July 17, 2025

CALL AND NOTICE OF A REGULAR MEETING
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, July 21, 2025, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

Terri Williams

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of July 21, 2025

9.00 A.M.

The public comment period is the opportunity for members of the public to address the Commission on agenda items and on Airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.

▼ ▼ ▼

Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

- ***Turn off cellular telephones and pagers.***
- ***Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.***
- ***If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.***
- ***Confine remarks to agenda items or to Airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.***
- ***Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.***

▼ ▼ ▼

The following activities are prohibited:

- ***Allocation of speaker time to another person.***
- ***Video presentations requiring use of Authority equipment.***

▼ ▼ ▼

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.

▼ ▼ ▼

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

A G E N D A

Monday, July 21, 2025

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)

5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

   a. Committee Minutes
   (For Note and File)

      1) Executive Committee ***[See page 1]***

         (i) June 9, 2025

      2) Operations and Development Committee ***[See page 3]***

         (i) May 19, 2025

      3) Finance and Administration Committee ***[See page 6]***

         (i) June 2, 2025

      4) Legal, Government and Environmental Affairs Committee ***[See page 8]***

         (i) May 5, 2025

   b. Commission Minutes

      1) June 16, 2025 ***[See page 10]***

   c. Treasurer's Reports

      1) April 2025 ***[See page 15]***

      2) March 2025 ***[See page 44]***

   d. Woodward & Associates Professional Services Agreement Replacement Passenger Terminal Project ***[See page 76]***

6. ITEMS FOR COMMISSION APPROVAL

   a. Election of Officers ***[See page 84]***

   b. Committee Assignments

   c. Replacement Passenger Terminal Program Manager ***[See page 85]***
      Jacobs Project Management Company
      Task Order Authorization

   d. Professional Services Agreement Conway Consulting ***[See page 93]***

   e. Award of Contract – Airport Communication Center ***[See page 95]***
      Computer Aided Dispatch Services

   f. Award of Professional Services Agreement ***[See page 98]***
      Airport Marketing Consultant Services

7. ITEMS FOR COMMISSION INFORMATION

   a. Airport Academy Class of 2025

   b. Replacement Passenger Terminal Project – Construction Update

8. CLOSED SESSION

   a. THREAT TO PUBLIC SERVICES OR FACILITIES
      (California Government Code Section 54957(a))
      Consultation with Director of Public Safety

9. ITEMS PULLED FOR DISCUSSION

10. EXECUTIVE DIRECTOR COMMENTS

11. COMMISSIONER COMMENTS
    (Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)

12. PUBLIC COMMENT

13. ADJOURNMENT

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

a. COMMITTEE MINUTES. A copy of the approved minutes of the Executive Committee regular meeting of June 9, 2025; a copy of the approved minutes of the Operations and Development Committee meeting of May 19, 2025; a copy of the approved minutes of the Finance and Administration Committee special meeting of June 2, 2025, and a copy of approved minutes of the May 5, 2025 meeting of the Legal, Government and Environmental Affairs Committee are included in the agenda packet for information purposes.

b. COMMISSION MINUTES. A draft copy of the June 16, 2025, Commission minutes are included in the agenda packet for review and approval.

c. TREASURER'S REPORTS. The Treasurer's Reports for April 2025 and March 2025 are included in the agenda packet. At its meeting on June 16, 2025, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file these reports.

d. WOODWARD & ASSOCIATES PROFESSIONAL SERVICES AGREEMENT – REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. At its meeting on July 2, 2025, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Professional Services Agreement with Woodward & Associates for continued outreach and support services working with the Federal Aviation Administration for financial assistance towards completion of the Replacement Passenger Terminal Project.

6. ITEMS FOR COMMISSION APPROVAL

a. ELECTION OF OFFICERS. A staff report is included in the agenda packet. The joint powers agreement requires the Commission to elect or re-elect a President, a Vice President, and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer, and Auditor at the first July meeting. Staff recommends that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer, and Auditor.

b. COMMITTEE ASSIGNMENTS. No staff report attached. This item is included in the agenda to provide the Commission President the opportunity to make any standing or ad hoc committee appointments that he or she may wish to make.

c. REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER – JACOBS PROJECT MANAGEMENT COMPANY - TASK ORDER AUTHORIZATION. A staff report is included in the agenda packet. At its meeting on July 2, 2025, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission authorize Task Order #5 in the amount of $13,765,895 with Jacobs Project Management Co., for Replacement Passenger Terminal Project program management services.

d. PROFESSIONAL SERVICES AGREEMENT – CONWAY CONSULTING, LTD. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Professional Services Agreement with Conway Consulting, Ltd. for an amount not-to-exceed $150,000 to provide continued support services to the Replacement Passenger Terminal Project and other related Airport projects.

e. AWARD OF CONTRACT – AIRPORT COMMUNICATION CENTER COMPUTER AIDED DISPATCH SERVICES. A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Shared Services Agreement with Versaterm, Inc. for Computer Aided Dispatch ("CAD") services in the amount of $274,485. On February 18, 2025, Staff provided a briefing to the Committee for a proposed acquisition of a CAD system to support the operations of the Airport Communications Center. In conjunction with this proposed project, on May 19, 2025, the Commission approved a revised Law Enforcement Cooperative Agreement with the City of Burbank to continue mutual aid between the Airport Police Department and the Burbank Police Department, a copy of which is attached.

f. AWARD OF PROFESSIONAL SERVICES AGREEMENT – AIRPORT MARKETING CONSULTANT SERVICES. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award a Professional Services Agreement to Anyone Collective, LLC for airport marketing consulting services, including website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services, as detailed below, are for a not-to-exceed amount of $995,000 inclusive of media purchases and a task order-based program for airline, destination and Replacement Passenger Terminal marketing.

7. ITEMS FOR COMMISSION INFORMATION

a. AIRPORT ACADEMY CLASS OF 2025. No staff report attached. Staff will present a recap of this year's "Airport Academy." High school students from Burbank, Glendale and Pasadena were introduced to jobs and careers in the airport and aviation industries. Along with onsite visits, students heard from guest speakers including Staff members and representatives from local colleges, TSA, and partner airlines.

b. REPLACEMENT PASSENGER TERMINAL PROJECT CONSTRUCTION UPDATE. No staff report attached. An updated video will be shown.

**MINUTES OF THE SPECIAL MEETING OF THE
EXECUTIVE COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 9, 2025

A special meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:05 a.m., by Commissioner Najarian.

1. ROLL CALL

Present:	Commissioners Talamantes, Najarian and Hampton (via teleconference)
Absent	None
Also Present:	Staff: John Hatanaka, Executive Director Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development Perry Martin, Sr. Program Manager, Jacobs Project Management Co.

2. Approval of Agenda

Motion	Commissioner Talamantes moved approval of the agenda, seconded by Commissioner Talamantes.
Motion Approved	The motion was approved (3–0).

3. Public Comment — There were no public comments.

4. Approval of Minutes

a. May 7, 2025	A draft copy of the Committee meeting minutes of the May 7, 2025, meeting was included in the agenda packet for review and approval.
Motion	Commissioner Hampton moved approval of the Committee minutes; seconded by Commissioner Talamantes.
Motion Approved	There being no objections, the motion was approved (3–0).

5. Items for Information

a. Approval of Aid-In-Construction Payment Deposit - Replacement Passenger Terminal Project	Staff sought a recommendation from the Executive Committee to the Commission to approve an Aid-In-Construction deposit request from the City of Burbank for continued Phase 3 engineering of a community substation permanent power

	solution in the amount of $225,000.
Motion	Commissioner Hampton moved approval; seconded by Commissioner Talamantes.
Motion Approved	There being no objections, the motion was approved (3–0).
b. Memorandum of Agreement Checked Baggage Inspection System Equipment - Replacement Passenger Terminal Project	Staff sought an Executive Committee recommendation to the Commission to ratify the Executive Director's execution of a Memorandum of Agreement ("Agreement"), with the Transportation Security Administration for a new in-line Checked Baggage Inspection System ("CBIS") at the Replacement Passenger Terminal. The Agreement defines each party's responsibilities to ensure the timely procurement, delivery and installation of the CBIS.
Motion	Commissioner Talamantes moved approval; seconded by Commissioner Hampton.
Motion Approved	There being no objections, the motion was approved (3–0).
6. Items for Information	
a. Replacement Passenger Terminal Project Construction Update	Jacobs Project Management provided a construction update and the latest progress video.
b. Committee Pending Items	Staff informed the Committee of future pending items that will come to the Committee for review.
7. Adjournment	There being no further business, the meeting was adjourned at 9:30 a.m.

**MINUTES OF THE REGULAR MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, MAY 19, 2025

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:	Commissioners Hampton, Talamantes and Asatryan
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development; Lewis Pianka, Airport Fire Chief

2. Approval of Agenda

Motion	Commissioner Asatryan moved approval of the agenda; seconded by Commissioner Talamantes.
Motion Approved	The agenda was approved (3-0).

3. Public Comment — There were no public comments.

4. Approval of Minutes

a. May 5, 2025	The agenda packet included a draft copy of the May 5, 2025, Committee meeting minutes for review and approval.
Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Asatryan.
Motion Approved	There being no objection, the motion was approved (3-0).

5. Items for Approval

a. City of Los Angeles Fire Protection, Specialized Rescue and Emergency Medical Services Automated Aid Agreement	Staff sought an Operations and Development Committee recommendation to the Commission to approve a Memorandum of Agreement ("MOA") with the City of Los Angeles for automatic aid and exchange of fire protection, specialized rescue and emergency medical services. This MOA identifies the key terms of mutual aid for the Los Angeles City Fire Department and the Hollywood Burbank Airport Fire Department to coordinate with each other for fire and emergency medical service response protocols for on and off-airport incidents.
Motion	Commissioner Asatryan moved approval of the recommendation; seconded by Commissioner Talamantes.
Motion Approved	There being no objection, the motion was approved (3-0).
b. Award of Professional Services Agreement -Taxiway A and C Extension Design Services	In anticipation of the existing passenger terminal demolition that will begin upon the opening of the Replacement Passenger Terminal, Staff sought an Operations and Development Committee recommendation to the Commission to award HNTB Corporation a Professional Services Agreement in the amount of $3,345,260 for Taxiways A and C extension project design services. These services are anticipated to be a multi-year effort.
Motion	Commissioner Talamantes moved approval of the recommendation; seconded by Commissioner Asatryan.
Motion Approved	There being no objection, the motion was approved (3-0).
c. Authorization to Issue Purchase Order - Acquisition of Backup Emergency Generator	Staff sought a recommendation from the Operations and Development Committee to the Commission to authorize Staff to issue a purchase order in the amount of $88,618.82 to Multiquip Inc. for the purchase of an emergency backup generator for the Emergency Operations Center located in Building 3.
Motion	Commissioner Talamantes moved approval of the motion; seconded by Commissioner Asatryan.
Motion Approved	There being no objection, the motion was approved (3-0).

6. Items for Information

a. Committee Pending Items

Staff informed the Committee of future pending items that will come to the Committee for review.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:57 a.m.

**MINUTES OF THE REGULAR MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 2, 2025

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:16 a.m., by Commissioner Wilson.

1. **ROLL CALL**

Present:	Commissioners Wilson, Ovrom and Quintero
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director, Business Development
	Mr. Geoff Wheeler, Ricondo & Associates

2. **Staff Announcement: AB 23** — The Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided $200.

3. **Approval of Agenda** — The agenda was approved as presented.

Motion	Commissioner Quintero moved approval; seconded by Commissioner Ovrom.
Motion Approved	The motion was approved (3–0).

4. **Public Comment** — There were no public comments.

5. **Approval of Minutes**

a. May 27, 2025	A draft copy of the minutes of the special meeting of May 27, 2025, was included in the agenda packet for review.
b. May 19, 2025	A draft copy of the minutes of the regular meeting of May 19, 2025, was included in the agenda packet for review.
Motion	Commissioner Ovrom moved approval; seconded by Commissioner Quintero.
Motion Approved	The minutes were unanimously approved (3–0).

6. Items for Approval

a. Transportation Security Administration Terminal Space Lease

Staff presented to the Committee, for approval, a proposed Terminal Space Lease ("Lease") with the General Services Administration ,on behalf of the Transportation Security Administration, for 3,500 square feet of exclusive use space for a period of one year.

The Lease will be subject to early termination upon closure of the existing passenger terminal when the Replacement Passenger Terminal opens.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was unanimously approved (3–0).

7. Items for Discussion

a. Replacement Passenger Terminal Financing Report of the Airport Consultant Update

Staff introduced Mr. Geoff Wheeler of Ricondo & Associates, who updated the Committee on the Feasibility Report for the anticipated issuance of completion bonds later this calendar year.

8. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

9. Adjournment

The meeting was adjourned at 11:42 a.m.

**MINUTES OF THE REGULAR MEETING OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, MAY 5, 2025

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Gabel-Luddy.

1. **ROLL CALL**

Present:	Commissioners Gabel-Luddy and Najarian
Absent:	Commissioner Gordo
Also Present:	Staff: Kathy David, Senior Deputy Executive Director, Greg Rabinovitz, Chief of Staff; Neil Gallucci, Airport Deputy Chief of Police

2. **Approval of Agenda**

Motion	Commissioner Najarian moved approval of the agenda; seconded by Commissioner Gabel-Luddy.
Motion Approved	The motion was unanimously approved (2–0, 1 absent).

3. **Public Comment** — There were no public comments.

4. **Approval of Minutes**

a. April 7, 2025 **b. April 21, 2025**	A draft copy of the Committee meeting minutes from April 7, 2025, and April 21, 2025, were included in the agenda packet for review and approval.
Motion	Commissioner Najarian moved approval of the Committee meeting minutes, seconded by Commissioner Gabel-Luddy.
Motion Approved	The motion was approved (2–0, 1 absent).

5. **Items for Approval**

a. Law Enforcement Cooperative Agreement – City of Burbank	Staff sought a Legal, Government and Environmental Affairs Committee recommendation to the Commission that it approve a revised Law Enforcement Cooperative Agreement with the City of Burbank as approved by the Burbank City Council on April 22, 2025. The Burbank Police Department ("BPD") and the Burbank-Glendale-Pasadena Airport Authority Police Department ("Airport

	Police") share law enforcement jurisdiction at the Airport. The purpose of this mutual aid agreement is to set forth guidelines and responsibilities of the parties as they support each other.
Motion	Commissioner Najarian moved approval of the recommendation; seconded by Commissioner Gabel-Luddy.
Motion Approved	The motion was approved (2–0, 1 absent).

6. Items for Information

a. Committee Pending Items	Staff informed the Committee of future pending items that will come to the Committee for review.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:50 a.m.

MINUTES OF THE REGULAR MEETING OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

MONDAY, JUNE 16, 2025

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:05 a.m., by President Najarian.

1. ROLL CALL

Present:	Commissioners Najarian, Talamantes, Hampton, Quintero, Ovrom, Asatryan, Lyon, Wilson, Gabel-Luddy
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director; Scott Kimball, Deputy, Executive Director, Business Development; Patrick Lammerding, Deputy Executive Director, Planning and Development
2. PLEDGE OF ALLEGIANCE	Commissioner Najarian led the Pledge of Allegiance.
3. APPROVAL OF AGENDA	The agenda was approved as presented.
Motion	Commissioner Quintero moved approval of the agenda; seconded by Commissioner Lyon.
Motion Approved	The motion was approved (9–0)
	AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Asatryan, Lyon, Wilson, Gabel-Luddy
	NOES: None
	ABSENT: None

4. PUBLIC COMMENT
(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.) None

At this point, Executive Director John Hatanaka made a statement that in compliance with the Brown Act, in regard to Item No. 5.c. Amendment No. 1 to Employment Agreement – Deputy Chief of Police, with the proposed Amendment the annual salary of Deputy Chief of Police will change to $247,000 and the Post Executive Certification Benefit will be $30,000.

5. CONSENT CALENDAR
(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. Committee Minutes (For Note and File)

1) Executive Committee

(i) May 7, 2025	Approved minutes of the May 7 2025, Executive Committee meeting were included in the agenda packet for information purposes.

2) Finance and Administration Committee

(i) May 27, 2025	Approved minutes of the May 27, 2025, Finance and Administration Committee meeting were included in the agenda packet for information purposes.
(ii) May 19, 2025	Approved minutes of the May 19, 2025, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes

1) June 2, 2025	A draft copy of the minutes of the Commission meeting of June 2, 2025, was included in the agenda packet for review and approval.
c. Amendment No. 1 to Employment Deputy Chief of Police	The amendment increases the annual base salary and increases the annual Peace Officer Standards Training ("POST") certification benefit. Effective July 1, 2025, the base salary will be $247,000, reflecting a 5% increase, and the POST Executive Certificate Level benefit will increase to $30,000. All other benefits remain the same.
d. Transportation Security Administration Terminal Space Lease	At its meeting on June 2, 2025, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Terminal

	Space Lease with the General Services Administration on behalf of the Transportation Security Administration for 3,500 square feet of exclusive use space for a period of one year.
e. Memorandum of Agreement – Replacement Passenger Terminal Project Checked Baggage Inspection System Equipment	At its special meeting on June 9, 2025, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve the ratification of the Executive Director's execution of a Memorandum of Agreement ("Agreement") with the Transportation Security Administration for a new in-line Checked Baggage Inspection System ("CBIS") at the Replacement Passenger Terminal. This Agreement defines each party's responsibilities to ensure the timely procurement, delivery and installation of the CBIS.
f. Approval of Aid-in-Construction Payment Deposit – Replacement Passenger Terminal Project	At its special meeting on June 9, 2025, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve an Aid-In-Construction ("AIC") deposit request, copy attached, from the City of Burbank for continued Phase 3 engineering of a community substation permanent power solution in the amount of $225,000.
Motion	Commissioner Asatryan moved approval of the Consent Calendar; seconded by Commissioner Hampton.
Motion Approved	The motion was approved (9–0).
	AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Asatryan, Lyon, Wilson, Gabel-Luddy
	NOES: None
	ABSENT: None

Staff addressed a question raised by Commissioner Wilson regarding the budget for Item No. 5.c.

6. ITEMS FOR COMMISSION APPROVAL

a. Waiver and License by Lessor to Secured Party for the Benefit of International Lease Finance Corporation

At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve a Waiver and License by Lessor to Secured Party Agreement to give International Lease Finance Corporation ("ILFC") access to certain physical assets of Avelo Airlines currently stored in Hangar 1A. This agreement is in support of a loan Avelo is seeking from ILFC.

Motion

Commissioner Hampton moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (9–0).

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Asatryan, Lyon, Wilson, Gabel-Luddy

NOES: None

ABSENT: None

7. ITEMS FOR COMMISSION DISCUSSION

a. Introduction to Airport Certification

Staff presented to the Commission an introduction of Federal Aviation Administration Airport Certification requirements codified under 14 Code of Federal Regulations Part 139.

b. Commissioning a Book on the History of Hollywood Burbank Airport

At the request of Commissioner Ovrom, the subject of pursuing the development and publication of a book regarding the history of Hollywood Burbank Airport was discussed by the Commission.

8. ITEMS FOR COMMISSION INFORMATION

a. Suspension of the Elevated Walkway Escalator Operations

Since the opening of the Elevated Walkway in 2012, the expense to operate and maintain the two escalators has increased significantly. Staff recommended transitioning away from the escalators on the elevated walkway for approximately 18 months due to safety and cost concerns. Staff will monitor the activity

	level and report back to the Commission if there is a need to restart the escalator.
b. Replacement Passenger Terminal Project Construction Update.	Staff presented an updated video showing the progress of the Replacement Passenger Terminal Project.

9. ITEMS PULLED FOR DISCUSSION

There were no items pulled for discussion.

10. EXECUTIVE DIRECTOR COMMENTS

The Executive Director informed the Commission that the Airport Police Department are currently monitoring any incidents of civil unrest.

11. COMMISSIONER COMMENTS (Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.)	Commissioner Talamantes shared that an F-104 Starfighter had been donated to the City of Burbank by Lockheed and is currently on view at Olive Park. Commissioner Najarian thanked the Commission in regard to his tenure as Commission President which ends in July.
12. PUBLIC COMMENT	There were no additional comments.
13. ADJOURNMENT	The meeting was adjourned at 11:10 a.m.

_____, President	_____, Secretary
Date	Date

July 21, 2025

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of April 2025, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton
Treasurer

Attachments

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

EXECUTIVE SUMMARY
MONTH AND TEN MONTHS ENDED APRIL 30, 2025

Introduction:

The Treasurer's Report includes the Authority's month-end summary of investments and investment activity, and the Schedule of Cash Receipts and Disbursements ("Schedule"), which represents the cash basis activity for the month and fiscal-year-to-date ("FYTD") compared to the allocation of the annual adopted budget. As this Schedule is on a cash basis, cash timing differences may contribute to budget variances. The purpose of this report is to provide monthly updates on how the Authority's cash transaction activities are tracking to the adopted budget, and to provide insight to the Authority's change in liquidity each month. In summary, FYTD April 2025 financial activity is tracking favorably to the budget with passenger activity exceeding budget assumptions.

Below are the most significant highlights of activities for the month and FYTD ended April 30, 2025.

Passenger Activity:

Passengers increased by 7.31% FYTD April when compared to the same period last year, and was favorable to the budget assumption by 8.76%. Overall financial performance FYTD April remains positive to budget.

Operating Activities:

1) Operating revenues exceed the FYTD budget by $3,878,310 on the cash basis and $6,579,953 on the full accrual basis.
2) Operating expenses are within budgeted parameters.
3) Net increase in cash from operating activities FYTD April is $20,042,046 and positive to budget by $8,502,132.

Non-RPT Facility Improvement Program:

1) Payments related to the Part 150 noise mitigation program and 4 budgeted vehicles (2 police & 2 admin) comprised the majority of April's non-RPT capital cash disbursements.
2) There were no federal grants or PFC drawdowns for non-RPT expenses in April.

RPT Activities:

1) Payments of $1,689,376 made in April, which primarily consists of Jacobs' (~$1.6M). No payments to HPTJV were made in April.
2) FAA grants and 2024 Bond draws for eligible RPT expenditures of $5,205,830 were received in April.
3) The majority of FYTD April expenditures are related to Holder Pankow JV, Jacobs and the City of Burbank Water and Power Aid-In-Construction payments for the community substation, totaling $307,333,732 or 99% of the total FYTD April RPT expenditures.
4) On a cash basis, expenditures are below budget due to the timing of when invoices are received and paid. Overall, the RPT project is on budget and on schedule.

Summary:

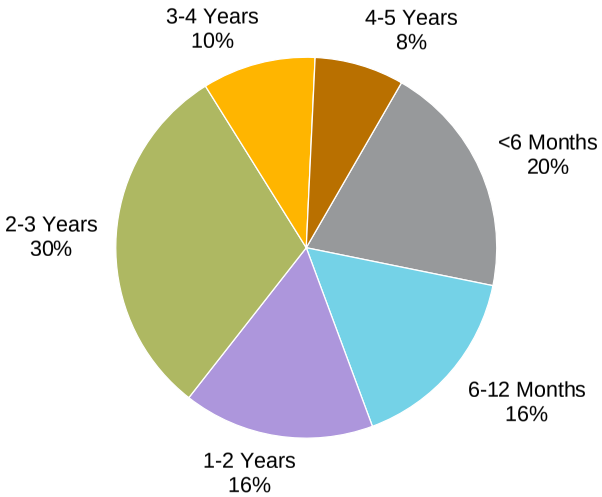
April 2025 activities resulted in net cash increases of $4,810,115 for the month and $31,388,474 FYTD April.

