six (6) months. Failure to resubmit a revised final plat application timely in accordance with this section Sec. 20-14.1.3 shall render the application null and void.

(Ord. No. 20-44, 4-28-15; Ord. No. 20-47, XXXX)

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: ______________ NOES: ______________ ABSTAIN: ______________

ADOPTED: ______________ REJECTED: ______________ STRICKEN: ______________
MINUTES: March 4, 2020

Call to Order: Mr. Newhouse called the meeting to order at 7:00 p.m.

Members Present: Mary Lee Carter Lee Hill
Jennifer Maddox Berkeley
Richard Thompson Courtland
Dr. Raymond Bell Salem
Jacob Lane Livingston
C. Travis Bullock Battlefield

Members Absent: Gregg Newhouse Chancellor

Staff Present: Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Wanda Parrish, AICP, Asst. County Administrator - CDG

Announcements:

Mr. Hughes announced details regarding the upcoming Commission meeting as well as what is coming up on the TRC agendas.

Review & Approval of minutes:

February 5, 2020 Minutes

Motion and vote: Mr. Thompson a motion, seconded by Mr. Lane to approve the minutes of February 19, 2020. The motion passed 6-0.

Unfinished Business:

Public Hearing(s):

CA20-0001 Spotsylvania County Board of Supervisors (Ord. No. 23-179): Amendments to Chapter 23, Zoning. The proposed amendments to the Zoning Ordinance are to Sec. 23-6, Zoning Districts, and include Sec. 23-6.3.4 Development standards in the Agricultural 2 (A-2) District, Sec. 23-6.4.4 Development standards in the Agricultural 3 (A-3) District, Sec. 23-6.5.2 Permitted uses and Sec. 23-6.5.4 Development standards in Resort Agricultural (RA) District, Sec. 23-6.6.4 Development standards in the Residential 1 (R-1) District, Sec. 23-6.7.4 Development standards in Residential 2 (R-2) District, Sec. 23-6.8.4 Development standards in the Residential 3 (R-3) District, Sec. 23-6.11.4 Development standards of general applicability in the Residential Resort (RR) District, and Sec. 23-6.24.4 Development standards in the Rural (Ru) District. The
amendments clarify that the 10-lot maximum lot yield does not apply to family divisions, but remains in place for subdivisions and annual divisions in those districts that have a maximum lot yield, to clarify that the public road frontage is 150’ for a family division or that access may be provided by an easement as allowed in Sec. 20-14.1.1.E(4). Sec. 23-6.5, Resort Agricultural (RA) District, is further amended to eliminate reference to “not within a subdivision” for dwellings listed under Permitted Uses and instead to note under Residential density that residential subdivisions are not permitted. These changes clarify that while residential units are permitted in Resort Agricultural zoning, subdivisions are not permitted.

Ms. Parrish presented the case. She explained that this summer several citizens expressed frustration that they cannot do a family division on their land even though they have a 10 acre or even a 100-acre parcel. At issue in these cases is the cap of 10 lots that can be created from a parcel (9 new lots and the remainder of the original parcel).

The Board direction to Staff was to determine options to allow for family divisions to occur on parcels that are not eligible under the current Code and to include safeguards to ensure the provision is not abused/used to circumvent the subdivision ordinance which is the subject of the next public hearing.

The Code of Virginia requires that Spotsylvania County allow for the division of land for immediate family members, defined as “any person who is a natural or legally defined offspring, stepchild, spouse, sibling, grandchild, grandparent, or parent of the owner.” The Code of Virginia limits the number of family lots than an individual can receive in their lifetime to 1 lot and it prohibits the use of the family division provision to circumvent the subdivision ordinance. Family divisions have very few requirements when compared to subdivisions. One of the big differences is that the Code of Virginia allows Family lots to be accessed by a 10-20’ wide access easement providing ingress and egress to a public street. Subdivisions require frontage on a public street or a private street built to VDOT standards.

