

**RESOLUTION NO. 2025- 529**

**A RESOLUTION APPROVING THE AMENDED MASTER SOFTWARE AND SERVICES AGREEMENT AND SCHEDULE NO. 2 BETWEEN THE CITY OF TAMPA AND VERSATERM PUBLIC SAFETY US, INC. FOR THE PURCHASE OF VERSATERM SERVICE SCHEDULE – “COMMUNITY REPORT”; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND ATTESTATION BY THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tampa, Florida, by authority contained in Resolution No. 2024-976, passed and adopted by City Council on November 7, 2024, approved a Master Software and Services Agreement and Service Schedule No. 1 for Street Smart Subscription License; and

**WHEREAS**, the City of Tampa, Florida, by authority contained in Resolution No. 2024-934 passed and adopted by City Council on October 17, 2024, accepted grant funds for the FY24 Office of Community Policing Services Technology and Equipment Program Invitation and Solicitation grant;

**WHEREAS**, the City wishes to procure a subscription for Versaterms’s CommunityReport Online Reporting that enables certain reports to be filed online by citizens, thereby freeing officers to perform other essential functions; and

**WHEREAS**, the Master Software and Services Agreement is being amended and extended; and

**WHEREAS**, CommunityReport meets Federal National Incident-Based Reporting System (NIBRS); and

**WHEREAS**, entering into this purchase will serve to protect the public safety and welfare of the citizens of Tampa.

**NOW, THEREFORE,  
BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the amended Master Software and Service Agreement and Service Schedule No. 2 between the City of Tampa and Versaterm Public Safety US, Inc., copies of which are attached hereto and made part hereof, is authorized and approved in its entirety or in a form substantially similar thereof.

Section 2. That the Mayor of the City of Tampa is authorized to execute, and the City Clerk to attest and to affix the official Seal of the City of Tampa to, said Agreement and service

schedule on behalf of the City.

Section 3. That the other proper officers of the City of Tampa are hereby authorized to do all things necessary in order to carry out the provisions of this Resolution, which shall take effect, immediately upon its adoption.

Section 4. That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Tampa, Florida, on JUN 26 2025

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK

  
CHAIR/CHAIR PRO-TEM, CITY COUNCIL

APPROVED AS TO FORM:

/s/ Michael Schmid

Senior Assistant City Attorney

Versaterm Public Safety US, Inc. & City of Tampa, FL  
Amendment 1 to Master Software and Services Agreement

## **Amendment 1 to Master Software and Services Agreement**

This amendment ("Amendment 1") is made as of the last date of signature below ("Effective Date") by and between the **City of Tampa, FL**, on behalf of the Tampa Police Department ("Customer"), and **Versaterm Public Safety US, Inc.** ("Versaterm"), a Delaware corporation, individually a "Party" and collectively the "Parties".

### **WHEREAS:**

- A. The Parties previously entered into that certain Master Software and Services Agreement dated October 29, 2024 (the "MSA") pursuant to which Customer procured StreetSmart;
- B. The Initial Term of the MSA was for one (1) year with an option to renew for two (2) additional one-year periods;
- C. The Parties want to use the MSA to facilitate the procurement of Community Report; AND
- D. In order to facilitate such procurement under the MSA, the Parties need to amend the Term of the MSA so that it no longer includes a definite end date.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Section 3(a) of the MSA is deleted in its entirety and replaced with the following:

This MSA shall have an initial term of three (3) years from October 29, 2024 (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19. Customer shall automatically renew for consecutive additional one (1) year terms (each a "Renewal Term"), unless a Party provides written notice to the other Party to terminate in accordance with Section 19. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term". Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule

2. Section 3(c) of the MSA is deleted in its entirety and replaced with the following:

Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at least sixty (60) days prior to the expiration of the Subscription Term at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8(g) (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate in accordance with Section 19.