Operating Portfolio investment guidelines conformance

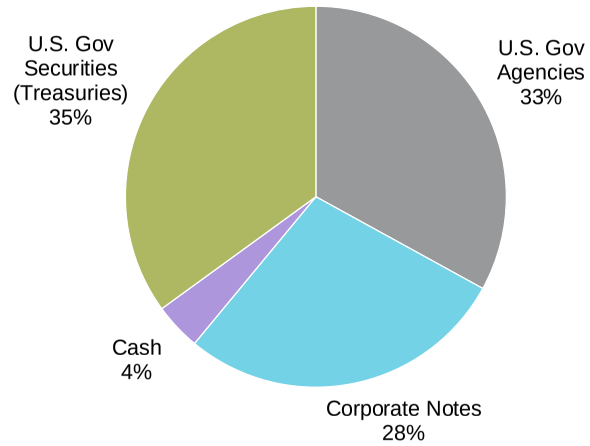
As of April 30, 2025

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	4.72 Years	70%	33%
Corporate Notes	5 Years	4.96 Years	30%	28%
LAIF	N/A	N/A	$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	4%
U.S. Gov Securities (Treasuries)	5 Years	3.92 Years	No limit	35%

Maturity distribution



Sector allocation



Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

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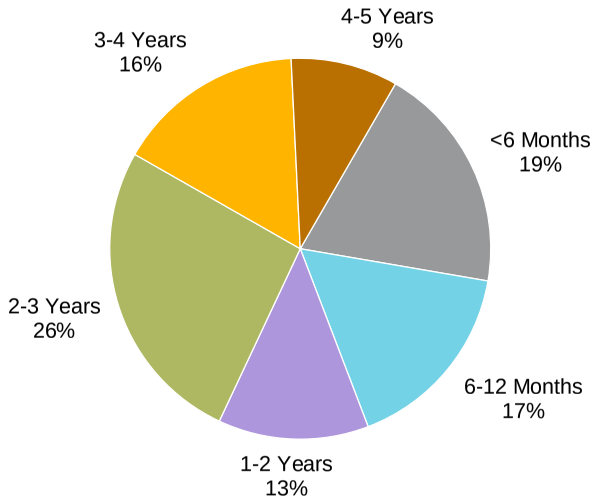
PFC Portfolio investment guidelines conformance

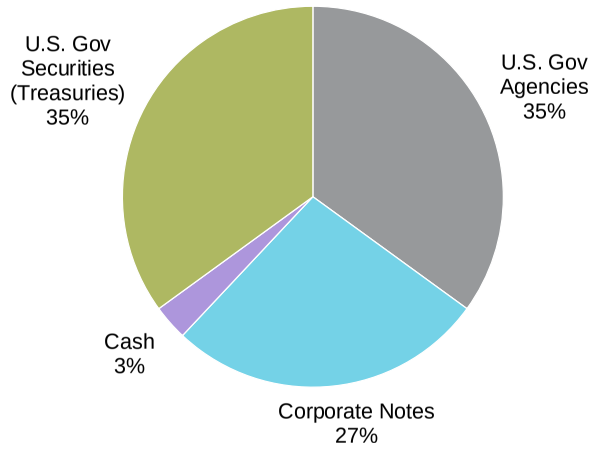
As of April 30, 2025

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	4.38 Years	70%	35%
Corporate Notes	5 Years	4.96 Years	30%	27%
LAIF	N/A	N/A	$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	3%
U.S. Gov Securities (Treasuries)	5 Years	3.51 Years	No limit	35%

Maturity distribution



Sector allocation



Source: Aladdin
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Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/30/25	Dreyfus Treasury	BAX9MM47	0.000	04/30/25	04/30/25	$ 10,133,719	$ 10,133,719	100.00	$ 10,133,719	$ -	4.30%	0	3.48%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	99.95	1,799,187	(2,148)	4.58%	13	0.62%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	99.96	1,399,422	(114,835)	4.42%	15	0.48%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	99.94	1,699,049	(52,838)	4.39%	20	0.58%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	99.71	1,994,124	37,242	4.58%	28	0.68%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	99.79	1,397,122	8,784	5.09%	46	0.48%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	10,000,000	9,874,566	99.32	9,932,422	57,856	4.29%	61	3.41%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	5,000,000	4,843,262	99.71	4,985,352	142,090	4.37%	76	1.71%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/25	2,650,000	2,621,626	99.95	2,648,563	26,937	5.92%	83	0.91%
09/10/24	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/25	2,550,000	2,594,449	101.18	2,580,016	(14,433)	4.59%	83	0.89%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/25	2,750,000	2,466,041	97.41	2,678,666	212,625	4.78%	96	0.92%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	99.64	1,992,849	(232,287)	4.73%	110	0.68%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	98.76	3,456,475	(36,875)	4.32%	117	1.19%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	99.59	1,369,329	8,627	4.87%	124	0.47%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,900,000	1,899,060	99.74	1,895,105	(3,955)	4.76%	131	0.65%
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	99.97	6,997,711	19,331	4.31%	153	2.40%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/25	2,425,000	2,481,308	100.61	2,439,796	(41,512)	5.71%	171	0.84%
03/31/25	US Bank NA	90331HPP2	4.510	10/22/27	10/22/25	2,600,000	2,597,087	100.05	2,601,221	4,134	4.70%	175	0.89%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	98.15	11,778,507	(70,473)	4.13%	191	4.05%
09/10/24	MetLife Inc	59156RBQ0	3.600	11/13/25	11/13/25	2,000,000	1,986,680	99.42	1,988,482	1,802	4.70%	197	0.68%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	99.37	1,772,735	(67,542)	4.46%	260	0.61%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	97.31	1,702,957	120,347	4.41%	273	0.58%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	97.16	9,716,406	643,242	3.99%	304	3.34%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	97.43	3,799,720	258,677	4.08%	309	1.31%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	97.50	1,925,628	(65,328)	4.49%	314	0.66%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	99.91	7,243,416	54,098	4.23%	317	2.49%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	99.40	1,490,963	20,651	4.42%	336	0.51%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	98.24	1,596,404	(75,897)	4.41%	366	0.55%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	97.40	973,954	(77,807)	3.85%	499	0.33%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/07/25	FHLB	3130AWTQ3	4.630	09/11/26	09/11/26	3,250,000	3,266,283	101.15	3,287,514	21,231	3.75%	499	1.13%
12/17/24	FHLB	3130A2VE3	3.000	09/11/26	09/11/26	4,950,000	4,845,450	99.00	4,900,405	54,955	3.76%	499	1.68%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	97.60	1,195,647	55,322	4.06%	503	0.41%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	97.83	1,076,159	63,719	3.94%	524	0.37%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	97.46	9,745,703	391,758	3.71%	564	3.35%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	98.23	982,308	37,488	4.11%	580	0.34%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,846	97.46	3,703,428	(207,418)	3.76%	590	1.27%
09/10/24	Bristol-Myers Squibb Co	110122EE4	4.900	02/22/27	02/22/27	2,000,000	2,045,640	101.61	2,032,236	(13,404)	3.97%	663	0.70%
03/17/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	600,000	599,436	100.63	603,785	4,349	3.64%	679	0.21%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	94.52	9,451,563	609,297	3.61%	700	3.25%
09/10/24	Comcast Corporation	20030NDK4	3.300	04/01/27	04/01/27	2,050,000	2,017,944	98.53	2,019,964	2,020	4.10%	701	0.69%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	96.22	2,044,656	81,184	3.95%	741	0.70%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	93.59	9,359,375	598,359	3.60%	791	3.21%
09/10/24	Honeywell International Inc	438516CX2	4.650	07/30/27	07/30/27	2,000,000	2,044,680	101.10	2,022,043	(22,637)	4.13%	821	0.69%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	97.79	2,053,681	6,034	3.87%	833	0.71%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	99.25	2,034,720	728	3.84%	837	0.70%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	99.51	1,542,350	(1,171)	3.97%	854	0.53%
09/10/24	FNMA	3135G05Y5	0.750	10/08/27	10/08/27	10,800,000	9,946,364	93.31	10,077,073	130,709	3.64%	891	3.46%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	97.40	2,045,446	85,052	4.07%	898	0.70%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	92.66	9,265,625	137,441	3.60%	914	3.18%
12/17/24	Treasury Note	91282CLX7	4.130	11/15/27	11/15/27	10,000,000	9,972,656	101.29	10,128,906	156,250	3.59%	929	3.48%
09/17/24	FHLB	3130ATUS4	4.250	12/10/27	12/10/27	9,055,000	9,143,342	101.52	9,192,204	48,862	3.64%	954	3.16%
01/22/25	PNC Bank NA	69353RFJ2	3.250	01/22/28	01/22/28	2,000,000	1,917,900	97.39	1,947,730	29,830	4.27%	997	0.67%
02/12/25	FFCB	3133ERZ46	4.250	01/28/28	01/28/28	7,100,000	7,065,127	101.61	7,214,002	148,875	3.63%	1003	2.48%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,150	99.24	992,371	(1,779)	3.89%	1024	0.34%
04/01/25	Florida Power & Light Company	341081GK7	5.050	04/01/28	04/01/28	1,200,000	1,224,312	102.63	1,231,593	7,281	4.08%	1067	0.42%
12/17/24	Treasury Note	91282CBZ3	1.250	04/30/28	04/30/28	10,000,000	9,070,313	93.39	9,339,063	268,750	3.59%	1096	3.21%
12/17/24	Treasury Note	91282CCR0	1.000	07/31/28	07/31/28	10,000,000	8,919,207	92.07	9,207,031	287,824	3.60%	1188	3.16%
09/10/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	2,600,000	2,754,524	104.66	2,721,108	(33,416)	4.32%	1248	0.93%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/24/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	5,000,000	4,599,023	92.66	4,632,813	33,790	3.63%	1280	1.59%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,680	100.51	2,010,150	(17,530)	4.09%	1294	0.69%
02/11/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	2,300,000	2,081,981	92.97	2,138,340	56,359	4.01%	1320	0.73%
02/25/25	Union Pcific Corporation	907818FB9	3.700	03/01/29	03/01/29	2,000,000	1,938,480	98.10	1,961,945	23,465	4.24%	1401	0.67%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,920	97.10	1,942,052	(22,868)	4.18%	1446	0.67%
01/21/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	1,550,000	1,560,680	102.55	1,589,553	28,873	4.30%	1476	0.55%
04/29/25	FNMA Benchmark Note	31359MEU3	6.250	05/15/29	05/15/29	5,750,000	6,288,228	109.59	6,301,515	13,287	3.67%	1476	2.16%
03/17/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	2,000,000	2,007,139	101.66	2,033,136	25,997	4.22%	1568	0.70%
03/06/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	2,300,000	2,129,477	94.02	2,162,482	33,005	3.97%	1569	0.74%
04/14/25	FHLMC Reference Note	3134A3U46	6.750	09/15/29	09/15/29	7,300,000	8,097,393	111.91	8,169,766	72,373	3.77%	1599	2.81%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	2,000,000	1,832,819	92.77	1,855,343	22,524	4.34%	1811	0.64%
		Subtotal				**$ 276,822,719**	**$ 268,226,803**		**$ 272,204,084**	**$ 3,977,281**	**3.87%**	604	**93.50%**
	Local Agency Investment Fund (LAIF)					18,900,464	18,900,464	100.08	18,916,514	16,050	4.28%	238	6.50%
		Subtotal				**$ 295,723,183**	**$ 287,127,267**		**$ 291,120,598**	**$ 3,993,331**	**3.90%**	**580**	**100.00%**
	Operating Bank Balance						6,972,187						
		TOTAL					**$ 294,099,454**						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 04/30/25

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
04/01/25	Florida Power & Light Company	341081GK7	5.050	04/01/28	$ 1,200,000.00	102.02600	$ 1,224,312.00	$ (168.33)
04/14/25	FHLMC Reference Note	3134A3U46	6.750	09/15/29	6,500,000.00	110.90738	7,208,980.00	(36,562.50)
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	2,000,000.00	91.64100	1,832,820.00	(150.00)
04/24/25	Bank of America Corp	06051GLA5	4.830	07/22/26	200,000.00	99.98800	199,976.00	(2,493.95)
04/24/25	Citibank NA	17325FBB3	5.800	09/29/28	250,000.00	104.13100	260,327.50	(1,047.76)
04/24/25	FHLMC Reference Note	3134A3U46	6.750	09/15/29	800,000.00	111.06300	888,504.00	(6,000.00)
04/24/25	Treasury Note	91282CCR0	1.000	07/31/28	1,350,000.00	91.42969	1,234,300.78	(3,132.60)
04/24/25	Treasury Note	91282CDF5	1.380	10/31/28	5,000,000.00	91.98047	4,599,023.44	(33,425.41)
04/24/25	US Bank NA	90331HPP2	4.510	10/22/27	250,000.00	99.83100	249,577.50	(93.90)
04/25/25	Bank of New York Mellon	06406RBX4	4.890	07/21/28	550,000.00	100.91800	555,049.00	(7,246.71)
04/25/25	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	125,000.00	97.31100	121,638.75	(303.33)
04/29/25	FNMA Benchmark Note	31359MEU3	6.250	05/15/29	5,750,000.00	109.36050	6,288,228.75	(164,713.54)
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
TOTAL PURCHASES					**$ 23,975,000.00**		**$ 24,662,737.72**	**$ (255,338.03)**

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	$ 1,000,000.00	108.69300	$ 1,086,930.00	$ (86,930.00)
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	7,000,000.00	100.46334	7,032,434.00	(32,434.00)
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	1,800,000.00	98.35067	1,770,312.00	29,688.00
12/01/21	FNMA	3135G03U5	0.630	04/22/25	9,500,000.00	98.07767	9,317,379.00	182,621.00
							-	-
TOTAL MATURITIES					**$ 19,300,000.00**		**$ 19,207,055.00**	**$ 92,945.00**

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								$ -		$ -
								-		-
								-		-
						$ -		**$ -**	**$ -**	**$ -**

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
04/01/25-04/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
General Dynamics Corporation	NOTE	369550BK3	3.250	04/01/25	-	-	-		-		-
Florida Power & Light Company	NOTE	341081FZ5	2.850	04/01/25	-	-	-		-		-
Federal Home Loan Banks	NOTE	3130AJHU6	0.500	04/14/25	16,236.11	17,500.00	-	-	1,263.89	-	1,263.89
Home Depot Inc	NOTE	437076CM2	2.700	04/15/25	22,410.00	24,300.00	-	-	1,890.00	-	1,890.00
FNMA	NOTE	3135G03U5	0.630	04/22/25	26,223.96	29,687.50	-	-	3,463.54	-	3,463.54
Caterpillar Financial Services	NOTE	14913R2V8	3.400	05/13/25	23,460.00	-	-	28,560.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	369550BG2	3.500	05/15/25	18,511.11	-	-	22,594.44	4,083.33	(2,327.83)	1,755.50
Qualcomm Incorporated	NOTE	747525AF0	3.450	05/20/25	21,342.08	-	-	26,229.58	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	717081EX7	0.800	05/28/25	5,466.67	-	-	6,800.00	1,333.33	1,121.44	2,454.77
Cisco Systems Inc	NOTE	17275RAW2	3.500	06/15/25	14,427.78	-	-	18,511.11	4,083.33	338.12	4,421.45
Treasury Note	NOTE	912828ZW3	0.250	06/30/25	6,284.53	-	-	8,356.35	2,071.82	4,112.09	6,183.91
Treasury Note	NOTE	91282CEY3	3.000	07/15/25	31,491.71	-	-	43,922.65	12,430.94	5,072.82	17,503.76
State Street Corporation	NOTE	857477AT0	3.550	08/18/25	8,480.56	-	-	14,397.22	5,916.66	(3,993.26)	1,923.40
FNMA Benchmark Note	NOTE	3135G05X7	0.375	08/25/25	1,312.50	-	-	2,406.25	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	12189LAY7	3.650	09/01/25	4,182.29	-	-	8,364.58	4,182.29	379.08	4,561.37
John Deere Capital Corp	NOTE	24422EWJ4	4.050	09/08/25	4,916.25	-	-	11,328.75	6,412.50	46.39	6,458.89
FFCB	NOTE	3133ENP95	4.250	09/30/25	826.39	-	-	25,618.06	24,791.67	606.26	25,397.93
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	24,000.00	-	-	29,000.00	5,000.00	3,189.17	8,189.17
MetLife Inc	NOTE	59156RBQ0	3.600	11/13/25	27,600.00	-	-	33,600.00	6,000.00	946.92	6,946.92
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	13,370.09	-	-	18,647.76	5,277.67	(979.50)	4,298.17
FHLB	NOTE	3130AKQX7	0.700	01/28/26	2,143.75	-	-	3,164.58	1,020.83	4,615.53	5,636.36
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	4,347.83	-	-	8,423.91	4,076.08	26,869.80	30,945.88
FHLB	NOTE	3130ALHH0	0.960	03/05/26	2,704.00	-	-	5,824.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	1,728.13	-	-	4,196.88	2,468.75	(185.28)	2,283.47
FHLB	NOTE	3130AUU36	4.130	03/13/26	14,953.13	-	-	39,875.00	24,921.87	1,651.97	26,573.84
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	-	-	-	4,687.50	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	17,604.17	21,125.00	-	-	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	06051GLA5	4.830	07/22/26	22,666.79	-	2,493.95	35,176.76	10,016.02	725.60	10,741.62
FHLB	NOTE	3130A8XY4	1.880	09/11/26	1,041.67	-	-	2,604.17	1,562.50	(864.12)	698.38
FHLB	NOTE	3130AWTQ3	4.630	09/11/26	8,350.69	-	-	20,876.74	12,526.05	(810.07)	11,715.98
FHLB	NOTE	3130A2VE3	3.000	09/11/26	8,250.00	-	-	20,625.00	12,375.00	5,034.52	17,409.52
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	1,225.00	-	-	3,521.88	2,296.88	2,122.83	4,419.71

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
04/01/25-04/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	12,699.65	13,062.50	-	1,814.24	2,177.09	2,031.55	4,208.64
Morgan Stanley	NOTE	61747YEX9	6.140	10/16/26	68,221.31	74,423.25	-	6,201.94	12,403.88	(1,353.74)	11,050.14
Treasury Note	NOTE	912828U24	2.000	11/15/26	75,690.61	-	-	92,265.19	16,574.58	14,683.84	31,258.42
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	9,833.33	-	-	12,291.67	2,458.34	1,344.76	3,803.10
FHLB	NOTE	3130A9YY1	2.130	12/11/26	24,673.61	-	-	31,402.78	6,729.17	(1,881.94)	4,847.23
Bristol-Myers Squibb Co	NOTE	110122EE4	4.900	02/22/27	10,616.67	-	-	18,783.33	8,166.66	(1,554.14)	6,612.52
FHLB	NOTE	3130B5K64	4.000	03/10/27	1,133.33	-	-	3,133.33	2,000.00	23.76	2,023.76
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	4,322.50	-	303.33	6,911.67	2,285.84	6,094.50	8,380.34
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	170.77	-	-	5,293.72	5,122.95	23,655.22	28,778.17
Comcast Corporation	NOTE	20030NDK4	3.300	04/01/27	-	-	-	5,637.50	5,637.50	1,045.49	6,682.99
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	16,486.46	-	-	20,019.27	3,532.81	3,477.14	7,009.95
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	12,569.06	-	-	16,712.71	4,143.65	24,244.03	28,387.68
Honeywell International Inc	NOTE	438516CX2	4.650	07/30/27	15,758.33	-	-	23,508.33	7,750.00	(1,290.09)	6,459.91
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	8,312.50	-	-	13,300.00	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	9,168.06	-	-	15,147.22	5,979.16	455.71	6,434.87
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	4,843.75	-	-	9,687.50	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05Y5	0.750	10/08/27	38,925.00	40,500.00	-	5,175.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	28,565.83	30,975.00	-	2,753.33	5,162.50	2,598.28	7,760.78
US Bank NA	NOTE	90331HPP2	4.510	10/22/27	46,778.90	52,957.25	93.90	2,929.55	9,014.00	83.97	9,097.97
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	20,994.48	25,000.00	-	135.87	4,141.39	22,982.86	27,124.25
Treasury Note	NOTE	91282CLX7	4.130	11/15/27	156,111.88	-	-	190,296.96	34,185.08	772.42	34,957.50
FHLB	NOTE	3130ATUS4	4.250	12/10/27	118,658.23	-	-	150,728.02	32,069.79	(2,283.16)	29,786.63
PNC Bank NA	NOTE	69353RFJ2	3.250	01/22/28	12,458.33	-	-	17,875.00	5,416.67	2,282.67	7,699.34
FFCB	NOTE	3133ERZ46	4.250	01/28/28	52,806.25	-	-	77,952.08	25,145.83	982.33	26,128.16
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	4,300.00	-	-	7,300.00	3,000.00	141.99	3,141.99
Florida Power & Light Company	NOTE	341081GK7	5.050	04/01/28	-	-	168.33	5,050.00	4,881.67	(653.43)	4,228.24
Treasury Note	NOTE	91282CBZ3	1.250	04/30/28	52,486.19	62,500.00	-	339.67	10,353.48	22,693.76	33,047.24
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	19,016.67	-	7,246.71	34,637.50	8,374.12	(863.38)	7,510.74
Treasury Note	NOTE	91282CCR0	1.000	07/31/28	14,337.02	-	3,132.60	24,861.88	7,392.26	22,656.53	30,048.79
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	757.61	-	1,047.76	13,411.38	11,606.01	(3,017.21)	8,588.80
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	-	34,375.00	33,425.41	186.82	1,136.41	1,872.26	3,008.67
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	32,347.22	-	-	39,430.56	7,083.34	(552.50)	6,530.84
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	13,474.17	-	-	17,115.83	3,641.66	4,752.24	8,393.90

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
04/01/25-04/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Union Pcific Corporation	NOTE	907818FB9	3.700	03/01/29	6,166.67	-	-	12,333.33	6,166.66	1,277.23	7,443.89
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	31,125.00	33,750.00	-	3,000.00	5,625.00	638.98	6,263.98
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	29,277.78	-	-	35,736.11	6,458.33	(206.30)	6,252.03
FNMA Benchmark Note	NOTE	31359MEU3	6.250	05/15/29	-	-	164,713.54	165,711.81	998.27	(369.92)	628.35
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	11,883.33	-	-	19,633.33	7,750.00	(134.97)	7,615.03
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	7,015.00	-	-	11,691.67	4,676.67	3,199.29	7,875.96
FHLMC Reference Note	NOTE	3134A3U46	6.750	09/15/29	-	-	42,562.50	62,962.50	20,400.00	(7,469.58)	12,930.42
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	-	-	150.00	2,400.00	2,250.00	1,393.94	3,643.94
	Subtotal				**$ 1,327,542.69**	**$ 460,155.50**	**$ 255,338.03**	**$ 1,633,071.77**	**$ 510,346.55**	**$ 224,635.54**	**$ 734,982.09**
CASH EQUIVALENTS											
Dreyfus Treasury					-	34,978.32	-	-	34,978.32	-	34,978.32
	Subtotal				**$ -**	**$ 34,978.32**	**$ -**	**$ -**	**$ 34,978.32**	**$ -**	**$ 34,978.32**
LAIF											
Local Agency Investment Fund					180,064.22	180,064.22	-	66,186.90	66,186.90	-	66,186.90
	TOTAL				**$ 1,507,606.91**	**$ 675,198.04**	**$ 255,338.03**	**$ 1,699,258.67**	**$ 611,511.77**	**$ 224,635.54**	**$ 836,147.31**