Ms. Parrish displayed a slide showing the approved family lots since 2009. The most lots created in a year was 38 and that occurred in 2010. The next highest number of lots created was 22 in 2014.

Staff recommends approval of the code amendment as presented.

Mr. Thompson expressed that he is pleased to see this amendment because it eases the burden on families.

Dr. Bell inquired if there have been any extreme cases that have occurred.

Ms. Parrish stated not that she can recall at this time.

Mr. Bullock asked for the definition of immediate family.

Ms. Parrish provided the definition.
Ms. Maddox stated that she was very excited to see this in her packet and is in full support.

Mr. Lane stated that he is in support and that it’s a good thing that will help family farm owners.

*Mr. Hughes reviewed the public hearing procedures.*

*Ms. Carter opened the public hearing.*

**Speaking in favor or opposition:**

Patricia Dinsmore, 11915 Weir Road, Fischer Tract: She stated that she is in full support of the amendment so that she can give her daughter some property to build a home.

Linda Skinner, Beauregard Street: She stated that she is very conservative in how she wishes to see the County grow but would like to be able to live near her parents and grandparents so that it will be easier for her to care for them as they age.

*Ms. Carter closed the public hearing.*

**Motion and vote:** Mr. Lane made a motion, seconded by Mr. Thompson to recommend approval of the Code amendment. The motion passed 6-0.

**CA20-0002 Spotsylvania County Board of Supervisors (Ord. No. 20-47):** Amendments to Chapter 20, Subdivisions, of the Code of the County of Spotsylvania, as related to Exempt Divisions in Sec. 20-14, including: Amendments to Sec. 20-14.1.1.B, which addresses Family Divisions, to replace the five (5) year deed restriction with a time period up to ten (10) years [Time period to be determined and approved by the Board of Supervisors after public hearing]; to authorize Board of Supervisor exceptions, when changed circumstances so require, to the 15-year post-conveyance holding period required for trust property in Sec. 20-14.1.1.B(2); that the application shall include proof of familial relationship as defined in Sec. 20.14.1.1.B; and to include additional requirements for the signed an notarized affidavit, including a statement that the grantee is immediate family of the property owner, that the grantee has not received a previous transfer under Sec. 20-14.1.1.B, that the transfer is not for the purpose of circumventing the subdivision ordinance, that the lot will not be voluntarily transferred to a non-immediate family member in accordance with the provisions of Sec. 20-14.1.1.B, and that the affidavit shall be recorded along with a deed in the Land Records at the Clerk of the Circuit Court office. Sec. 20-14.1.1.B(2), referencing the residential lot yield, is deleted. Amendments to Sec. 20-14.1.1.D, which addresses Annual Divisions, to clarify that the lot yield includes the parent parcel. Amendments to Sec. 20-14.1.1.E, which includes development standards, to provide in (4) a ten (10) foot minimum access easement width consistent with the Code of Virginia, in (6) to clarify that the access easement length noted at 2,500 feet is the maximum length permitted, and in (7) to include the following plat note: Ingress and egress easements for public emergency vehicles are hereby granted to Spotsylvania County for all private roads, lanes, or streets within the exempt division. To add Sec. 20-14.1.1.G, which requires that all exempt division applications be submitted to the Planning Office with a plat prepared by a licensed surveyor for review and approval prior to recordation. Wording and capitalization edits are made throughout Sec. 20-14.1
to enhance clarity.

Ms. Parrish presented the case. She explained that the current family division regulations are the following:

- For sale or gift to a member of the immediate family of the owner(s).
- New lot subject to a 5 year hold prior to voluntary transfer outside family
- Deed and affidavit are recorded with the plat.

The hold period may be increased to up to 10 years as part of this amendment.