Versaterm Public Safety US, Inc. & City of Tampa, FL  
Amendment 1 to Master Software and Services Agreement

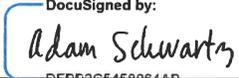
3. This Amendment 1 shall be governed by and construed in accordance with the laws of the State of Florida and the applicable federal laws of the United States (excluding any conflict of laws rule or principals that might refer such construction to the laws of another jurisdiction).
4. Each person signing this Amendment 1 on behalf of either Party individually warrants that he or she has full legal power to execute this Amendment 1 on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Amendment 1.
5. Capitalized terms used but not defined in this Amendment 1 shall have the meanings ascribed to them in the MSA.
6. This Amendment 1 may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Amendment 1 by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**[SIGNATURES PAGE FOLLOWS]**

Versaterm Public Safety US, Inc. & City of Tampa, FL  
Amendment 1 to Master Software and Services Agreement

**IN WITNESS WHEREOF**, the Parties have executed this Amendment 1 as of the dates set forth below.

**Versaterm Public Safety US, Inc.**

Signature:   
Name: \_\_\_\_\_  
Title: CRO  
Date: 06/02/2025

**City of Tampa, FL**

Signature:   
Name: Jane Castor  
Title: Mayor  
Date:  
(Seal)

ATTEST:

  
City Clerk/Deputy City Clerk

**Approved as to form**

Signature: /s/ Mike Schmid  
Name: Mike Schmid  
Title: Senior Assistant City Attorney



The execution of this document was authorized  
by Resolution No. 2025-529  
/s/ Michael Schmid

- City Attorney
- Assistant City Attorney

## **SCHEDULE A**

Below are the available Report Type in the CommunityReport standard NIBRS Offering, Versaterm will work with the Customer to review and configure the desired Report Types for your installation from the list below during project scoping.

<b>Offense Type</b>	<b>Offense Type</b>	<b>Offense Type</b>
Burglary	Theft from Coin Operated Machine/Device	Identity Theft
Damage/Vandalism	Theft from Auto	Child Custody Interfere
Graffiti	Theft of Auto Parts	Criminal Trespass
Assault (Simple)	Theft	Viol of Court Order (NON EPO)
Threats and Intimidation	Theft of Service	Violation of Protective Order
Harassment	Fraud/Theft by Deception	Hit & Run/Leaving the Scene Collision
Theft from Person	Credit/Debit Card Fraud	Lost Property
Theft Purse Snatching	Impersonation	Suspicious Activity Report
Theft by Shoplifting	Welfare Fraud	Supplemental Report
Theft from Building	Wire Fraud	Loss Prevention Officer (Reporting)

**EXHIBIT 1**

**City of Tampa's Insurance Requirements**

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

**The following coverages are required:** ("M" indicates million(s), for example \$1M is \$1,000,000)

**A. Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

**B. Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

**C. Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

**D. Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

**E. Professional Liability Insurance** where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical

professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same.

**F. Cyber Liability Insurance** where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses.

**Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.**

**ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-: VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

**ADDITIONAL INSURED** - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

**CANCELLATION/NON-RENEWAL** – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:  
Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

**CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS** – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to ensure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

**CLAIMS MADE** – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either

through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

**DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR)** – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). The firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

**PERFORMANCE** – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

**PRIMARY POLICIES** - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be in excess of the Firm's insurance and shall not contribute with it.

**UNAVAILABILITY** – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

**WAIVER OF SUBROGATION** – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. The firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

REVISED 3/13/2020

**EXHIBIT 2**

**City of Tampa's Standard Terms and Conditions**

## EXHIBIT 2 MISCELLANEOUS TERMS

**2.1 Non-Discrimination in Contracting and Employment.** Versaterm shall comply with the following Statement of Assurance:

During the performance of this Contract, Versaterm herein assures the Customer, that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that it does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against Versaterm employees or applicants for employment. Versaterm understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this Contract. Furthermore, Versaterm herein assures the Customer that it will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. Versaterm further acknowledges and agrees to provide the Customer with all information and documentation that may be requested by the Customer from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract. Versaterm further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

**2.2 Scrutinized Companies.** Versaterm states it is not a scrutinized company. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not submit a proposal for or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not submit a proposal for or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

**2.3 Employee Verification.** Versaterm will conduct backchecks on its employees and third party subcontractors in accordance with applicable laws.

**2.4 Insurance.** Prior to commencing any work or services under the Agreement, Versaterm shall provide, pay for, and maintain insurance as required by the Customer in Exhibit 1 during the term of the Agreement or for such longer period of time as required by the Customer in Exhibit 1.