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 04/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/30/25	Dreyfus Trsy Sec CM Investor	09248U718	0.000	04/30/25	04/30/25	$ 2,238,982	$ 2,238,982	100.00	$ 2,238,982	$ -	4.30%	0	3.21%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	99.95	424,808	(1,824)	4.58%	13	0.61%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	99.96	349,856	(30,217)	4.42%	15	0.50%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	99.94	399,776	(12,818)	4.39%	20	0.57%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	99.71	473,605	6,901	4.58%	28	0.68%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	99.79	399,178	1,574	5.09%	46	0.57%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,800,000	1,771,328	99.81	1,796,555	25,227	4.35%	46	2.58%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	99.32	1,738,174	27,740	4.29%	61	2.49%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	99.71	1,196,484	34,359	4.37%	76	1.72%
04/22/25	Federal Home Loan Mortgage Corpora	3137EAEU9	0.380	07/21/25	07/21/25	1,011,000	1,001,274	99.11	1,002,014	740	4.36%	82	1.44%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/25	645,000	640,254	99.95	644,650	4,396	5.92%	83	0.92%
03/18/25	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/25	550,000	553,801	101.18	556,474	2,673	4.59%	83	0.80%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/25	700,000	630,509	97.41	681,842	51,333	4.78%	96	0.98%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	99.64	473,302	(58,015)	4.73%	110	0.68%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	99.59	323,660	1,565	4.87%	124	0.46%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	99.74	423,905	(1,614)	4.76%	131	0.61%
10/11/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	1,000,000	995,940	99.97	999,673	3,733	4.31%	153	1.43%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/25	625,000	639,205	100.61	628,813	(10,392)	5.71%	171	0.90%
03/19/25	US Bank NA	90331HPP2	2.950	10/22/27	10/22/25	625,000	623,150	100.05	625,294	2,144	4.70%	175	0.90%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	98.15	3,096,766	(43,351)	4.13%	191	4.44%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	99.37	412,379	(20,435)	4.46%	260	0.59%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	97.31	1,021,774	72,208	4.41%	273	1.47%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	97.16	1,360,297	90,442	3.99%	304	1.95%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	100.35	2,006,914	3,126	4.07%	306	2.88%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	97.43	876,859	59,695	4.08%	309	1.26%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	97.50	438,751	(16,587)	4.49%	314	0.63%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	99.91	1,248,865	9,327	4.23%	317	1.79%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	375,000	369,385	99.40	372,741	3,356	4.42%	336	0.53%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	98.24	368,401	(20,883)	4.41%	366	0.53%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	97.40	292,186	(23,342)	3.85%	499	0.42%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	97.60	292,811	13,547	4.06%	503	0.42%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	97.83	440,247	26,067	3.94%	524	0.63%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	97.46	2,046,598	60,129	3.71%	564	2.94%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,419	97.46	682,210	(38,209)	3.76%	590	0.98%
04/14/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	1,500,000	1,503,375	100.63	1,509,462	6,087	3.64%	679	2.17%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 04/30/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	2,250,000	1,984,482	94.52	2,126,602	142,120	3.61%	700	3.05%
03/18/25	Comcast Corporation	20030NDK4	3.300	04/01/27	04/01/27	550,000	537,609	98.53	541,941	4,332	4.10%	701	0.78%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,086	96.22	457,041	14,955	3.95%	741	0.66%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	3,750,000	3,421,533	93.59	3,509,766	88,233	3.60%	791	5.04%
03/18/25	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	575,000	557,532	97.79	562,318	4,786	3.87%	833	0.81%
03/18/25	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	550,000	540,447	99.25	545,901	5,454	3.84%	837	0.78%
03/18/25	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	425,000	417,822	99.51	422,902	5,080	3.97%	854	0.61%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	550,000	512,972	97.40	535,712	22,740	4.07%	898	0.77%
03/20/25	Treasury Note	91282CMF5	4.250	01/15/28	01/15/28	3,425,000	3,452,293	101.69	3,482,797	30,504	3.59%	990	5.00%
03/18/25	PNC Bank NA	39353RFJ2	3.250	01/22/28	01/22/28	550,000	531,361	97.39	535,626	4,265	4.27%	997	0.77%
03/18/25	Pepsico Inc	713448FL7	3.600	02/18/28	02/18/28	125,000	122,811	99.24	124,046	1,235	3.89%	1024	0.18%
03/20/25	FFCB	3133ER4Q1	4.250	02/24/28	02/24/28	3,500,000	3,527,790	101.59	3,555,501	27,711	3.65%	1030	5.10%
03/18/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	3,500,000	3,545,465	102.41	3,584,238	38,773	3.61%	1045	5.14%
04/01/25	Florida Power & Light CO	341081GK7	5.050	04/01/28	04/01/28	400,000	408,104	102.63	410,531	2,427	4.08%	1067	0.59%
03/18/25	Public Service Electric And Gas	74456QBX3	3.650	09/01/28	09/01/28	150,000	145,974	98.41	147,613	1,639	4.16%	1220	0.21%
09/17/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	615,000	646,834	104.66	643,647	(3,187)	4.32%	1248	0.92%
03/18/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	4,000,000	3,644,531	92.66	3,706,250	61,719	3.63%	1280	5.32%
03/18/25	Abbvie Inc	00287YBF5	4.250	11/14/28	11/14/28	550,000	546,865	100.51	552,791	5,926	4.09%	1294	0.79%
03/18/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	600,000	549,204	92.97	557,828	8,624	4.01%	1320	0.80%
03/18/25	Bristol-Myers Squibb Co	110122EF1	4.900	02/22/29	02/22/29	550,000	557,821	102.43	563,357	5,536	4.20%	1394	0.81%
03/18/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	550,000	534,221	98.10	539,535	5,314	4.24%	1401	0.77%
03/20/25	Treasury Note	91282CEE7	2.380	03/31/29	03/31/29	3,650,000	3,432,141	95.38	3,481,188	49,047	3.65%	1431	4.99%
03/18/25	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	550,000	528,000	97.10	534,064	6,064	4.18%	1446	0.77%
03/18/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	425,000	430,699	102.55	435,845	5,146	4.30%	1476	0.63%
03/18/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	550,000	553,278	101.66	559,112	5,834	4.22%	1568	0.80%
03/18/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	600,000	555,629	94.02	564,126	8,497	3.97%	1569	0.81%
03/25/25	FHLMC Reference Notes	3134A3U46	6.750	09/15/29	09/15/29	750,000	831,547	111.91	839,360	7,813	3.77%	1599	1.20%
03/19/25	FNMA Benchmark Note	31359MFJ7	7.130	01/15/30	01/15/30	3,000,000	3,389,339	114.43	3,432,991	43,652	3.75%	1721	4.93%
03/18/25	Duke Energy Carolinas	26442CBP8	4.850	03/15/30	03/15/30	425,000	428,110	102.04	433,673	5,563	4.38%	1780	0.62%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	500,000	458,204	92.77	463,836	5,632	4.34%	1811	0.67%
		Subtotal				**$ 70,229,982**	**$ 68,850,328**		**$ 69,694,444**	**$ 844,116**	**4.01%**	**742.061**	**100.00%**
	PFC Bank Balance						4,234,195						
		TOTAL					**$ 73,084,523**						

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 04/30/25

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
04/01/25	Florida Power & Light CO	341081GK7	5.050	04/01/28	$ 400,000.00	102.02600	$ 408,104.00	$ (56.11)
04/14/25	FHLB	3130B5K64	4.000	03/10/27	1,500,000.00	100.22500	1,503,375.00	(5,166.67)
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	500,000.00	91.64100	458,205.00	(37.50)
04/15/25	Treasury Note	91282CEU1	2.875	06/15/25	200,000.00	99.75782	199,515.63	(1,927.20)
04/22/25	Federal Home Loan Mortgage Corporat	3137EAEU9	0.380	07/21/25	1,011,000.00	99.03800	1,001,274.18	(968.88)
							-	
							-	
							-	
							-	
							-	
							-	
TOTAL PURCHASES					**$ 3,611,000.00**		**$ 3,570,473.81**	**$ (8,156.36)**

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
03/17/25	Treasury Bill	912797NZ6	0.000	04/15/25	$ 1,900,000.00	99.79403	$ 1,896,086.66	$ 3,913.34
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	$ 1,450,000.00	100.27478	1,453,984.38	(3,984.38)
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	425,000.00	98.52100	418,714.25	6,285.75
12/01/21	FNMA	3135G03U5	0.630	04/22/25	1,225,000.00	97.14545	1,190,031.75	34,968.25
							-	-
							-	-
TOTAL MATURITIES					**$ 5,000,000.00**		**$ 4,958,817.04**	**$ 41,182.96**

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								$ -		$ -
								-		-
								-		-
								-		-
								-		-
						$ -		**$ -**	**$ -**	**$ -**

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
04/01/25-04/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
General Dynamics Corporation	NOTE	369550BK3	3.250	04/01/25	-	-	-	-	-	-	-
Treasury Bill	NOTE	912797NZ6	0.000	04/15/25	-	-	-	-	-	-	-
Federal Home Loan Banks	NOTE	3130AJHU6	0.500	04/14/25	3,363.19	3,625.00	-	-	261.81	-	261.81
Home Depot Inc	NOTE	437076CM2	2.700	04/15/25	5,291.25	5,737.50	-	-	446.25	-	446.25
FNMA	NOTE	3135G03U5	0.630	04/22/25	3,381.51	3,828.13	-	-	446.62	-	446.62
Caterpillar Financial Services	NOTE	14913R2V8	3.400	05/13/25	5,539.17	-	-	6,743.33	1,204.16	(46.43)	1,157.73
General Dynamics Corporation	NOTE	369550BG2	3.500	05/15/25	4,627.78	-	-	5,648.61	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	747525AF0	3.450	05/20/25	5,021.67	-	-	6,171.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	717081EX7	0.800	05/28/25	1,298.33	-	-	1,615.00	316.67	204.10	520.77
Cisco Systems Inc	NOTE	17275RAW2	3.500	06/15/25	4,122.22	-	-	5,288.89	1,166.67	66.68	1,233.35
Treasury Note	NOTE	91282CEU1	2.875	06/15/25	13,521.98	-	1,927.20	19,477.34	4,028.16	952.58	4,980.74
Treasury Note	NOTE	912828ZW3	0.250	06/30/25	1,099.79	-	-	1,462.36	362.57	903.55	1,266.12
Treasury Note	NOTE	91282CEY3	3.000	07/15/25	7,558.01	-	-	10,541.44	2,983.43	1,118.36	4,101.79
Federal Home Loan Mortgage Corpora	NOTE	3137EAEU9	0.380	07/21/25	-	-	968.88	1,053.13	84.25	884.17	968.42
State Street Corporation	NOTE	857477AT0	3.550	08/18/25	2,014.13	-	-	3,419.34	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	12189LAY7	3.650	09/01/25	988.54	-	-	1,977.08	988.54	75.47	1,064.01
John Deere Capital Corp	NOTE	24422EWJ4	4.050	09/08/25	1,099.69	-	-	2,534.06	1,434.37	(14.46)	1,419.91
FFCB	NOTE	3133ENP95	4.250	09/30/25	118.06	-	-	3,659.72	3,541.66	114.04	3,655.70
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	6,310.00	-	-	7,624.58	1,314.58	311.02	1,625.60
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	3,110.19	-	-	4,337.90	1,227.71	(343.47)	884.24
FHLB	NOTE	3130AKQX7	0.700	01/28/26	1,286.25	-	-	1,898.75	612.50	2,769.32	3,381.82
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	608.70	-	-	1,179.35	570.65	3,611.00	4,181.65
FFCB	NOTE	3133EPCF0	4.500	03/02/26	7,250.00	-	-	14,750.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	3130ALHH0	0.960	03/05/26	624.00	-	-	1,344.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	393.75	-	-	956.25	562.50	(98.18)	464.32
FHLB	NOTE	3130AUU36	4.130	03/13/26	2,578.13	-	-	6,875.00	4,296.87	284.82	4,581.69
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	-	-	-	1,171.88	1,171.88	180.94	1,352.82
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	4,062.50	4,875.00	-	-	812.50	(264.67)	547.83
Bank of America Corp	NOTE	06051GLA5	4.830	07/22/26	5,967.38	-	-	8,561.89	2,594.51	113.21	2,707.72
FHLB	NOTE	3130A8XY4	1.880	09/11/26	312.50	-	-	781.25	468.75	(259.24)	209.51

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
04/01/25-04/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	300.00	-	-	862.50	562.50	519.84	1,082.34
Pepsico Inc	NOTE	713448DN5	2.380	10/06/26	5,195.31	5,343.75	-	742.19	890.63	831.09	1,721.72
Morgan Stanley	NOTE	61747YEX9	6.140	10/16/26	17,582.81	19,181.25	-	1,598.44	3,196.88	(354.78)	2,842.10
Treasury Note	NOTE	912828U24	2.000	11/15/26	15,895.03	-	-	19,375.69	3,480.66	2,650.54	6,131.20
FHLB	NOTE	3130A9YY1	2.130	12/11/26	4,545.14	-	-	5,784.72	1,239.58	(346.67)	892.91
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	1,152.67	-	-	1,759.33	606.66	1,513.40	2,120.06
FHLB	NOTE	3130B5K64	4.000	03/10/27	-	-	5,166.67	7,833.33	2,666.66	(78.83)	2,587.83
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	38.42	-	-	1,191.09	1,152.67	5,243.93	6,396.60
Comcast Corporation	NOTE	20030NDK4	3.300	04/01/27	-	-	-	1,512.50	1,512.50	507.85	2,020.35
Chevron Corp	NOTE	166764BX7	2.000	05/11/27	3,685.21	-	-	4,474.90	789.69	688.84	1,478.53
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	4,713.40	-	-	6,267.27	1,553.87	9,751.06	11,304.93
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	2,276.04	-	-	3,641.67	1,365.63	607.95	1,973.58
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	2,459.72	-	-	4,063.89	1,604.17	330.95	1,935.12
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	1,328.13	-	-	2,656.25	1,328.12	244.16	1,572.28
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	7,481.53	8,112.50	-	721.11	1,352.08	715.48	2,067.56
US Bank NA	NOTE	90331HPP2	2.950	10/22/27	12,441.20	14,084.38	-	704.22	2,347.40	59.60	2,407.00
Treasury Note	NOTE	91282CMF5	4.250	01/15/28	30,560.08	-	-	42,623.27	12,063.19	(794.94)	11,268.25
PNC Bank NA	NOTE	39353RFJ2	3.250	01/22/28	3,426.04	-	-	4,915.63	1,489.59	546.61	2,036.20
Pepsico Inc	NOTE	713448FL7	3.600	02/18/28	537.50	-	-	912.50	375.00	62.60	437.60
FFCB	NOTE	3133ER4Q1	4.250	02/24/28	15,288.19	-	-	27,684.03	12,395.84	(792.72)	11,603.12
FHLB	NOTE	3130ATS57	4.500	03/10/28	9,187.50	-	-	22,312.50	13,125.00	(1,273.53)	11,851.47
Florida Power & Light CO	NOTE	341081GK7	5.050	04/01/28	-	-	56.11	1,683.33	1,627.22	(217.81)	1,409.41
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	5,229.58	-	-	7,470.83	2,241.25	(94.85)	2,146.40
Public Service Electric And Gas	NOTE	74456QBX3	3.650	09/01/28	456.25	-	-	912.50	456.25	97.25	553.50
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	198.27	-	-	3,172.31	2,974.04	(686.75)	2,287.29
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	23,093.92	27,500.00	-	149.46	4,555.54	8,066.61	12,622.15
Abbvie Inc	NOTE	00287YBF5	4.250	11/14/28	8,895.49	-	-	10,843.40	1,947.91	71.52	2,019.43
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	3,515.00	-	-	4,465.00	950.00	1,136.38	2,086.38
Bristol-Myers Squibb Co	NOTE	110122EF1	4.900	02/22/29	2,919.58	-	-	5,165.42	2,245.84	(166.05)	2,079.79
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	1,695.83	-	-	3,391.67	1,695.84	332.90	2,028.74
Treasury Note	NOTE	91282CEE7	2.380	03/31/29	236.85	-	-	7,342.38	7,105.53	4,443.09	11,548.62

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
04/01/25-04/30/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	8,559.38	9,281.25	-	825.00	1,546.87	450.20	1,997.07
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	8,027.78	-	-	9,798.61	1,770.83	(114.29)	1,656.54
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	3,267.92	-	-	5,399.17	2,131.25	(62.01)	2,069.24
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	1,830.00	-	-	3,050.00	1,220.00	838.75	2,058.75
FHLMC Reference Notes	NOTE	3134A3U46	6.750	09/15/29	2,250.00	-	-	6,468.75	4,218.75	(1,520.46)	2,698.29
FNMA Benchmark Note	NOTE	31359MFJ7	7.130	01/15/30	45,125.00	-	-	62,937.50	17,812.50	(6,732.10)	11,080.40
Duke Energy Carolinas	NOTE	26442CBP8	4.850	03/15/30	4,866.84	-	-	6,584.55	1,717.71	(51.97)	1,665.74
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	-	-	37.50	600.00	562.50	348.49	910.99
	Subtotal				**$ 349,810.33**	**$ 101,568.76**	**$ 8,156.36**	**$ 420,969.73**	**$ 164,571.80**	**$ 37,459.29**	**$ 202,031.09**
CASH EQUIVALENTS											
Dreyfus Trsy Sec CM Investor					-	13,162.35	-	-	13,162.35	-	13,162.35
	Subtotal				**$ -**	**$ 13,162.35**	**$ -**	**$ -**	**$ 13,162.35**	**$ -**	**$ 13,162.35**
	TOTAL				**$ 349,810.33**	**$ 114,731.11**	**$ 8,156.36**	**$ 420,969.73**	**$ 177,734.15**	**$ 37,459.29**	**$ 215,193.44**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TEN MONTHS ENDED APRIL 30, 2025 & 2024

	Monthly Performance					APRIL 2025	Fiscal YTD Performance (July 2024 - April 2025)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Apr 2025	Budget Apr 2025	Actual $ Prior Year Apr 2024	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
						OPERATING ACTIVITY					
						CASH RECEIPTS FROM OPERATIONS					
1	$572,218	$443,083	$369,740	(2)	$129,135	Landing/Fuel Fees	$5,206,981	$4,078,834	$3,939,501	(2)	$1,128,147
2	3,079,981	2,982,603	2,730,311	(3)	97,378	Parking Fees	28,857,105	26,464,800	24,520,070	(3)	2,392,305
3	1,393,735	1,366,647	1,243,851	(4)	27,088	Rental/Concession Receipts - Terminal Building	15,130,128	13,666,463	14,231,631	(4)	1,463,665
4	2,033,754	1,329,186	1,350,797	(5)	704,568	Rental Receipts - Other Buildings	13,973,329	13,291,860	13,499,334	(5)	681,469
5	351,311	333,583	334,830	(6)	17,728	Ground Transportation	3,590,346	3,047,830	3,305,112	(6)	542,516
6	244,191	98,333	196,309	(7)	145,858	Other Receipts	1,822,956	983,330	1,627,528	(7)	839,626
7	512,805	659,375	110,808	(8)	(146,570)	Investment Receipts - Treasurer/Other Interest Earned	3,421,832	6,591,250	4,425,379	(8)	(3,169,418)
8	$8,187,995	$7,212,810	$6,336,646	(1)	$975,185		$72,002,677	$68,124,367	$65,548,555	(1)	$3,878,310
						CASH DISBURSEMENTS FROM OPERATIONS					
9	($107,633)	($145,040)	($124,264)	(10)	$37,407	Administrative Supplies & Costs	($1,251,246)	($1,372,350)	($1,206,634)	(10)	$121,104
10	(400,081)	(454,220)	(173,376)	(11)	54,139	Operating Supplies & Maintenance	(3,711,236)	(4,336,358)	(3,679,168)	(11)	625,122
11	(3,693,033)	(3,177,296)	(3,186,666)	(12)	(515,737)	Contractual Operating Costs	(29,863,298)	(31,772,960)	(28,638,368)	(12)	1,909,662
12	(577,484)	(521,549)	(255,048)	(13)	(55,935)	Contractual Professional Services	(5,808,796)	(7,435,490)	(5,242,931)	(13)	1,626,694
13	(849,880)	(690,906)	(537,958)	(14)	(158,974)	Wages & Benefits	(6,856,616)	(6,997,072)	(5,980,347)	(14)	140,456
14	(71,398)	(119,558)	(122,341)	(15)	48,160	Other Operating Costs	(920,047)	(1,195,580)	(1,049,703)	(15)	275,533
15	0	0	0		0	Bond Debt Service – 2015 Bonds	0	0	(4,567,500)		0
16	(831,163)	(937,435)	(725,460)	(16)	106,272	Parking Tax	(3,549,392)	(3,474,643)	(3,100,781)	(16)	(74,749)
17	($6,530,672)	($6,046,004)	($5,125,113)	(9)	($484,668)		($51,960,631)	($56,584,453)	($53,465,432)	(9)	$4,623,822
						INCREASE (DECREASE) IN CASH FROM OPERATIONS					
18	**$1,657,323**	**$1,166,806**	**$1,211,533**		**$490,517**		**$20,042,046**	**$11,539,914**	**$12,083,123**		**$8,502,132**
						FACILITY IMPROVEMENT TRANSACTIONS					
						CASH DISBURSEMENTS					
19	($73,224)	($125,000)	($105,480)	(17)	$51,776	Noise Mitigation Program Costs	($519,973)	($1,250,000)	($142,681)	(17)	$730,027
20	(290,438)	(1,738,473)	(255,805)	(18)	1,448,035	Other Facility Improvement Program Project Costs	(2,996,783)	(9,710,058)	(4,468,755)	(18)	6,713,275
21	($363,662)	($1,863,473)	($361,285)		$1,499,811		($3,516,756)	($10,960,058)	($4,611,436)		$7,443,302
						CASH RECEIPTS FROM FUNDING SOURCES					
22	$0	$100,738	$0	(17)	($100,738)	FAA Grants - Noise Mitigation Program	$298,961	$906,638	$0	(17)	($607,677)
23	0	0	60,000	(19)	0	FAA Grants - Facility Improvement Program	883,937	878,029	226,104	(19)	5,908
24	0	1,124,263	0	(20)	(1,124,263)	Passenger Facility Charge Receipts/Reserves	317,343	4,167,431	535,041	(20)	(3,850,088)
25	0	100,000	57,125	(21)	(100,000)	Customer Facility Charge Reserves	109,103	575,000	116,325	(21)	(465,897)
26	$0	$1,325,001	$117,125		($1,325,001)		$1,609,344	$6,527,098	$877,470		($4,917,754)
						INCREASE (DECREASE) – FACILITY / NOISE MITIGATION TRANSACTIONS					
27	**($363,662)**	**($538,472)**	**($244,160)**		**$174,810**		**($1,907,412)**	**($4,432,960)**	**($3,733,966)**		**$2,525,548**
						FEDERAL RELIEF GRANT FUNDS					
28	$0	$0	$0	(22)	$0	ARPA Grant Funds	$0	$0	$733,646	(22)	$0
						NET INCREASE (DECREASE) IN CASH FROM OPERATIONS					
29	**$1,293,661**	**$628,334**	**$967,373**		**$665,327**		**$18,134,634**	**$7,106,954**	**$9,082,803**		**$11,027,680**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TEN MONTHS ENDED APRIL 30, 2025 & 2024

	Monthly Performance					APRIL 2025	Fiscal YTD Performance (July 2024 - April 2025)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Apr 2025	Budget Apr 2025	Actual $ Prior Year Apr 2024	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
29	**$1,293,661**	**$628,334**	**$967,373**		**$665,327**	**NET INCREASE (DECREASE) IN CASH FROM OPERATIONS**	**$18,134,634**	**$7,106,954**	**$9,082,803**		**$11,027,680**
						REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")					
						CASH DISBURSEMENTS [1]					
30	($1,689,376)	($42,275,000)	($13,117,664)	(23)	$40,585,624	Replacement Passenger Terminal Project Costs	($309,225,250)	($411,340,000)	($58,228,263)	(23)	$102,114,750
						CASH RECEIPTS FROM FUNDING SOURCES					
31	$3,605,718	$3,605,718	$9,664,220	(24)	$0	FAA Grants - Replacement Passenger Terminal Project	$17,992,312	$17,992,312	$9,664,220	(24)	$0
32	0	0	0	(24)	0	Passenger Facility Charge Receipts/Reserves	5,085,592	5,085,592	14,029,502	(24)	0
33	1,600,112	1,600,112	0	(24)	0	Bond Reimbursement - 2024 Revenue Bond	299,401,186	299,401,186	0	(24)	0
34	$5,205,830	$5,205,830	$9,664,220		$0		$322,479,090	$322,479,090	$23,693,722		$0
						INCREASE (DECREASE) - RPT PROJECT TRANSACTIONS					
35	**$3,516,454**	**($37,069,170)**	**($3,453,444)**		**$40,585,624**		**$13,253,840**	**($88,860,910)**	**($34,534,541)**		**$102,114,750**
						NET INCREASE (DECREASE) IN CASH - TOTAL					
36	**$4,810,115**	**($36,440,836)**	**($2,486,071)**		**$41,250,951**		**$31,388,474**	**($81,753,956)**	**($25,451,738)**		**$113,142,430**

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TEN MONTHS ENDED APRIL 30, 2025 & 2024

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

FY 2025 Replacement Passenger Terminal ("RPT") Project expenditures are primarily funded through the Bipartisan Infrastructure Law grants, FAA-approved use of Passenger Facility Charge ("PFC") fees, and proceeds from the 2024 Revenue Bonds.

The FY 2025 Non-RPT Capital Program expenditures are primarily funded through the following sources:
– FAA-approved PFC program receipts/reserves;
– Grants; and
– Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

FY 2025 projected operational activity has been based essentially flat to FY 2024 levels. The Authority's Adopted FY 2025 budget is based on the following quarterly activity assumptions to reflect seasonal fluctuations:
- Q1 (July - September): 1,647,000 (represents 27% of total)
- Q2 (October - December): 1,586,000 (represents 26% of total)
- Q3 (January - March): 1,220,000 (represents 20% of total)
- Q4 (April - June): 1,647,000 (represents 27% of total)

Passengers increased by 7.31% FYTD April when compared to the same period in FY 2024, and favorable to the budget assumption by 8.76%. Overall financial performance in FYTD April remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TEN MONTHS ENDED APRIL 30, 2025 & 2024

NOTE (1) – ***Cash Receipts from Operations***

Cash receipts from operations exceed the budget FYTD April. On an accrual basis, operating revenues exceed the budget FYTD April by $6,579,953. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – ***Landing/Fuel Fees***

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of $0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by $457,095 FYTD April.

NOTE (3) – ***Parking Fees***

Parking fee revenues performed above the budget forecast FYTD April. Accrual basis Parking Fees exceed the budget by $2,283,360 FYTD April.

NOTE (4) – ***Rental/Concession Receipts - Terminal Building***

Terminal Building rental/concession receipts exceed the budget FYTD April partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by $1,724,370 FYTD April.

NOTE (5) – ***Rental Receipts - Other Buildings***

Other Buildings rental receipts exceed the budget FYTD April partially due to the timing of receipts. Accrual basis Other Building rents are $436,689 above budget expectations FYTD April due to CPI adjustments.

NOTE (6) – ***Ground Transportation***

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by $541,250 FYTD April.

NOTE (7) – ***Other Receipts***

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are $577,255 ahead of budget FYTD April.

NOTE (8) – ***Investment Receipts - Treasurer***

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by $559,934 FYTD April.

NOTE (9) – ***Cash Disbursements from Operations***

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD April. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – ***Administrative Supplies & Costs***

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TEN MONTHS ENDED APRIL 30, 2025 & 2024

NOTE (11) – *Operating Supplies & Maintenance*

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – *Contractual Operating Costs*

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – *Contractual Professional Services*

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (14) – *Wages and Benefits*

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023.