As part of her research, she checked with several other counties and found the following hold period:

- 3 counties have 0-year hold
- 10 counties have 5-year hold (Spotsylvania County’s current requirement)
- 3 counties have 10-year hold

Ms. Parrish stated that the amendment improves the affidavit template provided by the County, signed by the grantor(s) and grantee(s) and notarized certifying:

- That the grantee is immediate family of the property owner;
- That no previous transfer under Sec. 20-14.1.1(B) has been granted to the grantee in Spotsylvania County;
- That the transfer is not for the purpose of circumvention of the subdivision ordinance; and
- That the lot will not be voluntarily transferred to a non-immediate family member for the required hold period.

The application will also require proof of familial relationship.

Staff recommends that the Planning Commission recommend approval of CA20-0002. A question for the Commission to consider is whether they wish to recommend a hold period to the Board of Supervisors. Currently the hold for Spotsylvania County is 5 years but they may recommend up to 10 years.

A question was raised by Ms. Carter regarding properties in land use and whether the owner would have to pay rollback taxes.

Ms. Parrish stated that is a consideration if the property would no longer qualify for land use designation, then yes they would have to pay rollback taxes.

Mr. Thompson stated that would be a choice of the property owner and that is all normal real estate business.

There was much discussion as to why even have a hold.

Ms. Parrish stated the reason for the hold ensures that the property isn’t divided for a family member and then immediately sold to someone else.
Ms. Carter stated she has concerns about the hold because people fall on desperate times and may only have the ability to sell their property for money should they have health issues or be going through a divorce.

Mr. Thompson inquired if any abuse of the current policy has occurred.

Ms. Parrish stated yes, that someone split off family lots and then sold them off but ended up having to buy them all back.

There was discussion about allowing people to apply for a hardship so that they can get out of the five-year hold should they have to.

Ms. Parrish stated that she was hopeful that the code could include a hardship clause but has learned that the state code doesn’t allow for that so that is not an option.

Mr. Bullock stated he is not in favor of no hold.

Ms. Carter stated that she is inclined to delay the vote until staff has time to research whether a hardship can be granted.

Ms. Spaulding reminded Ms. Carter that she hasn’t opened the public hearing yet. She further explained that Ms. Parrish has informed the Commission that staff has looked into hardships and whether they can be granted. She reminded the Commission that Virginia is a Dillon Rule state and that the County cannot legally grant a hardship, that is not an option.

Mr. Thompson mentioned several times that if the land is sold immediately, who cares who lives there. His concern is larger parcels that could then be further divided.

The concern is that these parcels are created and then sold off immediately to non-family members.

*Ms. Carter opened the public hearing.*

*Speaking in favor or opposition:*

Patricia Dinsmore: She stated that the existing code has a five year hold and they are fine with that and she suggested that the Commission make that recommendation to the Board of Supervisors.

Linda Skinner: She also agreed that the five-year hold is what should be recommended to the Board of Supervisors. She stated they only plan to transfer once, but suggested it is good to keep in place.

*Ms. Carter closed the public hearing.*

After much discussion about the hold period and in light of there being no ability to provide a
hardship provision, the consensus was to leave the hold period as is.

**Motion and vote:** Mr. Thompson made a motion, seconded by Mr. Bullock to recommend approval of the code amendment and maintaining the five year hold. The motion passed 6-0.

**Public Comment:** None

**New Business:**

Mr. Bullock stated that he would like for the Commission to receive an update on what’s going on with the sPower development. He mentioned staffing potentially being an issue and how the third party reviewer is paid.

Ms. Parrish stated that staff and 3rd party consultants are out there every weekday and that there is a “large project” E&S fee assessed that sPower pays which offsets the 3rd party reviews.

Mr. Bullock stated that he saw the appeal that was advertised in the paper regarding the buffers.

Mr. Lane inquired if the project is taxing the system.

Mr. Hughes stated yes, a fair amount. He stated staff will provide an update at the next PC meeting.

Mr. Lane stated he will not be present for the March 18 PC meeting.

**Adjournment:**

**Motion and vote:** Mr. Thompson made a motion, seconded by Mr. Bullock to adjourn. The motion passed 6-0.

The meeting adjourned at 8:15 p.m.