**2.5 Public Records Access.** Versaterm has been advised and is aware that the Agreement and all reports, documents, information and data, including but not limited to electronic or digital files, furnished or prepared by or through Versaterm pursuant to the Agreement and provided to Customer are public records and Customer may authorize third parties to review and reproduce such documents pursuant to public records laws, including the

provisions of Chapter 119, Florida Statutes, and other applicable federal laws. To the extent applicable, Versaterm agrees it together with those engaged by or through Versaterm in performance of the Agreement are required to comply with the provisions of said Chapter 119, Florida Statutes, commonly known as Florida's "Public Records Law" and hereinafter as ("Chapter 119"), including without limitation compliance with FLA. STAT. 119.0701, and specifically to:

- i. Keep and maintain public records required to perform this Agreement.
- ii. Upon request from the Customer, provide the Customer with a copy of the requested records, having redacted records in total or in part that are exempt from disclosure by law, or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the Customer on the same terms or conditions that the Customer would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- iii. Ensure that records, in part or in total, that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Versaterm does not transfer the records to the Customer.
- iv. Upon completion (or earlier termination) of the Agreement, transfer, at no cost, to the Customer all public records in possession of Versaterm or keep and maintain the public records in compliance with Chapter 119. If Versaterm transfers all public records to the Customer upon completion (or earlier termination) of the Agreement, Versaterm shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If XXXX keeps and maintains public records upon completion (or earlier termination) of the Agreement, Lexipol shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon the Customer's request in a format that is compatible with the information technology systems of the Customer. With regard to such public record requirements and/or this paragraph, the Agreement shall be deemed to allow for unilateral termination by the Agency for any refusal by Versaterm (or those engaged in performance of the Agreement) to allow public access to all documents, papers, letters, or other material made or received by Versaterm (or those engaged in performance of the Agreement) in conjunction with the Agreement, unless the records are exempt from public record requirements.

**IF VERSATERM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEXIPOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, AND EMAIL ADDRESS OF COTPURCHASINGPRR@TAMPAGOV.NET AND MAILING ADDRESS OF TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 EAST JACKSON STREET TAMPA, FL 33602.**

**2.6 Ethics Code.** Versaterm shall comply with all applicable governmental laws, rules and regulations including the City of Tampa's Ethics Code, which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522). Moreover, XXXX acknowledges and understands that the Ethics Code prohibits any Customer/City ("City") officer or employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. XXXX shall ensure that no City officer or employee receives any such benefit or interest as a result of the Agreement (City of

Tampa Code, Chapter 2, Article VIII.- Section 2-514(d)).

**2.7 Public Entity Crime.** Pursuant to section 287.133, Florida Statutes a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in FLA. STAT. § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Versaterm certifies that it has not been placed on the convicted vendor list.

**2.8 Cloud Hosting Policy.** Versaterm has reviewed and agrees that it will follow all of the Customer's Cloud Hosting Policies.

**EXHIBIT 3**

**Additional Federal Provisions.**

## **EXHIBIT 3**

### **ADDITIONAL FEDERAL PROVISIONS**

This contract is intended to be funds directly or reimbursable through a federal grant award. As such, the Versaterm, herein "Contractor", is subject federal provisions concerning contracts. Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and Customer, herein "City", and Contractor hereby agree to the following additional terms and conditions. The Parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions. These are general terms and are only applicable to contracts where required under the federal provision.

#### **I. General Provisions**

A. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing,

or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

- B. Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal

Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

C. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation of the Clean Air Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

D. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
  3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
- E. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of local, state, or federal conflict of interest laws, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
- F. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.
- G. **Procurement of recovered materials.**
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
    - b. Meeting Contract performance requirements; or
    - c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**H. Access to Records.**

1. The Contractor agrees to provide the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

**I. Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**J. Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

**K. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion

of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

- L. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- M. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- N. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- O. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
  - 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - 3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held

by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**P. Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the Contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Q. Prohibition on Contracting for Covered Telecommunications Equipment and Services.**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
  - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;  
or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 3. Exceptions.

a. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

- (1) Covered telecommunications equipment or services that:
  - (a) Are *not used* as a substantial or essential component of any system;  
and
  - (b) Are *not used* as critical technology of any system.
- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### 4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical

technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

R. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

- S. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**EXHIBIT 4**

**Statement of Work (SOW)**

## EXHIBIT 4

### Statement of Work (SOW)

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# 1 Overview

This document is the Statement of Work defining the principal tasks, activities and responsibilities of the parties involved in the implementation of Versaterm's CommunityReport (CR) product.