NOTE (15) – *Other Operating Costs*

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – *Parking Tax*

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. April 2025 remittance, in the amount of $831,163, covers the months of January, February and March 2025.

NOTE (17) – *Noise Mitigation Program*

FAA Grants and a PFC match are budgeted to partially fund the multi-year Part 150 Update project. This project commenced Q3 FY 2024 and is ongoing.

NOTE (18) – *Other Facility Improvement Program Projects*

Other Facility Improvement Program Project costs on a cash basis are below the budget FYTD April.

NOTE (19) – *FAA Grants – Facility Improvement Program Projects*

FAA Grants are budgeted to partially fund a new ARFF vehicle. The Authority accepted delivery of the vehicle in November 2024 and grant reimbursement was received in February 2025.

NOTE (20) – *Passenger Facility Charge Receipts/Reserves*

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the construction of the Runway and Taxiway Shoulder Rehabilitation, a new ARFF vehicle, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TEN MONTHS ENDED APRIL 30, 2025 & 2024

NOTE (21) – ***Customer Facility Charge Reserves***

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project is budgeted to be funded by Customer Facility Charge Reserves and was completed December 2024.

NOTE (22) – ***Federal Relief Grant Funds***

All available non-concessionaire federal relief funds were utilized towards FY 2023 bond debt service and personnel costs. The remaining FAA approved use of awarded concessionaire relief funds ($2,560,425) apply only as direct payments to qualifying concessionaires.

NOTE (23) – ***Replacement Passenger Terminal Project***

The Authority programmed appropriations in the amount of $506,848,000 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD April by $102,114,750 primarily due to the timing of payments. The majority of cash expenditures FYTD April are related to Holder, Pankow, TEC JV ($279,209,262), including retention payments to the escrow bank, and City of Burbank Water and Power Aid-in-Construction Deposits ($20,755,970).

NOTE (24) – ***Replacement Passenger Terminal Project Funding Sources***

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards (e.g. BIL), FAA approved Passenger Facility Charge fees and Bond Reimbursements (2024 Revenue Bonds).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND TEN MONTHS ENDED APRIL 30, 2025 & 2024

	Monthly Performance					APRIL 2025	Fiscal YTD Performance (July 2024 - April 2025)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Apr 2025	Budget Apr 2025	Actual $ Prior Year Apr 2024	Note	Variance Actual Vs. Budget		Actual $ Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
37	$559,082	$450,000	$370,662	(1)	$109,082	Customer Facility Charge Receipts	$4,801,815	$4,100,000	$4,285,361	(1)	$701,815
38	0	0	0		0	Federal Relief Grant Funds - 2012 Bond Debt Service	0	0	859,449		0
39	60,753	85,914	102,703	(2)	(25,161)	Facility Rent	900,575	859,137	1,072,671	(2)	41,438
40	(510,075)	(486,095)	(486,036)		(23,981)	Payments to Bond Trustee for 2012 Bond Debt Service	(4,834,791)	(4,860,945)	(4,860,360)		26,154
41	**$109,760**	**$49,819**	**($12,671)**	(3)	**$59,941**		**$867,599**	**$98,192**	**$1,357,121**	(3)	**$769,407**

General Comments

The debt service on the 2012 Revenue Bonds is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – ***Customer Facility Charge ("CFC") Receipts***

CFCs of $6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

Note (2) – ***Facility Rent***

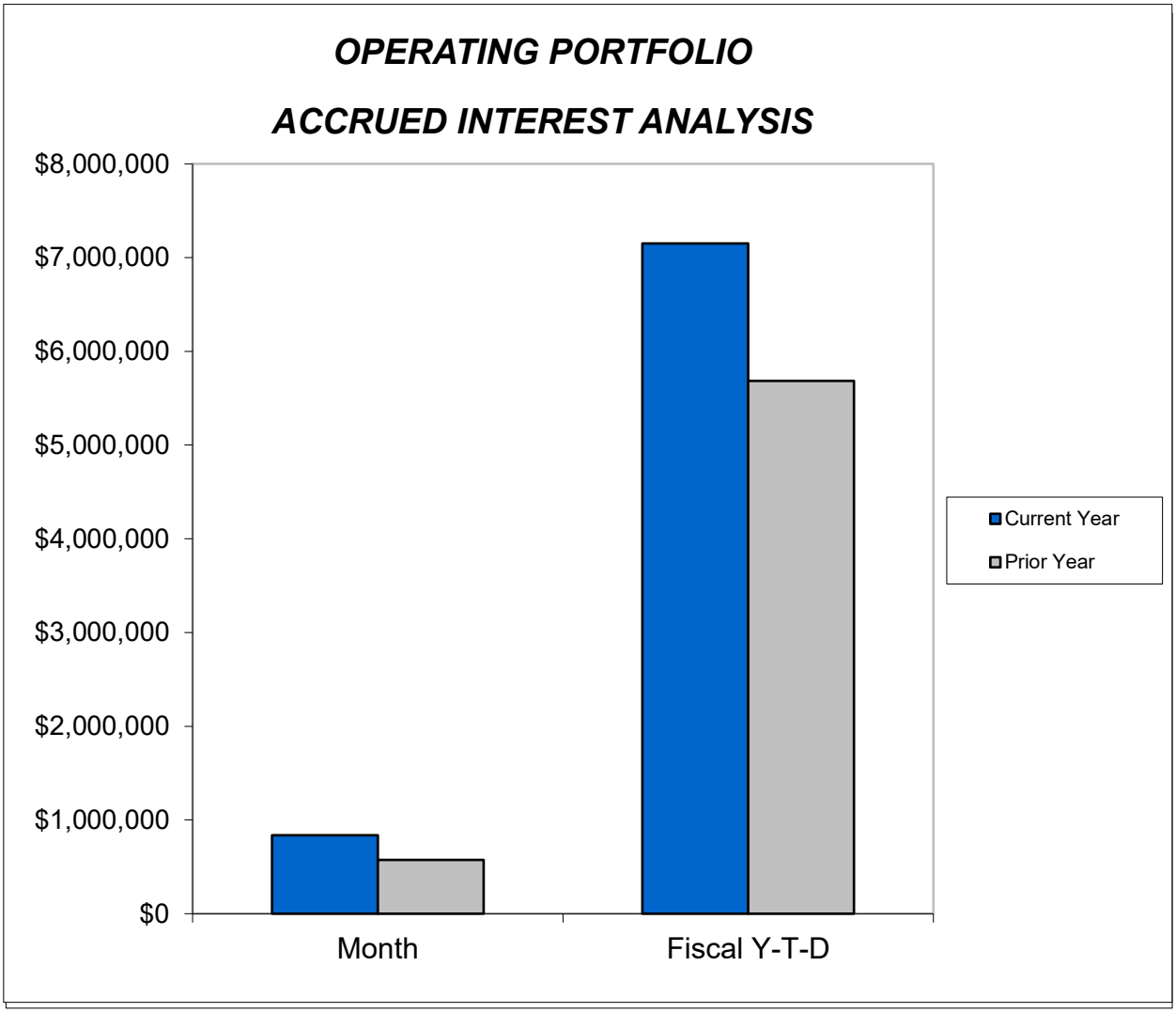
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

Note (3) – ***Net RITC / ConRAC Facility Payments and Collections***

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement wit the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	Apr 2025	Apr 2024
Accrued Interest Revenue - Month	**$836,147**	**$574,031**
Accrued Interest Revenue - FYTD	**$7,151,184**	**$5,683,373**
Month End Portfolio Balance (cost)	**$294,099,454**	**$256,096,335**
Yield to Maturity	**3.90%**	**5.25%**

Supplement to the April 2025 Treasurer's Report

FYTD April 2025 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
FY 2025 Cash Expenditures: Authorized Contracts

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	April 2025 Cash Expenditures	FYTD 2025 (Jul - Apr) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
AECOM **(1a)**	Program Management Services	$ 4,172,454	N/A	-	-	N/A	$ 4,172,454
Jacobs Project Management Company **(1a)**	Program Management Services	8,993,803	25,048,752	1,600,112	7,368,500	8,686,449	16,362,303
Airport & Aviation Professionals Inc. (AvAirPros) **(1b)**	Airline Technical & Financial Coordination Services	511,528	350,000	-	191,578	158,422	703,106
Airport Projects **(1b)**	Technical Support	7,498	69,315	-	72,040	(2,725)	79,538
ATX **(1b)**	Technical Support	-	72,000	-	66,375	5,625	66,375
Conway Consulting **(1b)**	Technical Support	395,727	150,000	1,181	26,821	123,179	422,548
Georgino Development **(1b)**	Strategic Planning Services	142,800	60,000	4,800	48,000	12,000	190,800
Public Resources Advisory Group (PRAG) **(1b)**	Financial Advisory Services	517,419	275,000	-	65,139	209,861	582,558
Ricondo & Associates **(1b)**	Financial Feasibility Services	831,922	340,000	-	118,868	221,132	950,790
Geosyntec Consultants **(1c)**	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Holder, Pankow, TEC JV **(1d)**	Design Builder	82,586,282	1,077,506,025	-	262,452,339	715,710,481	361,795,544
Truist Bank **(1d)**	Design Builder - Retention Escrow Account			-	16,756,923		
Azrial **(2)**	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings **(2)**	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe **(2)**	Bond Counsel	1,298,093	N/A	-	-	N/A	1,298,093
Camano Consulting Group **(1b)**	Consulting Services	-	348,000	14,500	34,145	313,855	34,145
DSM, Inc. **(1b)**	Consulting Services	-	12,500	-	12,500	-	12,500
Chapman **(2)**	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci **(2)**	Legal Services	2,000	N/A	-	-	N/A	2,000
Gordon Rees **(2)**	Legal Services	-	N/A	-	200	N/A	200
McDermott **(2)**	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's **(2)**	Rating Agency	61,400	N/A	-	-	N/A	61,400
Richards, Watson & Gershon **(2)**	Legal Services	344,381	N/A	1,744	122,570	N/A	466,951
Ring Bender **(2)**	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating **(2)**	Rating Agency	21,000	N/A	-	-	N/A	21,000
THU Legal Consulting **(2)**	Consulting Services	307,160	150,000	21,240	141,885	8,115	449,045
Thriving Restaurants **(2)**	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward **(2)**	Consulting Services	24,000	36,000	3,000	18,000	18,000	42,000
Zions Bancorporation **(2)**	Consulting Services	2,500	N/A	-	3,000	N/A	5,500
RS&H **(3)**	Environmental Impact Study (EIS) Services	756,776	AIP / PFC Funded	40,926	44,491	N/A	801,267
XI-3 Corporation **(4)**	Consulting Services	91,770	N/A	-	-	N/A	91,770
City of Burbank **(5a)**	Burbank Water & Power Aid-in-Construction Deposit	2,020,000	22,775,970	-	20,755,970	-	22,775,970
City of Burbank **(5b)**	Plan Check Services	344,124	436,874	-	92,750	-	436,874
Barclays Bank **(6)**	CP Program / LOC Bank	442,813	N/A	-	323,549	N/A	766,362
Sumitomo Mitsui **(6)**	CP Program / LOC Bank	483,286	N/A	-	481,174	N/A	964,460
Meetings	Various Expenses	30,026	N/A	-	-	N/A	30,026
Licenses & Fees	Various Expenses	11,738	N/A	1,873	28,433	N/A	40,171
TOTALS		**$ 104,530,504**	**$ 1,127,630,436**	**$ 1,689,376**	**$ 309,225,250**	**$ 725,464,394**	**$ 413,755,754**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Notes to Replacement Passenger Terminal Project Schedule
Project Costs as of April 2025

(1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2025 adopted budget includes appropriations of $506,848,000 for the RPT project.

(1a) The Jacobs' authorized amount represents the following
Commission approved Task Orders against the Professional Services agreement to date:
Task Order 1 (Development of the Program Operations Manual) - $1,419,896
Task Order 2 (Procurement of Progressive Design Builder) - $1,463,250
Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - $10,438,765
Task Order 4 (Phase 3 Construction Phase Support Services) - $11,726,841

(1b) These are muti-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.

(1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.

(1d) In December 2022, the Commission approved an estimated $55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at $54,244,242 and were completed April 2024.

To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of $1,047,762,137. In addition, FYTD April 2025, total contingencies of $23,582,299 and owner allowance of $6,161,589 have been approved.

(2) Legal services and professional services to be utilized on an as needed basis.

(3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.

(4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE $50,000) which was increased by an amendment in October 2022 to NTE $96,000.

(5a) The Commission approved Aid-In-Construction payments with BWP for deposits as follows:
1) September 20, 2022 - $25,000
2) March 7, 2023 - $50,000
3) June 26, 2023 - $494,000
4) September 18, 2023 - $1,411,000
5) June 13, 2024 - $40,000 (AIC Inspections)
6) August 20, 2024 - $960,000
7) September 20, 2024 - $9,457,700
8) October 17, 2024 - $10,338,270

(5b) The Commission approved payment October 2023 in the amount of $344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. An additional deposit of $92,750 was made September 2024.

(6) LOC banks for the CP program.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
Reimbursements to Date

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	April 2025 Reimbursement	FYTD April 2025 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
BIL-AIG (*formulaic*)	$ 24,057,834	$ 1,354,747	$ 1,587,634	$ 10,817,257	$ 12,172,004	$ 11,885,830
BIL-ATP *(competitive)* (1)	47,300,000	11,385,576	2,018,084	7,175,055	18,560,631	28,739,369
PFC	48,338,420	14,922,243	-	5,085,592	20,007,835	28,330,585
2024 Bonds (2)	682,266,884	17,191,077	1,600,112	299,401,186	316,592,263	365,674,621
TOTALS	**$ 801,963,138**	**$ 44,853,643**	**$ 5,205,830**	**$ 322,479,090**	**$ 367,332,733**	**$ 434,630,405**

BIL - Bipartisan Infrastructure Law
AIG - Airport Infrastructure Grant
ATP - Airport Terminal Program
PFC - Passenger Facility Charge

Notes:

(1) Does not include a pending additional BIL-ATP grant in the amount of $9,328,000.

(2) Includes interest and dividend earnings to date:

Bond Proceeds Amount	$ 655,871,612
Accrued Interest and Dividends to Date (Held by Trustee)	26,381,886
Transfers (Closing of Cost of Issuance Fund)	13,386
Total Available Amount	**$ 682,266,884**

July 21, 2025

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of March 2025, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton
Treasurer

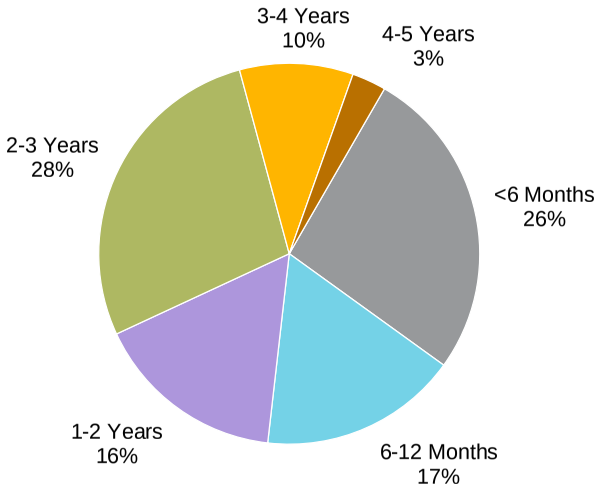
Attachments

Operating Portfolio investment guidelines conformance

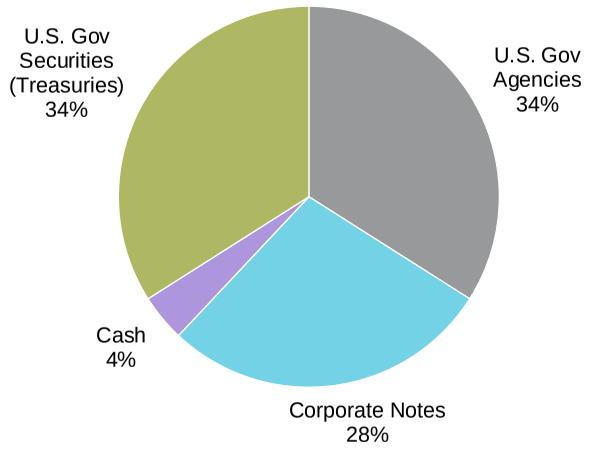
As of March 31, 2025

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	4.80 Years	70%	34%
Corporate Notes	5 Years	4.96 Years	30%	28%
LAIF	N/A	N/A	$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	4%
U.S. Gov Securities (Treasuries)	5 Years	4.00 Years	No limit	34%

Maturity distribution



Sector allocation



Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

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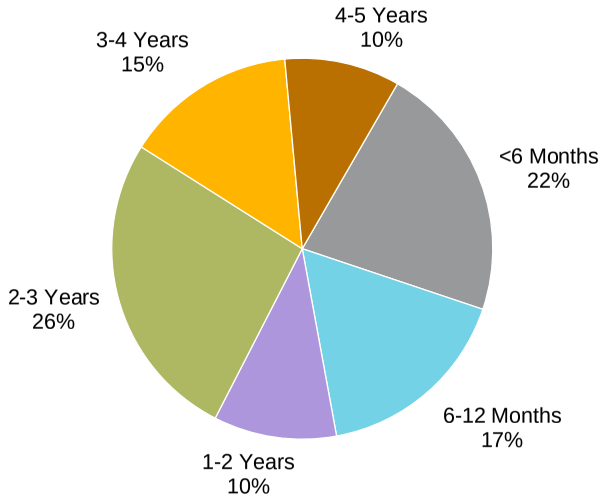
PFC Portfolio investment guidelines conformance

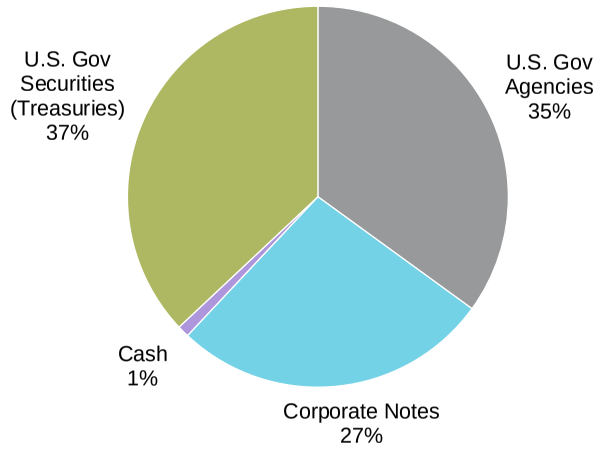
As of March 31, 2025

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	2.83 Years	70%	35%
Corporate Notes	5 Years	4.38 Years	30%	27%
LAIF	N/A	N/A	$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.34 Years	No limit	37%

Maturity distribution



Sector allocation



Source: Aladdin

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Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 03/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/31/25	Dreyfus Treasury	BAX9MM47	0.000	03/31/25	03/31/25	$ 10,256,570	$ 10,256,570	100.00	$ 10,256,570	$ -	4.30%	0	3.61%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	100.00	1,000,000	(86,930)	0.00%	1	0.35%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	99.86	6,990,104	(42,330)	4.41%	14	2.46%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	99.92	1,798,644	28,332	4.58%	15	0.63%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/25	2,425,000	2,481,308	100.77	2,443,669	(37,639)	5.62%	18	0.86%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	99.79	9,479,717	162,338	4.28%	22	3.33%
03/31/25	US Bank NA	90331HPP2	4.510	10/22/27	04/22/25	2,350,000	2,347,509	99.90	2,347,680	171	4.76%	22	0.83%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	99.84	1,797,050	(4,285)	4.75%	43	0.63%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	99.86	1,398,096	(116,161)	4.56%	45	0.49%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	99.83	1,697,113	(54,774)	4.65%	50	0.60%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	99.46	1,989,216	32,334	4.22%	58	0.70%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	99.72	1,396,063	7,725	4.83%	76	0.49%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	10,000,000	9,874,566	99.00	9,899,609	25,043	4.28%	91	3.48%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	5,000,000	4,843,262	99.61	4,980,664	137,402	4.31%	106	1.75%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/25	2,450,000	2,421,650	100.02	2,450,564	28,914	5.79%	113	0.86%
09/10/24	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/25	2,000,000	2,039,400	100.92	2,018,413	(20,987)	4.68%	113	0.71%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/25	2,625,000	2,344,402	97.07	2,548,184	203,782	4.82%	126	0.90%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	99.63	1,992,530	(232,606)	4.53%	140	0.70%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	98.46	3,446,083	(47,267)	4.29%	147	1.21%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	99.57	1,369,065	8,363	4.69%	154	0.48%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,900,000	1,899,060	99.76	1,895,402	(3,658)	4.60%	161	0.67%
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	99.98	6,998,251	19,871	4.30%	183	2.46%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	97.80	11,735,910	(113,070)	4.25%	221	4.13%
09/10/24	MetLife Inc	59156RBQ0	3.600	11/13/25	11/13/25	2,000,000	1,986,680	99.43	1,988,581	1,901	4.54%	227	0.70%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	99.38	1,772,993	(67,284)	4.35%	290	0.62%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	97.04	1,698,164	115,554	4.39%	303	0.60%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	96.79	9,679,297	606,133	4.10%	334	3.40%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	97.08	3,786,152	245,109	4.20%	339	1.33%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	97.38	1,923,276	(67,680)	4.37%	344	0.68%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 03/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	100.04	7,253,041	63,723	4.08%	347	2.55%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	99.50	1,492,551	22,239	4.25%	366	0.53%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	98.07	1,593,603	(78,698)	4.44%	396	0.56%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	97.00	970,047	(81,714)	4.03%	529	0.34%
01/07/25	FHLB	3130AWTQ3	4.630	09/11/26	09/11/26	3,250,000	3,266,283	100.84	3,277,427	11,144	4.02%	529	1.15%
12/17/24	FHLB	3130A2VE3	3.000	09/11/26	09/11/26	4,950,000	4,845,450	98.58	4,879,466	34,016	4.02%	529	1.72%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	97.31	1,192,054	51,729	4.17%	533	0.42%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	97.41	1,071,531	59,091	4.16%	554	0.38%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	96.96	9,695,703	341,758	3.95%	594	3.41%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	98.00	980,004	35,184	4.20%	610	0.34%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,846	96.99	3,685,554	(225,292)	3.98%	620	1.30%
09/10/24	Bristol-Myers Squibb Co	110122EE4	4.900	02/22/27	02/22/27	2,000,000	2,045,640	101.25	2,025,090	(20,550)	4.20%	693	0.71%
03/17/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	600,000	599,436	100.09	600,532	1,096	3.95%	709	0.21%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	93.74	9,374,219	531,953	3.91%	730	3.30%
09/10/24	Comcast Corporation	20030NDK4	3.300	04/01/27	04/01/27	2,050,000	2,017,944	98.07	2,010,499	(7,445)	4.31%	731	0.71%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	95.65	2,032,528	69,056	4.17%	771	0.71%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	92.76	9,275,781	514,765	3.89%	821	3.26%
09/10/24	Honeywell International Inc	438516CX2	4.650	07/30/27	07/30/27	2,000,000	2,044,680	100.69	2,013,871	(30,809)	4.33%	851	0.71%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	97.26	2,042,489	(5,158)	4.08%	863	0.72%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	98.56	2,020,482	(13,510)	4.14%	867	0.71%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	98.76	1,530,769	(12,752)	4.29%	884	0.54%
09/10/24	FNMA	3135G05Y5	0.750	10/08/27	10/08/27	10,800,000	9,946,364	92.49	9,989,319	42,955	3.91%	921	3.51%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	96.78	2,032,337	71,943	4.30%	928	0.71%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	91.73	9,172,656	44,472	3.90%	944	3.23%
12/17/24	Treasury Note	91282CLX7	4.130	11/15/27	11/15/27	10,000,000	9,972,656	100.58	10,057,813	85,157	3.89%	959	3.54%
09/17/24	FHLB	3130ATUS4	4.250	12/10/27	12/10/27	9,055,000	9,143,342	100.81	9,128,636	(14,706)	3.93%	984	3.21%
01/22/25	PNC Bank NA	69353RFJ2	3.250	01/22/28	01/22/28	2,000,000	1,917,900	96.89	1,937,707	19,807	4.44%	1027	0.68%
02/12/25	FFCB	3133ERZ46	4.250	01/28/28	01/28/28	7,100,000	7,065,127	100.79	7,156,312	91,185	3.95%	1033	2.52%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,150	98.57	985,673	(8,477)	4.13%	1054	0.35%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 03/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/17/24	Treasury Note	91282CBZ3	1.250	04/30/28	04/30/28	10,000,000	9,070,313	92.40	9,239,844	169,531	3.89%	1126	3.25%
12/17/24	Treasury Note	91282CCR0	1.000	07/31/28	07/31/28	8,650,000	7,684,906	91.01	7,872,176	187,270	3.90%	1218	2.77%
09/10/24	Citibank NA	17325FBB	5.800	09/29/28	09/29/28	2,350,000	2,494,196	104.10	2,446,298	(47,898)	4.52%	1278	0.86%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,680	99.72	1,994,477	(33,203)	4.33%	1324	0.70%
02/11/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	2,300,000	2,081,981	91.91	2,114,025	32,044	4.29%	1350	0.74%
02/25/25	Union Pcific Corporation	907818FB9	3.700	03/01/29	03/01/29	2,000,000	1,938,480	97.50	1,949,991	11,511	4.40%	1431	0.69%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,920	96.42	1,928,414	(36,506)	4.35%	1476	0.68%
01/21/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	1,550,000	1,560,679	101.72	1,576,634	15,955	4.54%	1506	0.55%
03/17/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	2,000,000	2,007,139	100.83	2,016,508	9,369	4.44%	1598	0.71%
03/06/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	2,300,000	2,129,477	93.21	2,143,769	14,292	4.15%	1599	0.75%
		Subtotal				**$ 272,270,570**	**$ 262,894,062**		**$ 265,536,890**	**$ 2,642,828**	**4.18%**	570	**93.41%**
	Local Agency Investment Fund (LAIF)					18,720,400	18,720,400	100.08	18,736,297	15,897	4.31%	244	6.59%
		Subtotal				**$ 290,990,971**	**$ 281,614,462**		**$ 284,273,187**	**$ 2,658,725**	**4.19%**	**548**	**100.00%**
	Operating Bank Balance						7,184,934						
		TOTAL					**$ 288,799,396**						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 03/31/25