Paulette L. Mann
Date
PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold public hearings at 6:30 p.m. on Tuesday, April 14, 2020 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

CA20-0001 Spotsylvania County Board of Supervisors (Ord. No. 23-179): Amendments to Chapter 23, Zoning. The proposed amendments to the Zoning Ordinance are to Sec. 23-6, Zoning Districts, and include Sec. 23-6.3.4 Development standards in the Agricultural 2 (A-2) District, Sec. 23-6.4.4 Development standards in the Agricultural 3 (A-3) District, Sec. 23-6.5.2 Permitted uses and Sec. 23-6.5.4 Development standards in Resort Agricultural (RA) District, Sec. 23-6.6.4 Development standards in the Residential 1 (R-1) District, Sec. 23-6.7.4 Development standards in Residential 2 (R-2) District, Sec. 23-6.8.4 Development standards in the Residential 3 (R-3) District, Sec. 23-6.11.4 Development standards of general applicability in the Residential Resort (RR) District, and Sec. 23-6.24.4 Development standards in the Rural (Ru) District. The amendments clarify that the 10-lot maximum lot yield does not apply to family divisions, but remains in place for subdivisions and annual divisions in those districts that have a maximum lot yield, to clarify that the public road frontage is 150’ for a family division or that access may be provided by an easement as allowed in Sec. 20-14.1.1.E(4). Sec. 23-6.5, Resort Agricultural (RA) District, is further amended to eliminate reference to “not within a subdivision” for dwellings listed under Permitted Uses and instead to note under Residential density that residential subdivisions are not permitted. These changes clarify that while residential units are permitted in Resort Agricultural zoning, subdivisions are not permitted.

CA20-0002 Spotsylvania County Board of Supervisors (Ord. No. 20-47): Amendments to Chapter 20, Subdivisions, of the Code of the County of Spotsylvania, as related to Exempt Divisions in Sec. 20-14, including: Amendments to Sec. 20-14.1.1.B, which addresses Family Divisions, to replace the five (5) year deed restriction with a time period up to ten (10) years [Time period to be determined and approved by the Board of Supervisors after public hearing]: to authorize Board of Supervisor exceptions, when changed circumstances so require, to the 15-year post-conveyance holding period required for trust property in Sec. 20-14.1.1.B(2); that the application shall include proof of familial relationship as defined in Sec. 20.14.1.1.B; and to include additional requirements for the signed an notarized affidavit, including a statement that the grantee is immediate family of the property owner, that the grantee has not received a previous transfer under Sec. 20-14.1.1.B, that the transfer is not for the purpose of circumventing the subdivision ordinance, that the lot will not be voluntarily transferred to a non-immediate family member in accordance with the provisions of Sec. 20-14.1.1.B, and that the affidavit shall be recorded along with a deed in the Land Records at the Clerk of the Circuit Court office. Sec. 20-14.1.1.B(2), referencing the residential lot yield, is deleted. Amendments to Sec. 20-14.1.1.D, which addresses Annual Divisions, to clarify that the lot yield includes the parent parcel. Amendments to Sec. 20-14.1.1.E, which includes development standards, to provide in (4) a ten (10) foot minimum access easement width consistent with the Code of Virginia, in (6) to clarify that the access easement length noted at 2,500 feet is the maximum length permitted, and in (7) to include the following plat note: Ingress and egress easements for public emergency vehicles are hereby granted to Spotsylvania County for all private roads, lanes, or streets within the exempt division. To add Sec. 20-14.1.1.G, which requires that all exempt division applications be submitted to the Planning Office with a plat prepared by a licensed surveyor for review and approval prior to recordation. Wording and capitalization edits are made throughout Sec. 20-14.1 to enhance clarity.

Persons interested may appear and present their views at the public hearing described above. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department,
located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

By the Spotsylvania County Board of Supervisors