This Project is a collaboration between the Parties, Tampa Police Department, hereafter "TPD" and Versaterm Public Safety (VPS), hereafter "Versaterm", and is contingent upon both entities fulfilling their respective responsibilities as defined in the Agreement and this Statement of Work.

## 1.1 Project Summary and Objectives

This project will implement Versaterm's CommunityReport (CR) Online Reporting, for the Tampa Police Department.

### **The project objectives include:**

- Versaterm will work with the TPD to configure and implement Versaterm's CommunityReport (CR) product which provides an automated community engagement solution for citizens to complete initial reports for designated non-emergency calls. The CommunityReport product allows reporting parties to complete system guided reports online. This solution streamlines police operations by freeing up officer time previously required to respond and take those reports. The reports received by CommunityReport are guided by artificial intelligence conversational interviews designed to complete thorough reports that meet Federal National Incident-Based Reporting System (NIBRS) and State requirements in the United States and Canadian Centre for Justice Statistics (CCJS)/Uniform Crime Reporting (UCR) requirements in Canada.

# 2 Roles and Responsibilities

## 2.1 Project Management Overview

The TPD and Versaterm shall each appoint a Project Manager for the Project with the experience, knowledge and authority to make decisions and carry out the tasks in the Project Implementation Schedule and this Statement of Work. The Project Managers will be the primary points of contact between the Parties during the Project. The project will be managed and supported remotely.

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

## 2.2 Project Management Tools

The following project artifacts will be maintained on the VPS hosted Microsoft Teams project site:

Project Activation Playbook (an excel workbook with the below designated sections to guide the project implementation)

- |  |   |
|--|---|
| a) Project Timeline                              | f) Guardrails (Agency designated rules and limitations for automated reports) |
| b) Project Member Contact Information            | g) Agency Configuration Acceptance Checklist                                  |
| c) Task List                                     | h) Issues List (to track Pre-Live and Close Support Tickets)                  |
| d) Site Configuration options list               | i) Training Plan  |
| e) List of Standard CommunityReport Report Types | j) Go-Live Checklist  |

VPS shall give the TPD project team access to the above via an TPD/project specific Teams collaboration project site.

## 2.3 Versaterm Project Manager

Project management services are a large part of what Versaterm provides and occurs throughout the Project as part of every task. The Versaterm Project Manager is responsible for, but not limited to, the following:

### 2.3.1 Planning and Execution

- Maintain Project Activation Playbook on the Teams project site (the Activation Playbook will be drafted by the Versaterm PM and posted. The TPD team will have collaborative access to it thereafter)
- Ensure Versaterm tasks are executed on time

### 2.3.2 Communications

- Update the Playbook (Excel Workbook) identifying overall project status, outstanding issues, risks, action items and upcoming events

- Conduct, or participate in, regular conference calls (frequency of meetings will be based on the stage of the project and agency need) to discuss project status updates, open issues, and identified risks
- Work with TPD Project Manager and staff to resolve identified issues and mitigate project risks identified as requiring action

### *2.3.3 Resource Management*

- Manage internal Versaterm resources and efforts (technical tasks, implementation tasks, support during the Activation, Testing and Training phases)
- Communicate with TPD resources regarding work effort in coordination with the TPD Project Manager

### *2.3.4 Implementation Management*

- Guide and assist the combined project teams during Initiation, Activation, Training, Testing and Go-Live
- Provide and coordinate support during cutover and through the Close Support period

### *2.3.5 Project Contract Management*

- Prepare project Change Orders as required
- Oversee invoice preparation

## **2.4 TPD Project Manager**

The TPD's Project Manager is responsible for overseeing the implementation of the Project on the TPD's sites. The TPD's Project Manager is responsible for, but not limited to, the following:

- Maintaining regular communications with the Versaterm Project Manager
- Managing the efforts of the TPD's staff
- Ensuring TPD tasks are handled on time as per the agreed to Project schedule and Activation Playbook
- Coordinating TPD activities with the Versaterm Project Manager
- Tracking and resolving outstanding TPD issues and action items for Project Activation Playbook in a timely manner
- Requesting, discussing, and reviewing Change Orders prepared by the Versaterm Project Manager
- Coordinating approval and execution of Change Orders as needed

## 2.5 Key Project Resources Roles and Responsibilities

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

### 2.5.1 Versaterm Responsibilities

Versaterm's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team will have the expertise to carry out the assigned Project tasks and responsibilities. As the Versaterm Project Team members will not be 100% dedicated to this project, Versaterm is also responsible for ensuring that the team members have ample time to fulfill their responsibilities according to the Project Implementation Schedule.

### 2.5.2 Versaterm Project Team

The Versaterm Project Team will consist of a Project Manager / Implementation Specialist, and a Technical Lead.

The **Versaterm Project Manager / Implementation Specialist** is responsible for delivering the Configuration workshops to the TPD Project Team, assisting the TPD in configuring CommunityReport, reviewing business re-engineering options and coordinating the work of any VPS support staff.

### 2.5.3 TPD Responsibilities

The TPD's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team members should have the expertise to carry out the assigned Project tasks and responsibilities as indicated in this Statement of Work. The TPD must ensure that TPD personnel have ample time, resources, and expertise to carry out their assigned Project tasks and responsibilities. The TPD must have the authority or access to someone who can make decisions (in a timely manner).

The TPD is responsible to establish/allow access to the CR Cloud hosted environment from PD workstations with approved Browsers.

### 2.5.4 TPD Project Team

The TPD will provide a Project Team consisting of, but not limited to, the following roles, which may change based on project need (a single person may be assigned multiple roles):

- Project Manager (with decision making authority)
- Technical Lead
- System Administrator

- GIS Specialist
- Operational Specialist (Detectives/Officers)
- Records Specialist
- Call Center Specialist/Front Desk Staff

## 2.6 Change Orders

All changes to the project scope or that have a financial impact will be mutually agreed upon and, if required, documented via the mutually agreed upon Change Order Process.

## 3 Statement of Work Tasks

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

The precursors, start dates and durations, and responsible resources for each task are tracked in the Project Implementation Schedule Statement of Work tasks outlined below and the tasks in the Project Implementation Schedule may not always start and complete in a sequential manner.

All tasks in this section are to be done within the timeline as specified in the approved project plan and in accordance with the agreed upon scope of the Contract.

### 3.1 Planning Phase- Task1

#### Task #1.2 Execute Contract (Timeline Milestone #1)

The Project will officially start upon the Effective Date of the Agreement.

Leading up to this task, the TPD and Versaterm Project Managers will have coordinated and completed all Scoping and Contract Negotiation efforts and have agreed in principle on the updated framework of the Contract and implementation timeline for the project.

### 3.2 Project Initiation Phase- Task 2

#### Task #2.1 initiate project

In this task, the TPD and Versaterm Project Managers will hold a meeting to initiate the project. The Project Managers will establish the Project Activation Playbook which will include a Communication Plan.

### *Versaterm Responsibilities*

- Schedule the meetings to initiate the project with the TPD Project Manager.
- Collaborate with the TPD's Project Manager to review the Project Activation Playbook.
- Collaborate with the TPD's Project Manager to establish and confirm the Communication Plan.
- Identify to the TPD the recommended Versaterm CR tables that can be initially loaded with local values (for the purposes of the Configuration Workshops), such as but not limited to: Officer ID numbers, user accounts and offense codes.
- Adjust and finalize the CR Project Implementation Schedule.

### *TPD Responsibilities*

- Coordinate the meeting to initiate the project with the Versaterm Project Manager.
- Collaborate with the Versaterm Project Manager to establish and confirm the Communication Plan.
- Assign resources to provide information to load the Versaterm CR tables.
- Provide Versaterm with local values for initial loading into the Versaterm CR tables.
- Review and finalize the CR Project Implementation Schedule
- Identify and verify TPD resources are available.