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
03/06/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	$ 2,300,000.00	92.58600	$ 2,129,478.00	$ (3,273.67)
03/17/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	2,000,000.00	100.35700	2,007,140.00	(8,525.00)
03/17/25	FHLB	3130B5K64	4.000	03/10/27	600,000.00	99.90600	599,436.00	(266.67)
03/31/25	Treasury Note	91282CCR0	1.000	07/31/28	250,000.00	90.90625	227,265.63	(414.36)
03/31/25	US Bank NA	90331HPP2	4.510	10/22/27	2,350,000.00	99.89400	2,347,509.00	(46,778.90)
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							-	
							-	
							-	
							-	
TOTAL PURCHASES					**$ 7,500,000.00**		**$ 7,310,828.63**	**$ (59,258.60)**

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	$ 1,825,000.00	106.25773	$ 1,939,203.50	$ (114,203.50)
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	250,000.00	109.22400	273,060.00	(23,060.00)
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	1,875,000.00	109.27511	2,048,908.25	(173,908.25)
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	2,300,000.00	99.44532	2,287,242.25	12,757.75
							-	-
TOTAL MATURITIES					**$ 6,250,000.00**		**$ 6,548,414.00**	**$ (298,414.00)**

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	03/20/25	250,000.00	100.00000	$ 250,000.00	$ 274,895.00	$ (24,895.00)
								-		-
								-		-
						$ 250,000.00		**$ 250,000.00**	**$ 274,895.00**	**$ (24,895.00)**

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
03/01/25-03/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Exxon Mobil Corp	NOTE	30231GAF9	2.709	03/06/25	24,032.97	24,719.63	-	-	686.66	-	686.66
FHLB	NOTE	3130A4CH3	2.380	03/14/25	2,754.34	2,968.75	-	-	214.41	-	214.41
Ace InA Holdings Inc	NOTE	00440EAS6	3.150	03/15/25	27,234.38	29,531.25	-	-	2,296.87	-	2,296.87
Treasury Note	NOTE	912828ZF0	0.050	03/31/25	4,802.20	5,750.00	-	-	947.80	-	947.80
General Dynamics Corporation	NOTE	369550BK3	3.250	04/01/25	3,385.42	3,814.24	-	-	428.82	-	428.82
Florida Power & Light Company	NOTE	341081FZ5	2.850	04/01/25	11,875.00	14,250.00	-	-	2,375.00	(1,471.36)	903.64
Federal Home Loan Banks	NOTE	3130AJHU6	0.500	04/14/25	13,319.44	-	-	16,236.11	2,916.67	(603.36)	2,313.31
Home Depot Inc	NOTE	437076CM2	2.700	04/15/25	18,360.00	-	-	22,410.00	4,050.00	874.48	4,924.48
FNMA	NOTE	3135G03U5	0.630	04/22/25	21,276.04	-	-	26,223.96	4,947.92	5,075.00	10,022.92
Caterpillar Financial Services	NOTE	14913R2V8	3.400	05/13/25	18,360.00	-	-	23,460.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	369550BG2	3.500	05/15/25	14,427.78	-	-	18,511.11	4,083.33	(2,327.83)	1,755.50
Qualcomm Incorporated	NOTE	747525AF0	3.450	05/20/25	16,454.58	-	-	21,342.08	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	717081EX7	0.800	05/28/25	4,133.33	-	-	5,466.67	1,333.34	1,121.44	2,454.78
Cisco Systems Inc	NOTE	17275RAW2	3.500	06/15/25	10,344.44	-	-	14,427.78	4,083.34	338.12	4,421.46
Treasury Note	NOTE	912828ZW3	0.250	06/30/25	4,143.65	-	-	6,284.53	2,140.88	4,249.16	6,390.04
Treasury Note	NOTE	91282CEY3	3.000	07/15/25	18,646.41	-	-	31,491.71	12,845.30	5,241.91	18,087.21
State Street Corporation	NOTE	857477AT0	3.550	08/18/25	2,563.89	-	-	8,480.56	5,916.67	(3,993.26)	1,923.41
FNMA Benchmark Note	NOTE	3135G05X7	0.375	08/25/25	218.75	-	-	1,312.50	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	12189LAY7	3.650	09/01/25	-	-	-	4,182.29	4,182.29	379.08	4,561.37
John Deere Capital Corp	NOTE	24422EWJ4	4.050	09/08/25	36,978.75	38,475.00	-	4,916.25	6,412.50	46.39	6,458.89
FFCB	NOTE	3133ENP95	4.250	09/30/25	124,784.72	148,750.00	-	826.39	24,791.67	606.26	25,397.93
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	19,000.00	-	-	24,000.00	5,000.00	3,189.17	8,189.17
MetLife Inc	NOTE	59156RBQ0	3.600	11/13/25	21,600.00	-	-	27,600.00	6,000.00	946.92	6,946.92
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	8,092.42	-	-	13,370.09	5,277.67	(979.50)	4,298.17
FHLB	NOTE	3130AKQX7	0.700	01/28/26	1,122.92	-	-	2,143.75	1,020.83	4,615.53	5,636.36
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	135.87	-	-	4,347.83	4,211.96	27,765.46	31,977.42
FHLB	NOTE	3130ALHH0	0.960	03/05/26	18,304.00	18,720.00	-	2,704.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	14,071.88	14,812.50	-	1,728.13	2,468.75	(185.28)	2,283.47
FHLB	NOTE	3130AUU36	4.130	03/13/26	139,562.50	149,531.25	-	14,953.13	24,921.88	1,651.97	26,573.85
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	23,437.50	28,125.00	-	-	4,687.50	873.02	5,560.52

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
03/01/25-03/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	14,083.33	-	-	17,604.17	3,520.84	(841.90)	2,678.94
Bank of America Corp	NOTE	06051GLA5	4.830	07/22/26	12,811.66	-	-	22,666.79	9,855.13	725.28	10,580.41
FHLB	NOTE	3130A8XY4	1.880	09/11/26	8,854.17	9,375.00	-	1,041.67	1,562.50	(864.12)	698.38
FHLB	NOTE	3130AWTQ3	4.630	09/11/26	70,980.90	75,156.25	-	8,350.69	12,526.04	(810.07)	11,715.97
FHLB	NOTE	3130A2VE3	3.000	09/11/26	70,125.00	74,250.00	-	8,250.00	12,375.00	5,034.52	17,409.52
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	12,709.38	13,781.25	-	1,225.00	2,296.87	2,122.83	4,419.70
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	10,522.57	-	-	12,699.65	2,177.08	2,031.55	4,208.63
Morgan Stanley	NOTE	61747YEX9	6.140	10/16/26	55,817.44	-	-	68,221.31	12,403.87	(1,353.74)	11,050.13
Treasury Note	NOTE	912828U24	2.000	11/15/26	58,563.54	-	-	75,690.61	17,127.07	15,173.30	32,300.37
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	7,375.00	-	-	9,833.33	2,458.33	1,344.76	3,803.09
FHLB	NOTE	3130A9YY1	2.130	12/11/26	17,944.44	-	-	24,673.61	6,729.17	(1,881.94)	4,847.23
Bristol-Myers Squibb Co	NOTE	110122EE4	4.900	02/22/27	2,450.00	-	-	10,616.67	8,166.67	(1,554.14)	6,612.53
FHLB	NOTE	3130B5K64	4.000	03/10/27	-	-	266.67	1,133.33	866.66	10.30	876.96
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	2,047.50	-	-	4,322.50	2,275.00	6,078.65	8,353.65
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	26,098.90	31,250.00	-	170.77	5,321.87	24,443.73	29,765.60
Comcast Corporation	NOTE	20030NDK4	3.300	04/01/27	28,187.50	33,825.00	-	-	5,637.50	1,045.49	6,682.99
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	12,953.65	-	-	16,486.46	3,532.81	3,477.14	7,009.95
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	8,287.29	-	-	12,569.06	4,281.77	25,052.17	29,333.94
Honeywell International Inc	NOTE	438516CX2	4.650	07/30/27	8,008.33	-	-	15,758.33	7,750.00	(1,290.09)	6,459.91
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	3,325.00	-	-	8,312.50	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	3,188.89	-	-	9,168.06	5,979.17	455.71	6,434.88
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	-	-	-	4,843.75	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05Y5	0.750	10/08/27	32,175.00	-	-	38,925.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	23,403.33	-	-	28,565.83	5,162.50	2,598.28	7,760.78
US Bank NA	NOTE	90331HPP2	4.510	10/22/27	-	-	46,778.90	46,778.90	-	-	-
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	16,712.71	-	-	20,994.48	4,281.77	23,748.95	28,030.72
Treasury Note	NOTE	91282CLX7	4.130	11/15/27	120,787.29	-	-	156,111.88	35,324.59	798.17	36,122.76
FHLB	NOTE	3130ATUS4	4.250	12/10/27	86,588.44	-	-	118,658.23	32,069.79	(2,283.16)	29,786.63
PNC Bank NA	NOTE	69353RFJ2	3.250	01/22/28	7,041.67	-	-	12,458.33	5,416.66	2,282.67	7,699.33
FFCB	NOTE	3133ERZ46	4.250	01/28/28	27,660.42	-	-	52,806.25	25,145.83	982.33	26,128.16
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	1,300.00	-	-	4,300.00	3,000.00	141.99	3,141.99

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
03/01/25-03/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Treasury Note	NOTE	91282CBZ3	1.250	04/30/28	41,781.77	-	-	52,486.19	10,704.42	23,450.21	34,154.63
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	10,866.67	-	-	19,016.67	8,150.00	(850.36)	7,299.64
Treasury Note	NOTE	91282CCR0	1.000	07/31/28	6,729.28	-	414.36	14,337.02	7,193.38	22,231.36	29,424.74
Citibank NA	NOTE	17325FBB	5.800	09/29/28	57,578.66	68,185.25	-	757.61	11,364.20	(2,967.00)	8,397.20
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	25,263.89	-	-	32,347.22	7,083.33	(552.50)	6,530.83
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	9,832.50	-	-	13,474.17	3,641.67	4,752.24	8,393.91
Union Pcific Corporation	NOTE	907818FB9	3.700	03/01/29	-	-	-	6,166.67	6,166.67	1,277.23	7,443.90
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	25,500.00	-	-	31,125.00	5,625.00	638.98	6,263.98
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	22,819.44	-	-	29,277.78	6,458.34	(206.30)	6,252.04
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	-	-	8,525.00	11,883.33	3,358.33	(58.49)	3,299.84
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	-	-	3,273.67	7,015.00	3,741.33	2,559.43	6,300.76
	Subtotal				**$ 1,573,798.74**	**$ 785,270.37**	**$ 59,258.60**	**$ 1,327,542.69**	**$ 479,755.72**	**$ 237,534.33**	**$ 717,290.05**
CASH EQUIVALENTS											
Dreyfus Treasury					-	33,354.05	-	-	33,354.05	-	33,354.05
	Subtotal				**$ -**	**$ 33,354.05**	**$ -**	**$ -**	**$ 33,354.05**	**$ -**	**$ 33,354.05**
LAIF											
Local Agency Investment Fund					104,544.30	-	-	180,064.22	75,519.92	-	75,519.92
	TOTAL				**$ 1,678,343.04**	**$ 818,624.42**	**$ 59,258.60**	**$ 1,507,606.91**	**$ 588,629.69**	**$ 237,534.33**	**$ 826,164.02**

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 03/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/31/25	Dreyfus Trsy Sec CM Investor	09248U718	0.000	03/31/25	03/31/25	$ 702,881	$ 702,881	100.00	$ 702,881	$ -	4.30%	0	1.02%
03/17/25	Treasury Bill	912797NZ6	0.000	04/15/25	04/15/25	1,900,000	1,896,087	99.84	1,896,869	782	4.30%	15	2.74%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	99.86	1,447,950	(6,034)	4.41%	14	2.09%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	99.92	424,680	5,966	4.58%	15	0.61%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/25	625,000	639,205	100.77	629,812	(9,393)	5.62%	18	0.91%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	99.79	1,222,385	32,353	4.28%	22	1.77%
03/19/25	US Bank NA	90331HPP2	2.950	10/22/27	04/22/25	625,000	623,150	99.90	624,383	1,233	4.76%	22	0.90%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	99.84	424,303	(2,329)	4.75%	43	0.61%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	99.86	349,524	(30,549)	4.56%	45	0.51%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	99.83	399,321	(13,273)	4.65%	50	0.58%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	99.46	472,439	5,735	4.22%	58	0.68%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	99.72	398,875	1,271	4.83%	76	0.58%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	99.69	1,595,000	23,187	4.35%	76	2.30%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	99.00	1,732,432	21,998	4.28%	91	2.50%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	99.61	1,195,359	33,234	4.31%	106	1.73%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/25	645,000	640,254	100.02	645,148	4,894	5.79%	113	0.93%
03/18/25	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/25	550,000	553,801	100.92	555,063	1,262	4.68%	113	0.80%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/25	700,000	630,509	97.07	679,516	49,007	4.82%	126	0.98%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	99.63	473,226	(58,091)	4.53%	140	0.68%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	99.57	323,597	1,502	4.69%	154	0.47%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	99.76	423,971	(1,548)	4.60%	161	0.61%
10/11/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	1,000,000	995,940	99.98	999,750	3,810	4.30%	183	1.44%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	97.80	3,085,566	(54,551)	4.25%	221	4.46%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	99.38	412,440	(20,374)	4.35%	290	0.60%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	97.04	1,018,899	69,333	4.39%	303	1.47%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	96.79	1,355,102	85,247	4.10%	334	1.96%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	100.36	2,007,235	3,447	4.09%	336	2.90%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	97.08	873,727	56,563	4.20%	339	1.26%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	97.38	438,215	(17,123)	4.37%	344	0.63%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	100.04	1,250,524	10,986	4.08%	347	1.81%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	375,000	369,385	99.50	373,138	3,753	4.25%	366	0.54%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	98.07	367,755	(21,529)	4.44%	396	0.53%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	97.00	291,014	(24,514)	4.03%	529	0.42%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	97.31	291,932	12,668	4.17%	533	0.42%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	97.41	438,354	24,174	4.16%	554	0.63%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 03/31/25

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	96.96	2,036,098	49,629	3.95%	594	2.94%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,419	96.99	678,918	(41,501)	3.98%	620	0.98%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	2,250,000	1,984,482	93.74	2,109,199	124,717	3.91%	730	3.05%
03/18/25	Comcast Corporation	20030NDK4	3.300	04/01/27	04/01/27	550,000	537,609	98.07	539,402	1,793	4.31%	731	0.78%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,086	95.65	454,330	12,244	4.17%	771	0.66%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	3,750,000	3,421,533	92.76	3,478,418	56,885	3.90%	821	5.03%
03/18/25	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	575,000	557,532	97.26	559,253	1,721	4.08%	863	0.81%
03/18/25	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	550,000	540,447	98.56	542,080	1,633	4.14%	867	0.78%
03/18/25	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	425,000	417,822	98.76	419,727	1,905	4.29%	884	0.61%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	550,000	512,972	96.78	532,279	19,307	5.30%	928	0.77%
03/20/25	Treasury Note	91282CMF5	4.250	01/15/28	01/15/28	3,425,000	3,452,293	100.94	3,457,109	4,816	3.89%	1020	5.00%
03/18/25	PNC Bank NA	39353RFJ2	3.250	01/22/28	01/22/28	550,000	531,361	96.89	532,869	1,508	4.44%	1027	0.77%
03/18/25	Pepsico Inc	713448FL7	3.600	02/18/28	02/18/28	125,000	122,811	98.57	123,209	398	4.13%	1054	0.18%
03/20/25	FFCB	3133ER4Q1	4.250	02/24/28	02/24/28	3,500,000	3,527,790	100.90	3,531,622	3,832	3.92%	1060	5.10%
03/18/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	3,500,000	3,545,465	101.62	3,556,543	11,078	3.91%	1075	5.14%
03/18/25	Public Service Electric And Gas	74456QBX3	3.650	09/01/28	09/01/28	150,000	145,974	97.89	146,828	854	4.32%	1250	0.21%
09/17/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	615,000	646,834	104.10	640,201	(6,633)	4.52%	1278	0.93%
03/18/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	4,000,000	3,644,531	91.59	3,663,750	19,219	3.91%	1310	5.29%
03/18/25	Abbvie Inc	00287YBF5	4.250	11/14/28	11/14/28	550,000	546,865	99.72	548,481	1,616	4.33%	1324	0.79%
03/18/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	600,000	549,204	91.91	551,485	2,281	4.29%	1350	0.80%
03/18/25	Bristol-Myers Squibb Co	110122EF1	4.900	02/22/29	02/22/29	550,000	557,821	101.66	559,126	1,305	4.43%	1424	0.81%
03/18/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	550,000	534,221	97.50	536,248	2,027	4.40%	1431	0.77%
03/20/25	Treasury Note	91282CEE7	2.380	03/31/29	03/31/29	3,650,000	3,432,141	94.30	3,442,121	9,980	3.93%	1461	4.97%
03/18/25	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	550,000	527,999	96.42	530,314	2,315	4.35%	1476	0.77%
03/18/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	425,000	430,698	101.72	432,303	1,605	4.54%	1506	0.62%
03/18/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	550,000	553,277	100.83	554,540	1,263	4.44%	1598	0.80%
03/18/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	600,000	555,629	93.21	559,244	3,615	4.15%	1599	0.81%
03/25/25	FHLMC Reference Notes	3134A3U46	6.750	09/15/29	09/15/29	750,000	831,547	111.13	833,482	1,935	4.00%	1629	1.20%
03/19/25	FNMA Benchmark Note	31359MFJ7	7.130	01/15/30	01/15/30	3,000,000	3,389,339	113.33	3,399,898	10,559	4.03%	1751	4.91%
03/18/25	Duke Energy Carolinas	26442CBP8	4.850	03/15/30	03/15/30	425,000	428,110	101.00	429,238	1,128	4.62%	1810	0.62%
		Subtotal				**$ 70,082,881**	**$ 68,702,569**		**$ 69,198,700**	**$ 496,131**	**4.19%**	**733**	**100.00%**
	PFC Bank Balance						1,986,095						
		TOTAL					**$ 70,688,664**						

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 03/31/25

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
03/04/25	Treasury Bill	912797NR4	0.000	03/18/25	$ 2,300,000.00	99.84702	$ 2,296,481.35	$ -
03/06/25	Treasury Bill	912797NR4	0.000	03/18/25	500,000.00	99.86999	499,349.93	-
03/17/25	Treasury Bill	912797NZ6	0.000	04/15/25	475,000.00	99.67081	473,436.33	-
03/18/25	Abbvie Inc	00287YBF5	4.250	11/14/28	550,000.00	99.43000	546,865.00	(8,116.32)
03/18/25	Alabama Power Company	010392FY9	3.750	09/01/27	425,000.00	98.31100	417,821.75	(796.88)
03/18/25	Bank of New York Mellon	06406RBX4	4.890	07/21/28	550,000.00	100.69100	553,800.50	(4,333.08)
03/18/25	Bristol-Myers Squibb Co	110122EF1	4.900	02/22/29	550,000.00	101.42200	557,821.00	(2,021.25)
03/18/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	550,000.00	100.59600	553,278.00	(2,415.42)
03/18/25	Citibank NA	17325FBB3	5.800	09/29/28	250,000.00	103.88000	259,700.00	(6,850.76)
03/18/25	Comcast Corporation	20030NDK4	3.300	04/01/27	550,000.00	97.74700	537,608.50	(8,470.00)
03/18/25	Duke Energy Carolinas	26442CBP8	4.850	03/15/30	425,000.00	100.73200	428,111.00	(4,179.76)
03/18/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	600,000.00	92.60500	555,630.00	(1,342.00)
03/18/25	FHLB	3130ATS57	4.500	03/10/28	3,500,000.00	101.29900	3,545,465.00	(3,937.50)
03/18/25	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	100,000.00	96.93500	96,935.00	(130.00)
03/18/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	600,000.00	91.53400	549,204.00	(3,135.00)
03/18/25	Meta Platforms Inc	30303M8G0	3.500	08/15/27	550,000.00	98.26300	540,446.50	(1,818.06)
03/18/25	Pepsico Inc	713448FL7	3.600	02/18/28	125,000.00	98.24900	122,811.25	(387.50)
03/18/25	PNC Bank NA	39353RFJ2	3.250	01/22/28	550,000.00	96.61100	531,360.50	(2,830.21)
03/18/25	Procter & Gamble Co	742718EV7	2.850	08/11/27	575,000.00	96.96200	557,531.50	(1,729.79)
03/18/25	Public Service Electric And Gas	74456QBX3	3.650	09/01/28	150,000.00	97.31600	145,974.00	(273.75)
03/18/25	Target Corporation	87612EBH8	3.380	04/15/29	550,000.00	96.00000	528,000.00	(7,940.63)
03/18/25	Treasury Note	91282CDF5	1.380	10/31/28	4,000,000.00	91.11328	3,644,531.25	(21,118.78)
03/18/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	550,000.00	97.13100	534,220.50	(1,017.50)
03/18/25	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	100,000.00	96.31700	96,317.00	(1,261.94)
03/18/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	425,000.00	101.34100	430,699.25	(7,319.44)
03/19/25	FNMA Benchmark Note	31359MFJ7	7.130	01/15/30	3,000,000.00	112.97800	3,389,340.00	(38,593.75)
03/19/25	US Bank NA	90331HPP2	2.950	10/22/27	550,000.00	99.67800	548,229.00	(10,190.83)
03/20/25	FFCB	3133ER4Q1	4.250	02/24/28	2,000,000.00	100.78800	2,015,760.00	(6,375.00)
03/20/25	Treasury Note	912828ZV5	0.500	06/30/27	2,750,000.00	92.57422	2,545,791.02	(3,038.67)
03/20/25	Treasury Note	91282CEE7	2.380	03/31/29	3,650,000.00	94.03125	3,432,140.63	(40,962.23)
03/20/25	Treasury Note	91282CMF5	4.250	01/15/28	3,425,000.00	100.79688	3,452,292.97	(26,136.91)
03/21/25	FFCB	3133ER4Q1	4.250	02/24/28	1,500,000.00	100.80200	1,512,030.00	(5,312.50)
03/25/25	FHLMC Reference Notes	3134A3U46	6.750	09/15/29	750,000.00	110.87300	831,547.50	(1,546.88)

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 03/31/25

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
03/31/25	Bank of America Corp	06051GLA5	4.830	07/22/26	150,000.00	100.05000	150,075.00	(1,387.76)
03/31/25	Loews Corporation	540424AS7	3.750	04/01/26	75,000.00	99.56500	74,673.75	-
03/31/25	Morgan Stanley	61747YEX9	6.140	10/16/26	100,000.00	100.78700	100,787.00	(2,813.25)
03/31/25	Treasury Bill	912797NZ6	0.000	04/15/25	1,425,000.00	99.83511	1,422,650.33	-
03/31/25	US Bank NA	90331HPP2	2.950	10/22/27	75,000.00	99.89400	74,920.50	(1,492.94)
TOTAL PURCHASES					**$ 38,950,000.00**		**$ 38,553,636.81**	**$ (229,276.29)**

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
02/04/25	Treasury Bill	912797NK9	0.000	03/04/25	$ 2,250,000.00	99.68219	$ 2,242,849.22	$ 7,150.78
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	$ 450,000.00	105.44857	474,518.56	(24,518.56)
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	435,000.00	109.14732	474,790.84	(39,790.84)
01/21/25	Treasury Bill	912797NR4	0.000	03/18/25	14,200,000.00	99.72132	14,160,427.98	39,572.02
02/11/25	Treasury Bill	912797KJ5	0.000	03/20/25	$ 12,250,000.00	99.59370	12,200,228.08	49,771.92
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	1,600,000.00	99.44531	1,591,125.00	8,875.00
TOTAL MATURITIES					**$ 31,185,000.00**		**$ 31,143,939.68**	**$ 41,060.32**

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	03/20/25	50,000.00	100.00000	$ 50,000.00	$ 54,979.00	$ (4,979.00)
								-		-
								-		-
								-		-
								-		-
						$ 50,000.00		**$ 50,000.00**	**$ 54,979.00**	**$ (4,979.00)**

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
03/01/25-03/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Treasury Bill	NOTE	912797NR4	0.000	03/18/25	-	-	-	-	-	-	-
Treasury Bill	NOTE	912797NK9	0.000	03/04/25	-	-	-	-	-	-	-
Treasury Bill	NOTE	912797KJ5	0.000	03/20/25	-	-	-	-	-	-	-
Exxon Mobil Corp	NOTE	30231GAF9	2.709	03/06/25	5,925.94	6,095.26	-	-	169.32	-	169.32
Ace InA Holdings Inc	NOTE	00440EAS6	3.150	03/15/25	6,318.38	6,851.25	-	-	532.87	-	532.87
Treasury Note	NOTE	912828ZF0	0.050	03/31/25	3,340.66	4,000.00	-	-	659.34	-	659.34
General Dynamics Corporation	NOTE	369550BK3	3.250	04/01/25	677.08	762.85	-	-	85.77	-	85.77
Treasury Bill	NOTE	912797NZ6	0.000	04/15/25	-	-	-	-	-	781.84	781.84
Federal Home Loan Banks	NOTE	3130AJHU6	0.500	04/14/25	2,759.03	-	-	3,363.19	604.16	(74.30)	529.86
Home Depot Inc	NOTE	437076CM2	2.700	04/15/25	4,335.00	-	-	5,291.25	956.25	178.07	1,134.32
FNMA	NOTE	3135G03U5	0.630	04/22/25	2,743.49	-	-	3,381.51	638.02	1,029.98	1,668.00
Caterpillar Financial Services	NOTE	14913R2V8	3.400	05/13/25	4,335.00	-	-	5,539.17	1,204.17	(46.43)	1,157.74
General Dynamics Corporation	NOTE	369550BG2	3.500	05/15/25	3,606.94	-	-	4,627.78	1,020.84	(635.58)	385.26
Qualcomm Incorporated	NOTE	747525AF0	3.450	05/20/25	3,871.67	-	-	5,021.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	717081EX7	0.800	05/28/25	981.67	-	-	1,298.33	316.66	204.10	520.76
Cisco Systems Inc	NOTE	17275RAW2	3.500	06/15/25	2,955.56	-	-	4,122.22	1,166.66	66.68	1,233.34
Treasury Note	NOTE	91282CEU1	2.875	06/15/25	9,604.40	-	-	13,521.98	3,917.58	859.21	4,776.79
Treasury Note	NOTE	912828ZW3	0.250	06/30/25	725.14	-	-	1,099.79	374.65	933.67	1,308.32
Treasury Note	NOTE	91282CEY3	3.000	07/15/25	4,475.14	-	-	7,558.01	3,082.87	1,155.63	4,238.50
State Street Corporation	NOTE	857477AT0	3.550	08/18/25	608.92	-	-	2,014.13	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	12189LAY7	3.650	09/01/25	-	-	-	988.54	988.54	75.47	1,064.01
John Deere Capital Corp	NOTE	24422EWJ4	4.050	09/08/25	8,271.56	8,606.25	-	1,099.69	1,434.38	(14.46)	1,419.92
FFCB	NOTE	3133ENP95	4.250	09/30/25	17,826.39	21,250.00	-	118.06	3,541.67	114.04	3,655.71
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	4,995.42	-	-	6,310.00	1,314.58	311.02	1,625.60
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	1,882.49	-	-	3,110.19	1,227.70	(343.47)	884.23
FHLB	NOTE	3130AKQX7	0.700	01/28/26	673.75	-	-	1,286.25	612.50	2,769.32	3,381.82
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	19.02	-	-	608.70	589.68	3,731.37	4,321.05
FFCB	NOTE	3133EPCF0	4.500	03/02/26	44,750.00	45,000.00	-	7,250.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	3130ALHH0	0.960	03/05/26	4,224.00	4,320.00	-	624.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	3,206.25	3,375.00	-	393.75	562.50	(98.18)	464.32

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
03/01/25-03/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FHLB	NOTE	3130AUU36	4.130	03/13/26	24,062.50	25,781.25	-	2,578.13	4,296.88	284.82	4,581.70
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	4,687.50	5,625.00	-	-	937.50	153.75	1,091.25
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	3,250.00	-	-	4,062.50	812.50	(264.67)	547.83
Bank of America Corp	NOTE	06051GLA5	4.830	07/22/26	2,588.48	-	1,387.76	5,967.38	1,991.14	117.99	2,109.13
FHLB	NOTE	3130A8XY4	1.880	09/11/26	2,656.25	2,812.50	-	312.50	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	3,112.50	3,375.00	-	300.00	562.50	519.84	1,082.34
Pepsico Inc	NOTE	713448DN5	2.380	10/06/26	4,304.69	-	387.50	5,195.31	503.12	831.09	1,334.21
Morgan Stanley	NOTE	61747YEX9	6.140	10/16/26	12,084.19	-	2,813.25	17,582.81	2,685.37	(312.24)	2,373.13
Treasury Note	NOTE	912828U24	2.000	11/15/26	12,298.34	-	-	15,895.03	3,596.69	2,738.89	6,335.58
FHLB	NOTE	3130A9YY1	2.130	12/11/26	3,305.56	-	-	4,545.14	1,239.58	(346.67)	892.91
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	468.00	-	130.00	1,152.67	554.67	1,431.67	1,986.34
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	5,872.25	7,031.25	-	38.42	1,197.42	5,418.73	6,616.15
Comcast Corporation	NOTE	20030NDK4	3.300	04/01/27	-	9,075.00	8,470.00	-	605.00	203.14	808.14
Chevron Corp	NOTE	166764BX7	2.000	05/11/27	2,895.52	-	-	3,685.21	789.69	688.84	1,478.53
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	828.73	-	3,038.67	4,713.40	846.00	5,161.32	6,007.32
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	-	-	1,729.79	2,276.04	546.25	243.18	789.43
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	-	-	1,818.06	2,459.72	641.66	132.38	774.04
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	-	-	796.88	1,328.13	531.25	97.66	628.91
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	5,015.00	-	1,261.94	7,481.53	1,204.59	643.88	1,848.47
US Bank NA	NOTE	90331HPP2	2.950	10/22/27	-	-	11,683.77	12,441.20	757.43	20.90	778.33
Treasury Note	NOTE	91282CMF5	4.250	01/15/28	-	-	26,136.91	30,560.08	4,423.17	(291.48)	4,131.69
PNC Bank NA	NOTE	39353RFJ2	3.250	01/22/28	-	-	2,830.21	3,426.04	595.83	218.65	814.48
Pepsico Inc	NOTE	713448FL7	3.600	02/18/28	-	-	-	537.50	537.50	25.04	562.54
FFCB	NOTE	3133ER4Q1	4.250	02/24/28	-	-	11,687.50	15,288.19	3,600.69	(229.87)	3,370.82
FHLB	NOTE	3130ATS57	4.500	03/10/28	-	-	3,937.50	9,187.50	5,250.00	(509.41)	4,740.59
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	-	-	4,333.08	5,229.58	896.50	(37.94)	858.56
Public Service Electric And Gas	NOTE	74456QBX3	3.650	09/01/28	-	-	273.75	456.25	182.50	38.90	221.40
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	8,943.07	17,844.23	6,850.76	198.27	2,248.67	(549.27)	1,699.40
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	-	-	21,118.78	23,093.91	1,975.13	3,495.53	5,470.66
Abbvie Inc	NOTE	00287YBF5	4.250	11/14/28	-	-	8,116.32	8,895.49	779.17	28.61	807.78
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	-	-	3,135.00	3,515.00	380.00	454.55	834.55

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
03/01/25-03/31/25

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Bristol-Myers Squibb Co	NOTE	110122EF1	4.900	02/22/29	-	-	2,021.25	2,919.58	898.33	(66.42)	831.91
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	-	-	1,017.50	1,695.83	678.33	133.16	811.49
Treasury Note	NOTE	91282CEE7	2.380	03/31/29	-	43,343.75	40,962.23	236.85	2,618.37	1,629.13	4,247.50
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	-	-	7,940.63	8,559.38	618.75	180.08	798.83
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	-	-	7,319.44	8,027.78	708.34	(45.72)	662.62
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	-	-	2,415.42	3,267.92	852.50	(24.80)	827.70
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	-	-	1,342.00	1,830.00	488.00	335.50	823.50
FHLMC Reference Notes	NOTE	3134A3U46	6.750	09/15/29	-	-	1,546.88	2,250.00	703.12	(253.41)	449.71
FNMA Benchmark Note	NOTE	31359MFJ7	7.130	01/15/30	-	-	38,593.75	45,125.00	6,531.25	(2,468.44)	4,062.81
Duke Energy Carolinas	NOTE	26442CBP8	4.850	03/15/30	-	-	4,179.76	4,866.84	687.08	(20.79)	666.29
	Subtotal				**$ 239,485.48**	**$ 215,148.59**	**$ 229,276.29**	**$ 349,810.32**	**$ 96,197.14**	**$ 31,305.57**	**$ 127,502.71**
CASH EQUIVALENTS											
Dreyfus Trsy Sec CM Investor					-	12,009.87	-	-	12,009.87	-	12,009.87
	Subtotal				**$ -**	**$ 12,009.87**	**$ -**	**$ -**	**$ 12,009.87**	**$ -**	**$ 12,009.87**
	TOTAL				**$ 239,485.48**	**$ 227,158.46**	**$ 229,276.29**	**$ 349,810.32**	**$ 108,207.01**	**$ 31,305.57**	**$ 139,512.58**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND NINE MONTHS ENDED MARCH 31, 2025 & 2024

	Monthly Performance					MARCH 2025	Fiscal YTD Performance (July 2024 - March 2025)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Mar 2025	Budget Mar 2025	Actual $ Prior Year Mar 2024	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
						OPERATING ACTIVITY					
						CASH RECEIPTS FROM OPERATIONS					
1	$351,733	$340,417	$337,440	(2)	$11,316	Landing/Fuel Fees	$4,634,763	$3,635,751	$3,569,761	(2)	$999,012
2	2,900,270	2,310,909	2,237,735	(3)	589,361	Parking Fees	25,777,124	23,182,197	21,789,759	(3)	2,594,927
3	1,189,533	1,148,314	1,707,937	(4)	41,219	Rental/Concession Receipts - Terminal Building	13,736,393	11,775,827	12,987,780	(4)	1,960,566
4	969,319	1,329,186	1,442,091	(5)	(359,867)	Rental Receipts - Other Buildings	11,939,575	11,962,674	12,148,537	(5)	(23,099)
5	302,206	249,583	326,866	(6)	52,623	Ground Transportation	3,239,035	2,714,247	2,970,282	(6)	524,788
6	150,725	98,333	235,355	(7)	52,392	Other Receipts	1,578,765	884,997	1,431,219	(7)	693,768
7	436,057	659,236	846,136	(8)	(223,179)	Investment Receipts - Treasurer/Other Interest Earned	2,909,027	5,931,875	4,314,571	(8)	(3,022,848)
8	$6,299,843	$6,135,978	$7,133,560	(1)	$163,865		$63,814,682	$60,087,568	$59,211,909	(1)	$3,727,114
						CASH DISBURSEMENTS FROM OPERATIONS					
9	($93,629)	($112,290)	($116,291)	(10)	$18,661	Administrative Supplies & Costs	($1,143,613)	($1,227,310)	($1,082,370)	(10)	$83,697
10	(306,285)	(394,183)	(548,351)	(11)	87,898	Operating Supplies & Maintenance	(3,311,155)	(3,882,138)	(3,481,778)	(11)	570,983
11	(2,863,358)	(3,177,296)	(2,837,751)	(12)	313,938	Contractual Operating Costs	(26,170,265)	(28,595,664)	(25,451,702)	(12)	2,425,399
12	(348,238)	(521,549)	(539,584)	(13)	173,311	Contractual Professional Services	(5,231,312)	(6,913,941)	(4,987,883)	(13)	1,682,629
13	(707,442)	(681,572)	(654,533)	(14)	(25,870)	Wages & Benefits	(6,006,736)	(6,306,166)	(5,442,389)	(14)	299,430
14	(142,922)	(119,558)	(103,347)	(15)	(23,364)	Other Operating Costs	(848,649)	(1,076,022)	(927,362)	(15)	227,373
15	0	0	(1,522,500)		0	Bond Debt Service – 2015 Bonds	0	0	(4,567,500)		0
16	0	0	0	(16)	0	Parking Tax	(2,718,229)	(2,537,208)	(2,375,321)	(16)	(181,021)
17	($4,461,874)	($5,006,448)	($6,322,357)	(9)	$544,574		($45,429,959)	($50,538,449)	($48,316,305)	(9)	$5,108,490
						INCREASE (DECREASE) IN CASH FROM OPERATIONS					
18	**$1,837,969**	**$1,129,530**	**$811,203**		**$708,439**		**$18,384,723**	**$9,549,119**	**$10,895,604**		**$8,835,604**
						FACILITY IMPROVEMENT TRANSACTIONS					
						CASH DISBURSEMENTS					
19	($87,058)	($125,000)	($37,201)	(17)	$37,942	Noise Mitigation Program Costs	($446,749)	($1,125,000)	($37,201)	(17)	$678,251
20	(4,074)	(1,673,472)	(353,132)	(18)	1,669,398	Other Facility Improvement Program Project Costs	(2,706,346)	(7,971,585)	(4,236,964)	(18)	5,265,239
21	($91,132)	($1,798,472)	($390,333)		$1,707,340		($3,153,095)	($9,096,585)	($4,274,165)		$5,943,490
						CASH RECEIPTS FROM FUNDING SOURCES					
22	$0	$201,475	$0	(17)	($201,475)	FAA Grants - Noise Mitigation Program	$298,961	$805,900	$0	(17)	($506,939)
23	0	0	23,366	(19)	0	FAA Grants - Facility Improvement Program	883,937	878,029	166,104	(19)	5,908
24	0	1,027,596	0	(20)	(1,027,596)	Passenger Facility Charge Receipts/Reserves	317,343	3,043,168	535,041	(20)	(2,725,825)
25	0	100,000	0	(21)	(100,000)	Customer Facility Charge Reserves	109,103	475,000	59,200	(21)	(365,897)
26	$0	$1,329,071	$23,366		($1,329,071)		$1,609,344	$5,202,097	$760,345		($3,592,753)
						INCREASE (DECREASE) – FACILITY / NOISE MITIGATION TRANSACTIONS					
27	**($91,132)**	**($469,401)**	**($366,967)**		**$378,269**		**($1,543,751)**	**($3,894,488)**	**($3,513,820)**		**$2,350,737**
						FEDERAL RELIEF GRANT FUNDS					
28	$0	$0	$0	(22)	$0	ARPA Grant Funds	$0	$0	$733,646	(22)	$0
						NET INCREASE (DECREASE) IN CASH FROM OPERATIONS					
29	**$1,746,837**	**$660,129**	**$444,236**		**$1,086,708**		**$16,840,972**	**$5,654,631**	**$8,115,430**		**$11,186,341**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND NINE MONTHS ENDED MARCH 31, 2025 & 2024

	Monthly Performance					MARCH 2025	Fiscal YTD Performance (July 2024 - March 2025)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Mar 2025	Budget Mar 2025	Actual $ Prior Year Mar 2024	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
29	**$1,746,837**	**$660,129**	**$444,236**		**$1,086,708**	**NET INCREASE (DECREASE) IN CASH FROM OPERATIONS**	**$16,840,972**	**$5,654,631**	**$8,115,430**		**$11,186,341**
						REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")					
						CASH DISBURSEMENTS [1]					
30	($100,941,404)	($41,399,000)	($15,020,401)	(23)	($59,542,404)	Replacement Passenger Terminal Project Costs	($307,535,874)	($369,065,000)	($45,110,599)	(23)	$61,529,126
						CASH RECEIPTS FROM FUNDING SOURCES					
31	$0	$0	$0	(24)	$0	FAA Grants - Replacement Passenger Terminal Project	$14,386,594	$14,386,594	$0	(24)	$0
32	1,676,899	1,676,899	1,606,933	(24)	0	Passenger Facility Charge Receipts/Reserves	5,085,592	5,085,592	14,029,502	(24)	0
33	93,265,141	93,265,141	0	(24)	0	Bond Reimbursement - 2024 Revenue Bond	297,801,074	297,801,074	0	(24)	0
34	$94,942,040	$94,942,040	$1,606,933		$0		$317,273,260	$317,273,260	$14,029,502		$0
						INCREASE (DECREASE) - RPT PROJECT TRANSACTIONS					
35	**($5,999,364)**	**$53,543,040**	**($13,413,468)**		**($59,542,404)**		**$9,737,386**	**($51,791,740)**	**($31,081,097)**		**$61,529,126**
						NET INCREASE (DECREASE) IN CASH - TOTAL					
36	**($4,252,527)**	**$54,203,169**	**($12,969,232)**		**($58,455,696)**		**$26,578,358**	**($46,137,109)**	**($22,965,667)**		**$72,715,467**

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND NINE MONTHS ENDED MARCH 31, 2025 & 2024

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

FY 2025 Replacement Passenger Terminal ("RPT") Project expenditures are primarily funded through the Bipartisan Infrastructure Law grants, FAA-approved use of Passenger Facility Charge ("PFC") fees, and proceeds from the 2024 Revenue Bonds.

The FY 2025 Non-RPT Capital Program expenditures are primarily funded through the following sources:
– FAA-approved PFC program receipts/reserves;
– Grants; and
– Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

FY 2025 projected operational activity has been based essentially flat to FY 2024 levels. The Authority's Adopted FY 2025 budget is based on the following quarterly activity assumptions to reflect seasonal fluctuations:
- Q1 (July - September): 1,647,000 (represents 27% of total)
- Q2 (October - December): 1,586,000 (represents 26% of total)
- Q3 (January - March): 1,220,000 (represents 20% of total)
- Q4 (April - June): 1,647,000 (represents 27% of total)

Passengers increased by 7.43% FYTD March when compared to the same period in FY 2024, and favorable to the budget assumption by 10.05%. Overall financial performance in FYTD March remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND NINE MONTHS ENDED MARCH 31, 2025 & 2024

NOTE (1) – ***Cash Receipts from Operations***

Cash receipts from operations exceed the budget FYTD March. On an accrual basis, operating revenues exceed the budget FYTD March by $6,092,826. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – ***Landing/Fuel Fees***

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of $0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by $458,047 FYTD March.

NOTE (3) – ***Parking Fees***

Parking fee revenues performed above the budget forecast FYTD March. Accrual basis Parking Fees exceed the budget by $2,398,830 FYTD March.

NOTE (4) – ***Rental/Concession Receipts - Terminal Building***

Terminal Building rental/concession receipts exceed the budget FYTD March partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by $1,440,233 FYTD March.

NOTE (5) – ***Rental Receipts - Other Buildings***

Other Buildings rental receipts are fairly flat to budget FYTD March. Accrual basis Other Building rents are $378,088 above budget expectations FYTD March due to CPI adjustments.

NOTE (6) – ***Ground Transportation***

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by $506,958 FYTD March.

NOTE (7) – ***Other Receipts***

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are $527,508 ahead of budget FYTD March.

NOTE (8) – ***Investment Receipts - Treasurer***

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by $383,162 FYTD March.

NOTE (9) – ***Cash Disbursements from Operations***

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD March. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – ***Administrative Supplies & Costs***

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND NINE MONTHS ENDED MARCH 31, 2025 & 2024

NOTE (11) – *Operating Supplies & Maintenance*

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – *Contractual Operating Costs*

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – *Contractual Professional Services*

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (14) – *Wages and Benefits*

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023.

NOTE (15) – *Other Operating Costs*

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – *Parking Tax*

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering the months of January, February and March 2025, is due April 2025.

NOTE (17) – *Noise Mitigation Program*

FAA Grants and a PFC match are budgeted to partially fund the multi-year Part 150 Update project. This project commenced Q3 FY 2024 and is ongoing.

NOTE (18) – *Other Facility Improvement Program Projects*

Other Facility Improvement Program Project costs on a cash basis are below the budget FYTD March.

NOTE (19) – *FAA Grants – Facility Improvement Program Projects*

FAA Grants are budgeted to partially fund a new ARFF vehicle. The Authority accepted delivery of the vehicle in November 2024 and grant reimbursement was received in February 2025.

NOTE (20) – *Passenger Facility Charge Receipts/Reserves*

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the construction of the Runway and Taxiway Shoulder Rehabilitation, a new ARFF vehicle, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND NINE MONTHS ENDED MARCH 31, 2025 & 2024

NOTE (21) – *Customer Facility Charge Reserves*

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project is budgeted to be funded by Customer Facility Charge Reserves and was completed December 2024.

NOTE (22) – *Federal Relief Grant Funds*

All available non-concessionaire federal relief funds were utilized towards FY 2023 bond debt service and personnel costs. The remaining FAA approved use of awarded concessionaire relief funds ($2,560,425) apply only as direct payments to qualifying concessionaires.

NOTE (23) – *Replacement Passenger Terminal Project*

The Authority programmed appropriations in the amount of $506,848,000 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD March by $61,529,126 primarily due to the timing of payments. The majority of cash expenditures FYTD March are related to Holder, Pankow, TEC JV ($279,209,262), including retention payments to the escrow bank, and City of Burbank Water and Power Aid-in-Construction Deposits ($20,755,970).