## **Task #2.2 Project Kickoff Meeting (Timeline Milestone #2)**

TPD and Versaterm Project Managers will collaborate to develop the agenda and materials for a Project Kick-off meeting to introduce the project to TPD Project Team and key stakeholders. This meeting will include a high-level presentation covering the following topics:

- Overall project scope
- TPD and Versaterm Project Team introduction
- TPD and Versaterm Project Team requirements, roles, and assignments
- Project Implementation Schedule
- System implementation approach options

### *Versaterm Responsibilities*

- Work with the TPD to develop the Kickoff Presentation.
- Coordinate/conduct the Project Kickoff meeting.

### *TPD Responsibilities*

- Provide location and logistical support for Project Kickoff meeting.
- Invite Project Team and other key stakeholders to attend meeting.
- Coordinate/participate in the Project Kickoff presentation.

## 3.3 Activation Phase-TASK 3

The purpose of the Activation Phase is to build and configure the System. Versaterm will setup and configure an internal CR Test environment, in accordance with the agreed to Project Schedule. The resulting deliverable will provide a platform for the TPD's Onboarding team to access for Testing and Acceptance. Subscription begins when the client's CommunityReport cloud tenant is initially stood up.

### Task #3.1 Setup/Configuration of CR TPD Environment

CommunityReport is fully integrated into the vRMS enabling a much smoother workflow for online reporting. Reports are approved in CommunityReport and then flow into the vRMS for assignment and follow-up. CommunityReport Investigative conversations can be adjusted to fit the agency's reporting and investigative needs. Any required modifications and customizations will be evaluated to determine if they fall into a standard / included category or if they are non-standard and complex, they may require additional scope and/or cost. The Activation Phase (configuration activities) is a collaborative and iterative effort between both parties, the prepare the TPD's environment for Testing and Training.

### *Versaterm Responsibilities*

- Create a new TPD site within the CR TEST environment
- Load initial values into the Versaterm CR tables using data provided by the TPD
- Configure the application for TPD
- Setup and configure customer integration to the vRMS TEST environment
- Provide requirements to the TPD for connectivity to the Versaterm CS
- Provide application connectivity instructions and URLs

### *TPD Responsibilities*

- Assist Versaterm as needed

- Provide GIS shapefiles and map packages as required to create the Master Street Index file configuration
- Work with Versaterm to identify the initial tables to be loaded such as User Identification Numbers, Offense Codes, and other codes from the TPD's MRE Extract Files
- Create user accounts required by the City's Implementation Team to access the CommunityReport application

### Task #3.2 Review and Finalize CR activation

(Timeline Milestone 3/Year 1 Subscription- Payment Due)

Driven by the discussions and decisions made during configuration, the Versaterm team will remotely demonstrate/review the configured CR Software with the TPD implementation team in the TPD CommunityReport TEST environment.

#### *Versaterm Responsibilities*

- Finalize the configuration of the Versaterm CR Software
- Perform Server and Connectivity Testing
- Ensure CR Access for Project Team
- Populate/Update core CR tables
- Configure/Review Workflow and test scenarios
- Configure/Review CommunityReport Standard Reports
- Configure/Review Security

#### *TPD Responsibilities*

- Work with Versaterm to finalize the setup of the system environment (test and confirm that the TPD users can access the System)
- Review the configuration of the Versaterm CR Software
- Perform Server and Connectivity Testing
- Confirm CR Access for Project Team
- Confirm core CR tables have been populated/updated
- Confirm Workflow and test scenarios
- Confirm CommunityReport Standard Reports
- Confirm Security

## 3.4 Training Phase-TASK 4

The CommunityReport Administrator Training and the Train the Trainer sessions intend to train a CommunityReport subject matter expert at the agency and others who will be conducting testing and user training. The agency CommunityReport subject matter expert would be the agency administrator of the system and would be responsible for maintaining the system and will have access to the configuration area of the program. The Trainers would be responsible for ongoing training for personnel that would be utilizing the system (e.g. approving reports submitted by the citizens in CR), to include new users and ongoing training to keep the users up to date with updates and best practices. The agency CommunityReport administrator and Trainers should be able to explain and train all other agency users and staff.

### Task #4.1 Conduct AdMinistrator/Trainer Training (Timeline Milestone #4)

The details below cover the main topics that should be covered during the training process. Administrator(s) will get the complete training and the Trainers will get the training designated for them. These training presentations can be found in the agency activation SharePoint folder.