NOTE (24) – *Replacement Passenger Terminal Project Funding Sources*

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards (e.g. BIL), FAA approved Passenger Facility Charge fees and Bond Reimbursements (2024 Revenue Bonds).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS

MONTH AND NINE MONTHS ENDED MARCH 31, 2025 & 2024

	Monthly Performance					MARCH 2025	Fiscal YTD Performance (July 2024 - March 2025)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Mar 2025	Budget Mar 2025	Actual $ Prior Year Mar 2024	Note	Variance Actual Vs. Budget		Actual $ Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
37	$478,383	$333,333	$393,143	(1)	$145,050	Customer Facility Charge Receipts	$4,242,733	$3,649,999	$3,914,699	(1)	$592,734
38	0	0	0		0	Federal Relief Grant Funds - 2012 Bond Debt Service	0	0	859,449		0
39	90,852	85,914	102,703	(2)	4,938	Facility Rent	839,822	773,223	969,968	(2)	66,599
40	(486,095)	(486,095)	(486,036)		0	Payments to Bond Trustee for 2012 Bond Debt Service	(4,324,716)	(4,374,852)	(4,374,324)		50,136
41	**$83,140**	**($66,848)**	**$9,810**	(3)	**$149,988**		**$757,839**	**$48,370**	**$1,369,792**	(3)	**$709,469**

General Comments

The debt service on the 2012 Revenue Bonds is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – ***Customer Facility Charge ("CFC") Receipts***

CFCs of $6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

Note (2) – ***Facility Rent***

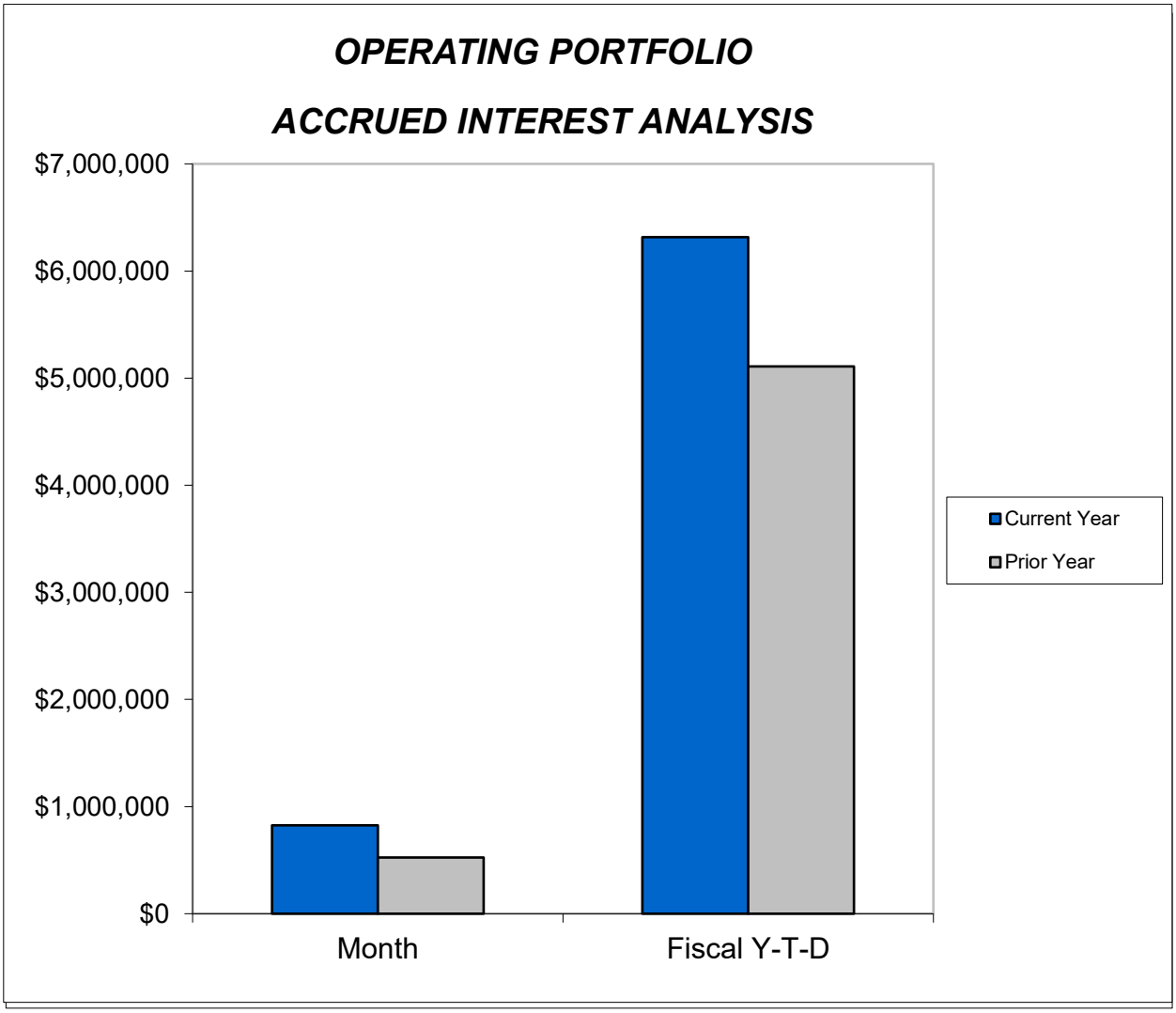
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

Note (3) – ***Net RITC / ConRAC Facility Payments and Collections***

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement wit the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	Mar 2025	Mar 2024
Accrued Interest Revenue - Month	**$826,164**	**$525,762**
Accrued Interest Revenue - FYTD	**$6,315,037**	**$5,109,342**
Month End Portfolio Balance (cost)	**$288,799,396**	**$259,701,681**
Yield to Maturity	**4.19%**	**5.02%**

Supplement to the March 2025 Treasurer's Report

FYTD March 2025 Cash Disbursements

Facility Improvement Transactions

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FY 2025 Cash Disbursements - Facility Improvement Transactions

	PROJECT DESCRIPTION	Annual Budgeted Cost	FYTD 2025 (Jul - Mar) Budgeted Cost	FYTD 2025 (Jul - Mar) Cash Basis Cost	FYTD 2025 (Jul - Mar) Budget Variance Fav. / (Unfav.)	Project Status FYTD 2025 (Jul 2024 - Mar 2025)
BUILDING IMPROVEMENTS						
1)	Minor Building Improvements	420,000	280,002	67,540	212,462	Ongoing
2)	Hangar 5 Rehabilitation - RPT Storage	275,000	183,336	-	183,336	Project has commenced
3)	RITC Art in Public Places	175,000	175,000	109,103	65,897	Project completed Q2 of FY 2025
4)	Bldg 36 Security/Ram Access Doors Replacement	130,000	130,000	-	130,000	Project has commenced
TOTAL BUILDING IMPROVEMENTS		**$ 1,000,000**	**$ 768,338**	**$ 176,643**	**$ 591,695**	
IT/COMMUNICATIONS/SECURITY						
5)	Communications Center Equipment (completion)	475,000	475,000	288,184	186,816	Project completion estimated Q4 of FY 2025
6)	Telephone System Rehabilitation	300,000	150,000	-	150,000	Project under review for FY 2025
7)	Fiber Optic Loop Completion	225,000	112,500	-	112,500	Project under review for FY 2025
8)	DVSS Hardware Replacement/Upgrades	200,000	150,000	-	150,000	Ongoing
9)	Mobile Police Firearms Training Range	250,000	250,000	175,158	74,842	Project completion estimated Q4 of FY 2025
TOTAL IT/COMMUNICATIONS/SECURITY		**$ 1,450,000**	**$ 1,137,500**	**$ 463,342**	**$ 674,158**	
EQUIPMENT						
10)	ARFF Rescue Vehicle Replacement (carryover)	1,132,000	1,132,000	1,132,425	(425)	Equipment delivered Q2 of FY 2025
11)	North Tower Escalator Rehabilitation	600,000	300,000	-	300,000	Project under review for FY 2025
12)	Shuttle EV Charger Infrastructure	500,000	245,000	-	245,000	Project completion estimated Q4 of FY 2025
13)	Airfield Maintenance Equipment (Tractor, Mower)	175,000	175,000	157,701	17,299	Equipment delivered Q2 of FY 2025
TOTAL EQUIPMENT		**$ 2,407,000**	**$ 1,852,000**	**$ 1,290,126**	**$ 561,874**	
RUNWAY / TAXIWAY / ROADWAY PROJECTS						
14)	Runway/Taxiway Shoulder Rehabilitation	6,000,000	2,450,000	24,137	2,425,863	Ongoing
15)	SW Ramp Area & Maint Yard	500,000	245,000	-	245,000	Project scheduled to commence Q4 of FY 2025
16)	Relocation of PAPI	-	-	20,988	(20,988)	Accrued FY 2024 costs for completed costs
TOTAL RUNWAY/TAXIWAY/ROADWAY		**$ 6,500,000**	**$ 2,695,000**	**$ 45,125**	**$ 2,649,875**	
NOISE MITIGATION						
17)	Part 150 Update	$ 1,500,000	1,125,000	446,749	$ 678,251	Ongoing
TOTAL NOISE MITIGATION		**$ 1,500,000**	**$ 1,125,000**	**$ 446,749**	**$ 678,251**	
O & M CAPITAL		**$ 1,230,000**	**$ 1,028,747**	**$ 731,110**	**$ 297,637**	Ongoing
SUB TOTAL		**$ 14,087,000**	**$ 8,606,585**	**$ 3,153,095**	**$ 5,453,490**	
DEVELOPMENT						
18)	Replacement Passenger Terminal Project	506,848,000	369,065,000	307,535,874	61,529,126	Ongoing
19)	SEQ Phase 1 - RPS Reconfig. Design/Development	500,000	245,000	-	245,000	Project scheduled to commence Q4 of FY 2025
20)	SEQ Phase 2 - Roadway Reconfiguration, Design	500,000	245,000	-	245,000	Project scheduled to commence Q4 of FY 2025
TOTAL DEVELOPMENT		**$ 507,848,000**	**$ 369,555,000**	**$ 307,535,874**	**$ 62,019,126**	
TOTAL		**$ 521,935,000**	**$ 378,161,585**	**$ 310,688,969**	**$ 67,472,616**	

Supplement to the March 2025 Treasurer's Report

FYTD March 2025 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
FY 2025 Cash Expenditures: Authorized Contracts

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	March 2025 Cash Expenditures	FYTD 2025 (Jul - Mar) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
AECOM **(1a)**	Program Management Services	$ 4,172,454	N/A	-	-	N/A	$ 4,172,454
Jacobs Project Management Company **(1a)**	Program Management Services	8,993,803	25,048,752	1,187,140	5,768,388	10,286,561	14,762,191
Airport & Aviation Professionals Inc. (AvAirPros) **(1b)**	Airline Technical & Financial Coordination Services	511,528	350,000	24,446	191,578	158,422	703,106
Airport Projects **(1b)**	Technical Support	7,498	69,315	-	72,040	(2,725)	79,538
ATX **(1b)**	Technical Support	-	72,000	-	66,375	5,625	66,375
Conway Consulting **(1b)**	Technical Support	395,727	150,000	5,006	25,640	124,360	421,367
Georgino Development **(1b)**	Strategic Planning Services	142,800	60,000	4,800	43,200	16,800	186,000
Public Resources Advisory Group (PRAG) **(1b)**	Financial Advisory Services	517,419	275,000	8,148	65,139	209,861	582,558
Ricondo & Associates **(1b)**	Financial Feasibility Services	831,922	340,000	38,957	118,868	221,132	950,790
Geosyntec Consultants **(1c)**	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Holder, Pankow, TEC JV **(1d)**	Design Builder	82,586,282	1,076,744,040	92,675,728	262,452,339	714,948,496	361,795,544
Truist Bank **(1d)**	Design Builder - Retention Escrow Account			6,684,487	16,756,923		
Azrial **(2)**	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings **(2)**	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe **(2)**	Bond Counsel	1,298,093	N/A	-	-	N/A	1,298,093
Camano Consulting Group **(1b)**	Consulting Services	-	348,000	14,500	19,645	328,355	19,645
DSM, Inc. **(1b)**	Consulting Services	-	12,500	-	12,500	-	12,500
Chapman **(2)**	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci **(2)**	Legal Services	2,000	N/A	-	-	N/A	2,000
Gordon Rees **(2)**	Legal Services	-	N/A	-	200	N/A	200
McDermott **(2)**	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's **(2)**	Rating Agency	61,400	N/A	-	-	N/A	61,400
Richards, Watson & Gershon **(2)**	Legal Services	344,381	N/A	5,665	120,826	N/A	465,207
Ring Bender **(2)**	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating **(2)**	Rating Agency	21,000	N/A	-	-	N/A	21,000
THU Legal Consulting **(2)**	Consulting Services	307,160	150,000	20,475	120,645	29,355	427,805
Thriving Restaurants **(2)**	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward **(2)**	Consulting Services	24,000	36,000	-	15,000	21,000	39,000
Zions Bancorporation **(2)**	Consulting Services	2,500	N/A	-	3,000	N/A	5,500
RS&H **(3)**	Environmental Impact Study (EIS) Services	756,776	AIP / PFC Funded	-	3,565	N/A	760,341
XI-3 Corporation **(4)**	Consulting Services	91,770	N/A	-	-	N/A	91,770
City of Burbank **(5a)**	Burbank Water & Power Aid-in-Construction Deposit	2,020,000	22,775,970	-	20,755,970	-	22,775,970
City of Burbank **(5b)**	Plan Check Services	344,124	436,874	-	92,750	-	436,874
Barclays Bank **(6)**	CP Program / LOC Bank	442,813	N/A	105,094	323,549	N/A	766,362
Sumitomo Mitsui **(6)**	CP Program / LOC Bank	483,286	N/A	158,050	481,174	N/A	964,460
Meetings	Various Expenses	30,026	N/A	-	-	N/A	30,026
Licenses & Fees	Various Expenses	11,738	N/A	8,908	26,560	N/A	38,298
TOTALS		**$ 104,530,504**	**$ 1,126,868,451**	**$ 100,941,404**	**$ 307,535,874**	**$ 726,347,242**	**$ 412,066,378**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Notes to Replacement Passenger Terminal Project Schedule
Project Costs as of March 2025

(1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2025 adopted budget includes appropriations of $506,848,000 for the RPT project.

(1a) The Jacobs' authorized amount represents the following
Commission approved Task Orders against the Professional Services agreement to date:
Task Order 1 (Development of the Program Operations Manual) - $1,419,896
Task Order 2 (Procurement of Progressive Design Builder) - $1,463,250
Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - $10,438,765
Task Order 4 (Phase 3 Construction Phase Support Services) - $11,726,841

(1b) These are muti-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.

(1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.

(1d) In December 2022, the Commission approved an estimated $55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at $54,244,242 and were completed April 2024.

To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of $1,047,574,858. In addition, FYTD March 2025, total contingencies of $23,194,872 and owner allowance of $5,974,310 have been approved.

(2) Legal services and professional services to be utilized on an as needed basis.

(3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.

(4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE $50,000) which was increased by an amendment in October 2022 to NTE $96,000.

(5a) The Commission approved Aid-In-Construction payments with BWP for deposits as follows:
1) September 20, 2022 - $25,000
2) March 7, 2023 - $50,000
3) June 26, 2023 - $494,000
4) September 18, 2023 - $1,411,000
5) June 13, 2024 - $40,000 (AIC Inspections)
6) August 20, 2024 - $960,000
7) September 20, 2024 - $9,457,700
8) October 17, 2024 - $10,338,270

(5b) The Commission approved payment October 2023 in the amount of $344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. An additional deposit of $92,750 was made September 2024.

(6) LOC banks for the CP program.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
Reimbursements to Date

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	March 2025 Reimbursement	FYTD March 2025 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
BIL-AIG (*formulaic*)	$ 24,057,834	$ 1,354,747	$ -	$ 9,229,623	$ 10,584,370	$ 13,473,464
BIL-ATP *(competitive)* (1)	47,300,000	11,385,576	-	5,156,971	16,542,547	30,757,453
PFC	48,338,420	14,922,243	1,676,899	5,085,592	20,007,835	28,330,585
2024 Bonds (2)	681,567,546	17,191,077	93,265,141	297,801,074	314,992,151	366,575,395
TOTALS	**$ 801,263,800**	**$ 44,853,643**	**$ 94,942,040**	**$ 317,273,260**	**$ 362,126,903**	**$ 439,136,897**

BIL - Bipartisan Infrastructure Law
AIG - Airport Infrastructure Grant
ATP - Airport Terminal Program
PFC - Passenger Facility Charge

Notes:

(1) Does not include a pending additional BIL-ATP grant in the amount of $9,328,000.

(2) Includes interest and dividend earnings to date:

Bond Proceeds Amount	$ 655,871,612
Accrued Interest and Dividends to Date (Held by Trustee)	25,682,548
Transfers (Closing of Cost of Issuance Fund)	13,386
Total Available Amount	**$ 681,567,546**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
FY 2025 Wire Transfers

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Wire Transfers	Mar 2025 Wire Transfers	FYTD Mar 2025 Wire Transfers	Project-to-date Total Wire Transfers
Barclays Bank **(1)**	CP Program / LOC Bank	$ 442,813	$ 105,094	$ 323,549	$ 766,362
Sumitomo Mitsui **(2)**	CP Program / LOC Bank	481,720	158,050	481,174	962,894
TOTALS		**$ 924,533**	**$ 263,144**	**$ 804,723**	**$ 1,729,256**

Notes

(1) Quarterly payment of $105,094 was made on March 13, 2025, to Barclays Bank PLC for the letter of credit maintenance fees.

(2) Quarterly payment of $158,050 was made on March 19, 2025, to Sumitomo Mitsui Banking Corporation for the letter of credit maintenance fees.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 21, 2025

WOODWARD & ASSOCIATES PROFESSIONAL SERVICES AGREEMENT REPLACEMENT PASSENGER TERMINAL PROJECT

Prepared by John T. Hatanaka
Executive Director

SUMMARY

At its meeting on July 2, 2025, the Executive Committee ("Committee") voted (2–0, 1 absent) to recommend that the Commission approve the proposed Professional Services Agreement ("Agreement"), copy attached, with Woodward & Associates ("Woodward") for continued outreach and support services working with the Federal Aviation Administration ('FAA") for financial assistance towards completion of the Replacement Passenger Terminal ("RPT") Project.

BACKGROUND

From the start of the RPT Project, one of the components to the Plan of Finance was maximizing the federal assistance through the Airport Improvement Program ("AIP") and subsequent Bipartisan Infrastructure Law ("BIL") grants. Starting in July 2022 and continuing annually through June of 2025, Woodward has been retained to support Staff with outreach and support services at both the headquarters, regional and local levels of the FAA. Woodie Woodward, the principal of the firm, is a retired FAA Associate Administrator of Airports. Her background, experience and relationships within the agency is unique and has assisted Staff with the Authority's relationships at these various levels within the FAA ensuring the Authority's submittals for financial assistance receive due consideration.

As the RPT Project continues toward an October 2026 completion, Ms. Woodward was intending to step back at the end of FY 2025. However recent changes in directives from the U.S. Department of Transportation and the FAA regarding grant eligibility and compliance requirements have added an additional level of complexity. In addition to changes in policy and grant assurance requirements, recent departure of FAA staff has added to the challenge of maintaining relationships and advocacy for federal funding in support of the RPT Project. With these recent changes, and with potential for AIP and BII grants during federal fiscal year 2025 and 2026 remaining, Staff asked Ms. Woodward for her continued support for an additional year.

Services requested are listed in the attached Agreement for a term of one year from July 1, 2025 to June 30, 2026. Compensation for services remains the same as it has for the past three years at a monthly retainer of $3,000 with either party able to terminate the Agreement on seven days' notice. Funding for these services is included in the recently adopted FY 2026 budget.

RECOMMENDATION

At its meeting on July 2, 2025, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Agreement with Woodward and authorize the President to execute the same.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Woodward and Associates)

THIS PROFESSIONAL SERVICES AGREEMENT is dated July 21, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Woodward and Associates ("Consultant").

RECITALS

A. The Authority seeks to retain Consultant as an independent contractor to provide the following professional services: replacement passenger terminal program funding consulting and federal liaison services.

B. Consultant represents that it is fully qualified to perform such services by virtue of the experience and training of its principal, Woodie Woodward.

NOW, THEREFORE, the parties agree as follows:

1. Consultant's Services.

A. On request, Consultant shall provide support to the Authority in its goal to complete a replacement passenger terminal project. The services will include: (i) work with the Federal Aviation Administration ("FAA") as such agency reviews plans and proposals associated with the construction of the replacement terminal project; (ii) interface with the Build America Bureau regarding Transportation Infrastructure Finance and Innovation Act eligibility; and (iii) work with federal agencies regarding funding eligibility under federal infrastructure legislation for new terminal development. Assistance will be provided to the Authority as it formulates its plans for the terminal including but not limited to development of a comprehensive funding strategy incorporating federal and other funds, delineation of a detailed timetable for completion, review and advise on meeting FAA regulatory and policy requirements, and any other associated requirements. Liaison with the FAA at the Airport District Office, Regional Office and Headquarters levels will be an integral part of this work.

B. Consultant shall perform the services in accordance with the federal requirements set forth in the attached Exhibit A.

2. Term. This Agreement shall be retroactive to August 1, 2025 and shall expire on June 30, 2026 unless earlier terminated pursuant to this Section. Either party may terminate this Agreement without cause upon seven calendar days notice.

3. Compensation.

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services, a monthly retainer fee in the amount of three thousand dollars ($3,000). In addition, upon receipt of satisfactory documentation, the Authority will reimburse Consultant for reasonable expenses (such as out of town travel, overnight travel) that are incurred in connection with the services..

4. Independent Contractor Status.

A. Consultant is, and shall at all times be, an independent contractor of the Authority. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over Consultant's conduct except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it is in any manner an officer, employee or agent of the Authority. Consultant shall not incur or have the power to incur any debt, obligation or liability on the Authority's behalf.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, the Authority shall not pay salaries, wages, or other compensation to Consultant for performing the services. The Authority shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performance of the services.

5. Indemnification. Consultant shall indemnify, hold harmless and defend the Authority and its officers, employees, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

6. Confidentiality. Consultant shall preserve the confidentiality of all data, documents, discussion or other information that is developed or received by it or that is provided for performance of this Agreement. Consultant shall not disclose such information without the prior written authorization of the Authority's Executive Director. Upon request, all Authority data shall be returned to Authority at the termination of this Agreement. Consultant's covenant under this section shall survive the expiration or termination of this Agreement.

7. Conflict of Interest. Consultant shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, that is in conflict with the proper discharge of providing services to the Authority under this Agreement or that tend to impair independence of judgment or action in the providing of services under this Agreement. This provision shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by Consultant's active engagement for the Authority, providing such acts do not constitute a conflict of interest as defined herein.

8. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Burbank-Glendale-Pasadena Airport Authority Woodward & Associates

2627 Hollywood Way
Burbank, CA 91505
Attn: John T. Hatanaka
Email: jhatanaka@bur.org

3608 Casey Key Road
Nokomis, FL 34275
Attn: Woodie Woodward
Email: woodwardwsh@aol.com

9. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations.

10. Exhibits. The attached Exhibit A is incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of Exhibit A shall prevail.

11. Incorporation of Mandatory Language. Every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party this Agreement shall promptly be amended to make such insertion or correction.

12. Entire Agreement. This Agreement (including the attached Exhibits) represents the entire and integrated contract between the parties regarding the replacement terminal project advisory services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

EXECUTED:

Burbank-Glendale-Pasadena Airport Authority

_____
President

Woodward and Associates

_____
Woodie Woodward

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Non-AIP Project Federal Requirements

References to "Contractor" in this Exhibit shall be deemed to refer to Consultant.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor

of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 21, 2025

ELECTION OF OFFICERS

Presented by John Hatanaka
Executive Director

SUMMARY

The joint powers agreement requires the Commission to elect or re-elect a President, Vice President, and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer, and Auditor at the first July meeting. Staff recommends that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer and Auditor.

BACKGROUND

Section 2.4.1 of the joint power agreement addresses the offices of President, Vice President, Secretary, and Assistant Secretary. This provision requires the Commission to elect or re-elect a President, Vice President, and Secretary at the first meeting of July every year. This provision allows, but does not require, the Commission to elect an Assistant Secretary to assist the Secretary in the performance of the Secretary's duties, certify copies of official Authority documents, and perform other duties specified by the Commission. Traditionally, the Commission has elected an Assistant Secretary at the first July meeting. Last year, consistent with past practices, the Commission chose to have the Executive Director serve as the Assistant Secretary.

Section 2.4.2 and 2.4.3 of the joint power agreement address the Treasurer and Auditor offices. These provisions require the Commission to appoint a Treasurer and an Auditor, but they do not require that such appointments to made at any particular time of year. Traditionally, the Commission has appointed a Treasurer and Auditor at the first July meeting. Currently, Commissioner Hampton serves as Treasurer and Commissioner Wilson serves as Auditor.

FPPC Regulation

Fair Political Practices Commission Regulation 18702.5 defines what constitutes a "personal financial effect" for purposes of the Political Reform Act's conflict of interest prohibition. As a result of an amendment adopted several years ago, this regulation allows a public official to participate in decisions to fill a position on a body of which the official is a member. Thus, even though the President is compensated slightly more than other Commissioners, the nominees(s) for President may participate in the Commission's discussion and vote on that office.

RECOMMENDATION

Staff recommends that the Commission elect a President, Vice President, and Secretary for the 2025-2026 term. Staff also recommends that the Commission determine whether to change the existing appointments to the offices of the Assistant Secretary, Treasurer, and Auditor.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 21, 2025

REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER
JACOBS PROJECT MANAGEMENT COMPANY
TASK ORDER AUTHORIZATION

Presented by Stephanie Gunawan-Piraner
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on July 2, 2025, the Executive Committee ("Committee") voted (2–0, 1 absent) to recommend that the Commission authorize Task Order #5 in the amount of $13,765,895 with Jacobs Project Management Co. ("Jacobs") for Replacement Passenger Terminal ("RPT") Project program management services.

BACKGROUND

The RPT Project continues to be on schedule and budget with the target opening of October 2026. Since the groundbreaking on January 25, 2024, the project has made significant progress with the structural steel in place, curtain wall and glass installation underway and the start of terrazzo flooring.

On April 27, 2022, Jacobs was awarded a five-year Task Order-based Professional Services Agreement with a contract limit of $42 million, and Task Order #1 in the amount of $1,419,896 was authorized for the first ninety days of the engagement. On September 19, 2022, Task Order #2 was authorized in the amount of $1,463,249.51 for support services, project administration and continued program management implementation. On December 19, 2022, Task Order #3 was authorized in the amount of $10,438,765 for: design oversight; cost management; construction scheduling, phasing, sequencing, and packaging; project management; and safety management and Construction Phase support for early construction work packages. On June 5, 2024, Task Order #4 was authorized in the amount of $11,726,841 for: design oversight; cost management; construction scheduling, phasing, sequencing, and packaging; project management; and safety management and Construction Phase support.

Continued services from Jacobs under the proposed Task Order #5 include the following:

1. Design Oversight
2. Plan of Financing Support
3. Cost and Schedule Management
4. Quality Assurance Activities
5. Contract Administration Support Services
6. Tracking and Reporting Functions
7. Constructability Review
8. Interface Management
9. Construction Phasing and Safety Reviews
10. Stakeholder Coordination
11. As needed support to the Authority

For the proposed Task Order #5, Jacobs will supplement Authority Staff by providing management and oversight of the Design-Builder ("DB"). The following presents a summary of the specific activities Jacobs will be performing under this Task Order.

Design/Construction Phase Support Services

Jacobs will continue to function as an extension of Authority Staff providing management and oversight of the DB during the remainder of design and construction activities on the project. The following presents a list of the major deliverables anticipated during this next phase of the project.

1. Design

   The DB will provide the following major deliverables during this phase:

   a. Completion of Site 5 design package for off-Airport intersection roadway work as required by the Development Agreement at the following intersections:

      - San Fernando Boulevard and Hollywood Way
      - Hollywood Way and Winona
      - Hollywood Way and Thorton
      - Cohasset Street
      - Hollywood Way between Thorton and Burton

   b. Scope development for the demolition of the existing terminal and Parking Structure A.