#### *Versaterm Responsibilities*

- Provide CommunityReport standard Training presentation and demonstration materials
- Conduct the Administrator Training Session
- Conduct the Train the Trainer (Users) Training Session

#### *TPD Responsibilities*

- Coordinate the location and scheduling of the Training Sessions for TPD's CommunityReport core team
- Reproduce and provide the required Training to participants
- Ensure that the designated participants attend the scheduled applicable Training Session(s)

## 3.5 Testing Phase-TASK 5

The purpose of Agency Configuration Acceptance Testing is to verify that the fully configured System, including the workflows and business processes such as data entry, reports, notifications, tasks, etc. meet the functional requirements described in the Agreement and system documentation and to confirm a go-live date.

## Task #5.1 Agency Configuration Acceptance Testing

The Agency Configuration Acceptance Testing occurs after the Configuration Phase and Administrator/Trainer Training Phase of the implementation. The Agency Configuration Acceptance Test plan/checklist (contained in the Project Activation Playbook) provides details regarding the strategy, status, acceptance, problem tracking (and remedies), and completion criteria.

### *Versaterm Responsibilities*

- Prepare the Agency Configuration Acceptance Testing plan/checklist
- Provide support to the TPD as it conducts the Agency Configuration Acceptance Testing
- Review, verify, and correct all defects classified as CRITICAL/MAJOR required for Production use of the system reported by the TPD

### *TPD Responsibilities*

- Execute the tasks detailed in the Agency Configuration Acceptance Test plan/checklist
- Confirm configurations match specifications as detailed in the Activation Playbook
- Report all defects to Versaterm
- Notify Versaterm in writing (email) when Agency Configuration Acceptance Testing is completed

## Task #5.2 Declare System Ready for Use (Timeline Deliverable/Milestone #5- Services Payment due)

This task signifies that Versaterm has delivered all required software, Administrator/Trainer training, Agency Configuration Acceptance Testing, and remedied all errors that are critical for the TPD to launch a public facing Live CR system.

### *Versaterm Responsibilities*

- Issue written (email) notice to the TPD that the System is Ready for Public Live
- Correct any defects mutually identified by the TPD and Versaterm as having to be corrected prior to the System being launched as Public Live

### *TPD Responsibilities*

- Within five (5) Business Days after receiving Versaterm's "Ready for Public Live" notification, review the System's status and outstanding issues list and mutually

identify with Versaterm any defects that must be corrected prior to turning the system on for the public (live activation).

- Issue a written (Email) notice to Versaterm that the TPD has verified and accepted the configuration as ready for the Public Live launch.

## 3.6 Production Cutover Phase -TASK 6

### Task #6.1 Production Use

- Versaterm will assist and support the TPD in placing the System into Production Use/Public Live

#### *Versaterm Responsibilities*

- Collaborate with the TPD to determine the date and time of the System cutover for Production Use/Public Live
- Provide sufficient resources at least one (1) full Calendar Day prior to System cutover to assist the TPD's Project Team in preparing
- Point CommunityReport to TPD's production (Live) RMS, complete minimally evasive live testing
- Assist the TPD in placing the system into a Production Use/Public Live status
- Monitor the initial operation of the System and answer any operational questions raised by the TPD

#### *TPD Responsibilities*

- Collaborate with Versaterm to determine the System Cutover date and time
- TPD IT coordination with Versaterm for CommunityReport integration with production RMS
- TPD website links, application links, and landing page information updated to new links and processes
- Live activation of CommunityReport will delete all test data from CommunityReport
- Coordination with Call / Dispatch Center(s)
- PIO update/Public announcement
- TPD Command Staff notified
- Ensure staff is trained, available and ready to immediately keep up with workflow
- Provide trained personnel to be the first line of Support to help with questions and training follow-up as needed

## 3.7 Production LIVE/Support Period-TASK 7

### Task #7.1 Standard support Begins

This task signifies that the system is in production use and standard support begins.

#### *Versaterm Responsibilities*

- Provide remote support as outlined in Annual Subscription Support Terms.

#### *TPD Responsibilities*

- Field and triage any reported issues and relay to Versaterm as appropriate.