2. Construction

   a. As construction continues, the focus will remain on quality, schedule, budget, commissioning and Operational Readiness Activation and Transition ("ORAT") activities for the RPT. By the end of fiscal year 2026 major construction is scheduled to be complete.

The following presents a summary of the specific services Jacobs will be providing under Task Order #5.

1. Design Oversight

While design is complete for the terminal, garage, airline support facility and site civil, Jacobs will continue to provide design oversight services for the Site 5 package as well as the demolition of the legacy facilities. Under these services, Jacobs will continue to provide a design manager for the balance of design and construction administration. In addition, Jacobs will provide experienced technical professionals in various disciplines as needed to conduct design and shop drawing reviews. Jacobs will continue to provide Subject Matter Experts ("SMEs") as required for these reviews.

These SMEs include:

a. Mechanical/Electrical/Plumbing (MEP)
b. Baggage handling
c. Structural Engineering
d. Environmental/Sustainability
e. IT/Special systems
f. Landside

g. Airside
h. Concessions

Jacobs will continue monitoring the remaining design for compliance with the contract documents related to the development of the Computer-Aided Design and Drafting (CADD) drawings and Building Information Modeling (BIM) requirements. Remaining design scope includes:

a. Plans and specifications for SITE 5 – Off-Airport roadway scope of work.
b. Plans and specifications for the demolition of the existing terminal and parking structure A.
c. Owner requested design changes if any.

During the remaining Design/Construction Phase, Jacobs will provide coordination of external and internal stakeholder input as required. Jacobs will facilitate stakeholder design reviews as required.

2. Construction Management

Jacobs will continue monitoring construction activities on site during the Construction Phase as well as performing the following:

a. Quality Assurance: Jacobs will continue to monitor construction quality and coordinate the required special inspections with the DB and Burbank Building and Safety.
b. Cost & Change Management: Jacobs will continue to oversee and manage the change order process working closely with the DB and Authority Staff to validate the merit and pricing of DB change orders.
c. Construction Scheduling: Jacobs will continue to provide schedule management support during the Construction Phase of the project. Jacobs will review the baseline project schedule for compliance along with analyzing all monthly schedule updates from the DB to monitor construction progress. The schedule analysis will focus on overall logic, activity relationships, critical path activities to the overall project completion and progress assessment. Jacobs' construction manager and construction logistics coordinator will work closely with the DB to monitor rephasing and resequencing of the work as required to maintain the overall project schedule.
d. Project Controls Management: Jacobs will manage the Project Management Information System to coordinate and process requests for information, change orders, and construction directives along with all other project related correspondence.
e. Management of the Project Labor Agreement and monitoring of DB compliance.
f. Authorities Having Jurisdiction: Jacobs will continue coordination with the City of Burbank Building and Safety Department, and Burbank Water and Power.
g. Environmental: Jacobs will conduct routine inspections to monitor compliance with environmental regulations and storm water pollution prevention.
h. Safety Management: Monitor the DB's compliance with the project site safety plan, construction safety observations and reporting, conduct daily construction site safety walks, review and monitor safety metrics.

3. Project Management

In addition to the services related to the DB deliverables listed above, Jacobs will continue to provide ongoing project management support. These activities will include:

a. Invoice Management: Jacobs will assist Authority Staff with invoice processing. All DB invoices will be reviewed for accuracy, contract compliance, and validation that the costs being invoiced are only for work that has been properly completed. Jacobs will submit compliant invoices to the Authority for payment.

b. Cost Tracking**:** Jacobs will work closely with the DB and Authority Staff to track the cost of the construction elements to support federal funding requirements.

c. Monthly Status Updates: Jacobs will provide monthly project status updates to the Authority. Updates will be provided to the Commission, its standing committees, and others as requested.

d. Jacobs will continue to provide support and coordination with the regulatory agencies during the performance of work.

e. Continued maintenance and updating of the Project Risk Register.

f. In addition to design oversight, Jacobs will continue to lead the Art in Public Places activities. Jacobs continues to have an art consultant on retainer who will continue to assist in the coordination of the public art program with the City of Burbank. Authority Staff and Jacobs will continue to work closely with the DB to ensure the art program is integrated into the final design and construction.

g. ORAT: Jacobs will continue all ORAT activities with a focus on Day One readiness.

h. Jacobs will continue to assist Authority Staff with the enterprise asset management system scope development and procurement of the system.

Cost Estimate

Jacobs' estimated costs for Task Order #5 are **$13,765,895**. This is inclusive of Jacobs' labor, subcontractor labor, and other direct costs. A breakdown of these costs is presented on the attached spreadsheet.

Task Order 5 Estimate Summary

Jacobs & Sub-Consultant Labor	$ 13,122,440.00
3% Markup of Sub-Consultant's Labor	$ 171,055.00
Other Direct Cost (ODC) Expenses	$ 472,400.00
TOTAL for TO-5	**$13,765,895.00**

Committed to Date

TO-1 (Actual)	$ 1,419,796.00
TO-2 (Actual)	$ 1,125,722.00
TO-3 (Actual)	$ 8,857,765.00
TO-4 (Authorized)	$11,726,841.00
TOTAL	$23,130,124.00

Total Commitment for Task Orders #1 through #4 plus proposed #5	$36,896,019.00

FUNDING

Appropriations have been included in the recently adopted budget for FY 2026 forecasted RPT Project Program Management Services.

RECOMMENDATIONS

At its meeting on July 2, 2025, Committee voted (2–0, 1 absent) to recommend that the Commission authorize Task Order #5 in the amount of $13,765,895 with Jacobs for RPT Project program management services.

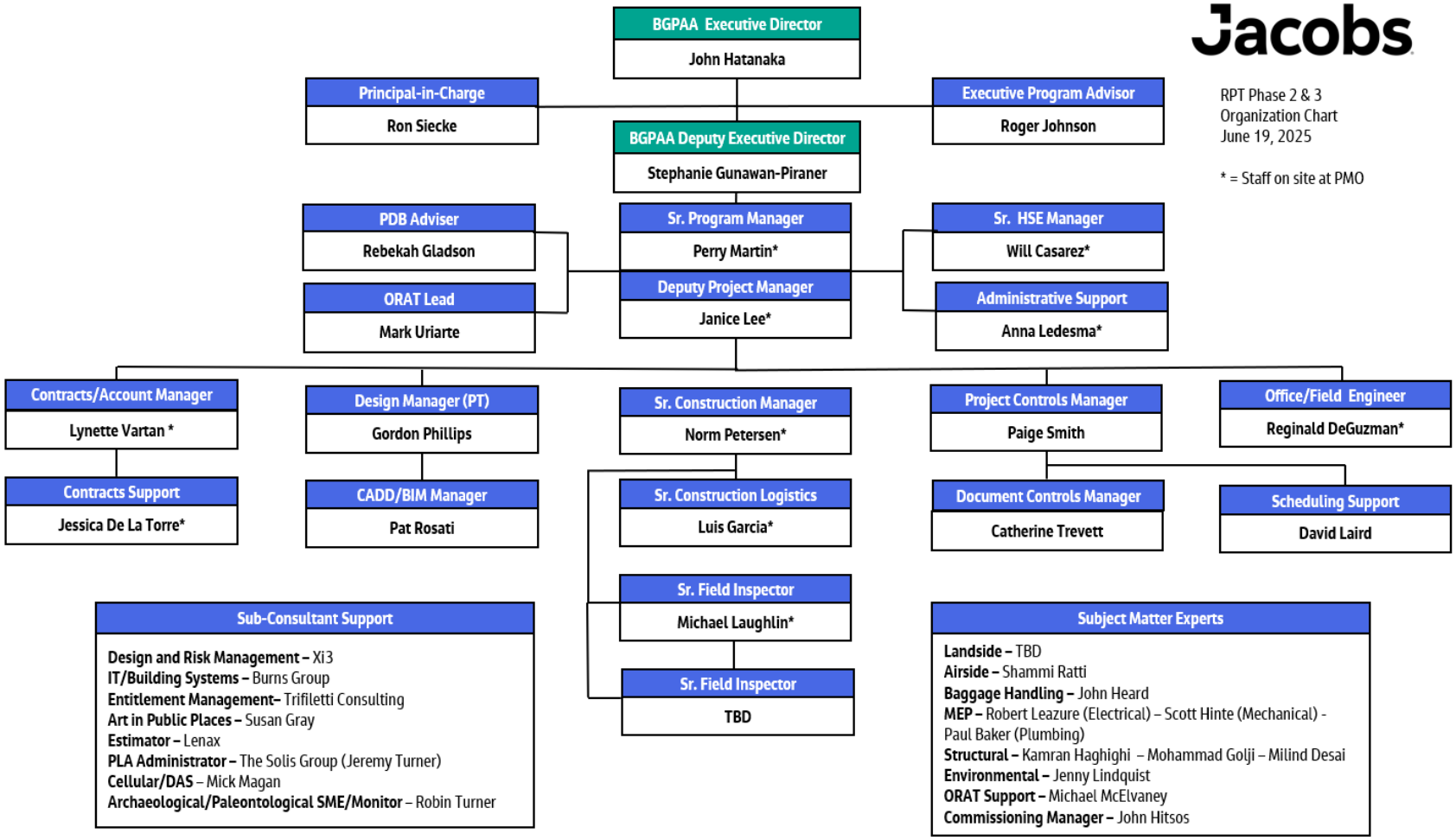
Labor Estimate

	Staff Member	Position	2025								2026									Grand Total
			Jul	Aug	Sept	Oct	Nov	Dec	Total	Rate	Total	Jan	Feb	Mar	Apr	May	Jun	Total	Rate	Total	
Jacobs	Ron Siecke	Project Management Principal	4	2	4	2		2	14	$420.63	$5,889		2	4	2		2	10	433.25	$4,332	$10,221
Jacobs	Jeff Sedlak	Sr. Engineering Manager	2	2		2		2	8	$343.94	$2,751		2		2		2	6	354.25	$2,126	$4,877
Jacobs	Roger Johnson	Exec. Program Manager	110	88	110	88	110	88	594	$406.05	$241,196	88	110	110	110	110	110	638	418.23	$266,834	$508,029
Jacobs	Perry Martin	Sr. Program Manager	130	160	144	160	140	140	874	$378.89	$331,151	130	160	160	160	160	160	930	390.26	$362,940	$694,091
Jacobs	Janice Lee	Deputy PM/Stakeholder Manager	160	160	160	160	140	140	920	$246.78	$227,036	160	160	160	160	160	160	960	254.18	$244,015	$471,051
Jacobs	Anna Ledesma	Administrator/Doc. Control Support	160	160	160	160	140	140	920	$123.39	$113,518	160	160	160	160	160	160	960	127.09	$122,007	$235,525
Jacobs	Paige Smith	Project Control/PMIS Manager	160	160	160	160	140	140	920	$149.39	$137,443	160	160	160	160	160	160	960	153.88	$147,722	$285,165
Jacobs	David Laird	Sr. Scheduler Assist	30	30	30	30	30	30	180	$253.82	$45,687	30	30	30	30	30	30	180	261.43	$47,058	$92,745
Jacobs	Will Casarez	Sr. Safety Manager	160	160	160	160	140	140	920	$222.10	$204,333	160	160	160	160	160	160	960	228.76	$219,613	$423,946
Jacobs	Catherine Trevett	Document Control Manager	160	160	160	160	140	140	920	$165.10	$151,893	160	160	160	160	160	160	960	170.05	$163,252	$315,145
Jacobs	Norm Petersen	Sr. Construction Manager	160	160	160	160	140	140	920	$320.81	$295,147	160	160	160	160	160	160	960	330.44	$317,219	$612,366
Jacobs	Luis Garcia	Sr. Airside/Construction Logistics	160	160	160	160	140	140	920	$257.33	$236,744	160	160	160	160	160	160	960	265.05	$254,448	$491,193
Jacobs	Pat Glenn	Sr. ORAT Director	24	24	24	24	24	24	144	$199.86	$28,781	60	60	60	60	60	60	360	205.86	$74,110	$102,890
Jacobs	Traci Wright	ORAT Lead	80	80	80	80	80	80	480	$206.11	$98,932	80	80	80	80	80	80	480	212.29	$101,900	$200,832
Jacobs	Mark Uriate	ORAT Deputy Lead	160	160	160	160	140	140	920	$200.11	$184,097	160	160	160	160	160	160	960	206.11	$197,865	$381,962
Jacobs	Gordon Phillips	Sr. Design Manager	80	60	80	80	30	30	360	$272.35	$98,045	40	80	80	80	80	80	440	280.52	$123,428	$221,474
Jacobs	John Heard	Baggage Design/Construction Mgr	40	80	80	80	30	30	340	$174.13	$59,203	40	40	40	40	40	40	240	179.35	$43,044	$102,247
Jacobs	Jessica DeLaTorre	Contract Manager Asssistant	160	160	160	160	140	144	924	$94.78	$87,581	160	160	160	160	160	160	960	97.63	$93,723	$181,304
Jacobs	Kamran Haghighi	Structural SME							0	$271.06	$0							0	279.19	$0	$0
Jacobs	Kelley Hogan	MEP SME							0	$191.10	$0							0	196.84	$0	$0
Jacobs	Pat Rosati	BIM/CADD Manager	20	20	20	20	20	20	120	$185.85	$22,301	20	20	20	20	20	20	120	191.42	$22,970	$45,272
Jacobs	Jenny Linguist	Environmental Specialist	16	16	16				48	$182.52	$8,761							0	187.99	$0	$8,761
Jacobs	TBD	Site Inspector/Field Engineer				160	140	140	440	$183.97	$80,948	160	160	160	160	160	160	960	189.49	$181,913	$262,862
Jacobs	Michael Laughlin	Site Inspector/Field Engineer	160	160	160	160	140	140	920	$185.79	$170,929	160	160	160	160	160	160	960	191.37	$183,711	$354,640
Jacobs	Liz Mayo	ORAT Training Manager	80	80	80	80	80	80	480	$148.78	$71,415	80	80	80	80	80	80	480	153.24	$73,558	$144,973
Jacobs	Chad Aldridge	ORAT Trails Manager	80	80	80	80	80	80	480	$200.10	$96,047	80	80	80	80	80	80	480	206.10	$98,928	$194,975
Jacobs	John Ganaway	ORAT SME (Maintenance)	60	60	60	60	60	60	360	$187.33	$67,441	60	60	60	60	60	60	360	192.96	$69,464	$136,904
Jacobs	Mitchell Whitehurst	ORAT SME (Airside Operations)	80	80	80	80	80	80	480	$136.91	$65,716	80	80	80	80	80	80	480	141.02	$67,688	$133,404
Jacobs	Pat/Mitchell	ORAT SME (Terminal Ops Security)							0	$0.00	$0							0	0.00	$0	$0
Jacobs	TBD	ORAT SME (Landside/Parking)	40	40	40	40	30	30	220	$246.00	$54,119	40	40	40	40	40	40	240	253.38	$60,811	$114,930
Jacobs	Jerome Lim	ORAT Citiri System Admin	40	40	40	40	40	40	240	$182.62	$43,828	40	40	40	40	40	40	240	188.09	$45,142	$88,970
Jacobs	John Hitsos	Commissioning Manager	96	96	96	96	60	50	494	$229.79	$113,515	96	96	96	96	160	160	704	236.68	$166,624	$280,139
Jacobs	Nathan Carruth	Commisioning Support (Bldg. Envelope)	4	4	4	4	4	4	24	$181.73	$4,361	4	4	4	4	4	4	24	187.18	$4,492	$8,854
Jacobs	William Hardiman	Commisioning Support (Mechanical)	16	16	16	16	16	16	96	$244.55	$23,477	16	16	16	16	16	16	96	251.89	$24,181	$47,658
Jacobs	Stef Rosine	Commisioning Support (Mechanical)	10	10	10	10	10	10	60	$98.27	$5,896	10	10	10	10	10	10	60	101.22	$6,073	$11,969
Jacobs	Joseph Sinkiewicz	Commisison Support (Bldg. Envelope)	24	24	24	24	24	24	144	$146.44	$21,087	24	24	24	24	24	24	144	150.83	$21,720	$42,807
Jacobs	Matt Borchik	PMIS Support Director	2		2		2		6	$188.26	$1,130	2		2		2		6	193.90	$1,163	$2,293
Jacobs	Jennifer Mims	EAMS SME	20	20	20	20	20	8	108	$297.43	$32,123	20	20	20	20	20	20	120	306.35	$36,763	$68,885
Jacobs	Ariana Case								0	$111.32	$0							0	114.66	$0	
Jacobs	Emilee Edginton	Doccument Control Support	8		8				16	$65.08	$1,041							0	67.03	$0	$1,041
Jacobs	Janeane Giarrusso	EAMS SME	32	16	16	16	8	8	96	$171.98	$16,510							0	177.14	$0	$16,510
Jacobs	Serena Sheets	EAMS SME			16	16	16	16	64	$254.91	$16,314							0	262.56	$0	$16,314
Jacobs	Suketu Shah	EAMS SME	8	8	8	8	8	8	48	$236.55	$11,355							0	243.65	$0	$11,355
Jacobs	Patrick Haedtler	EAMS SME	16	16	16	16	16	16	96	$188.23	$18,070							0	193.88	$0	$18,070
Jacobs	Scott Hinte	Mechanical SME							0	$210.27	$0							0	216.58	$0	$0
Jacobs	Robert Leazure	Electrical SME							0	$222.60	$0							0	229.28	$0	$0
Jacobs	William Zdbelick	PMIS Support Manager	60	60	60	60	40	40	320	$146.35	$46,832	30	30	30	30	30	30	180	150.74	$27,133	$73,965
HDR	Michael Mcelvaney	ORAT Advisor	40	40	40	40	40	40	240	$291.85	$70,045	40	40	40	40	24	24	208	300.61	$62,527	$132,572
Susan F. Gray & Co - DBE	Susan Gray	Public Art Consultant									$80,000							0		$0	$80,000
Lenax - DBE	Various	Estimating									$200,000							0		$100,000	$300,000
Pacifica Services Inc. - MBE	Lynette Vartan	Contract/Accounting Manager	160	160	160	160	144	144	928	184.8644	$171,554	160	160	160	160	160	160	960	190.41	$182,794	$354,348
Pacifica Services Inc.	RJ DeGuzman	Office/Field Engineer	160	160	160	160	144	144	928	$83.42	$77,417	160	160	160	160	160	160	960	85.93	$82,490	$159,907
Burns Engineering	Multiple Staff Members	IT/Building Sys. Sub-Consultant									$375,000									$375,000	$750,000
The Solis Group - DBE	Jeremy	Project Labor Agreement Admin.									$65,000									$70,000	$135,000
Outcome Communication	Various	Public Outreach Sub-Consultant									$50,000									$50,000	$100,000
Trifiletti Consulting - SB	Various	Sustainability/Entitlement Consultant									$45,000									$45,000	$90,000
Xi-3 Consulting	Rebekah Gladson	PDB Advisor & Risk Consultation									$50,000									$50,000	$100,000
Smith Emery	Various	3rd Party Special Inspections									$1,500,000									$2,000,000	$3,500,000
Totals											6,226,660									6,895,780	$13,122,440
																				3% MU on Subs	$171,055
ODC Expenses																				ODC Expenses	$472,400
Grand Total																				Grand Total	$13,765,895
	Jacobs Staff																				
	Sub-Consultant Staff																				

Other Direct Costs Summary

Category	Monthly Estimate	No. of Months	Totals
Office Supplies	$500.00	12	$6,000
Meals for lunch workshops	$700.00	12	$8,400
Unifier document control software			$96,000
Site Vehicles (4)	$3,000.00	12	$36,000
Site Vehicle fuel	$800.00	12	$9,600
Air Fare	$10,000.00	12	$120,000
Lodging and Meals	$9,000.00	12	$108,000
Rental Vehicles	$800.00	12	$9,600
Rental Vehicle Fuel	$400.00	12	$4,800
Internet/WiFi	$400.00	12	$4,800
Travel Mileage	$700.00	12	$8,400
Travel-Taxi/Tolls/Parking	$600.00	12	$7,200
Project Safety Expenses	$300.00	12	$3,600
Contingency/Misc.			$50,000
Total			**$472,400**

Organization Chart



Jacobs

RPT Phase 2 & 3
Organization Chart
June 19, 2025

* = Staff on site at PMO

NOTE: Jacobs does not anticipate any changes with the core staff currently managing the RPT Project.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 21, 2025

PROFESSIONAL SERVICES AGREEMENT
CONWAY CONSULTING, LTD.

Presented by
Stephanie Gunawan-Piraner
Deputy Executive Director, Planning and Development

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Professional Services Agreement ("PSA"), copy attached with Conway Consulting, Ltd. ("Conway Consulting") for an amount not-to-exceed $150,000 to provide continued support services to the Replacement Passenger Terminal ("RPT") Project and other related Airport projects.

BACKGROUND

Since 2013, Conway Consulting has provided professional support services to support the Authority's efforts with the RPT concept development, validation, and memorialization in the Development Agreement with the City of Burbank. More recently, Conway Consulting has provided support services to the RPT Program Manager, Jacobs Project Management Company ("Jacobs"), and to the RPT design-build team of Holder, Pankow, TEC - A Joint Venture ("HPTJV"). The most recent PSA with Conway Consulting expired on June 30, 2025.

Conway Consulting's principal, Mr. Mark Conway, has over 50 years of experience with airport capital and development projects around the world and is a valuable resource for Jacobs and HPTJV as they advance the RPT Project to completion. Staff is proposing a replacement one-year PSA, effective July 1, 2025, to June 30, 2026, for continued RPT Project support services and other related Airport projects. The specific scope of services to be provided is included under Exhibit A of the PSA.

COMPENSATION

Conway Consulting's labor rate from July 1, 2025, to December 31, 2025, is $225.00 per hour. Effective January 1, 2026, the hourly rate increases to $230.00 per hour.

FUNDING

The recently adopted FY 2026 Budget contains appropriations for these support services in the RPT forecasted expenditures.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed PSA with Conway Consulting and authorization from the President to execute the same.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 21, 2025

AWARD OF CONTRACT
AIRPORT COMMUNICATION CENTER
COMPUTER AIDED DISPATCH SERVICES

Presented by Greg Rabinovitz, Chief of Staff
Neil Gallucci, Deputy Police Chief

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Shared Services Agreement, copy attached, with Versaterm, Inc. ("Versaterm") for Computer Aided Dispatch ("CAD") services in the amount of $274,485. On February 18, 2025, Staff provided a briefing to the Committee for a proposed acquisition of a CAD system to support the operations of the Airport Communications Center. In conjunction with this proposed project, on May 19, 2025, the Commission approved a revised Law Enforcement Cooperative Agreement with the City of Burbank to continue mutual aid between the Airport Police Department ("APD") and the Burbank Police Department ("BPD"), a copy of which also is attached.

BACKGROUND

Currently, the Airport Communications Center uses a manual method system for dispatching APD, AFD, and the Operations department. CAD is an integral part of a modern first responder communications center. A CAD system for the Airport will integrate incoming calls of varied sources (telephone, radio, and alarm systems, etc.) from the public, APD, Airport Fire Department ("AFD"), as well as Airport Maintenance and Operations departments. The system will allow for the displaying of these incoming calls onto one screen and improve dispatchers' ability to evaluate and respond in real time. The system also will provide prompts to the dispatcher to collect consistent focused information which can be relayed to the appropriate responders.

A needs assessment, as well as market research, was performed to find a potential CAD system that would be practical and affordable to implement at the Airport. The results of the assessment discovered the following:

1. CAD systems are inherently expensive. The Cities of Burbank, Glendale and Pasadena have replaced their respective CAD system in recent years at a cost of between $3 million and $4.6 million.

2. While any modern CAD system is likely to be capable of meeting the needs of the Airport, two system providers are commonly in use in the tri-city area: Tiburon and Versaterm. The Versaterm system is used by BPD, which is the Airport Police

Department's primary mutual aid partner, and by the Pasadena Police Department. The Glendale Police Department uses the Tiburon system.

3. Versaterm is a modular system, allowing the Authority to create an "add-on" module within an existing system to accommodate and support the Airport's CAD needs, with significant cost savings versus a standalone system. This modular system also provides significant efficiency to the operational and administrative relationship between BPD and APD.

4. Burbank, Glendale, and Pasadena each employed the services the same consultant, CIT Com ("CIT"), to implement their respective CAD system. A review of the performance of this consultant by the involved staff at the respective police departments was unanimously favorable.

To aid in the development of a CAD system for the Airport, Staff researched the potential to use the consultant services of CIT and the potential to tie into the Versaterm system at BPD. CIT was initially contracted under a professional services agreement in the amount of $10,000. CIT has proven instrumental to advance this project including services supporting the update of the mutual aid agreement for APD and BPD; development of project cost, schedule, and scope of work; and contract discussions with Versaterm. To continue CIT's services for this project, the contract with CIT was increased to $40,000 for continued services through the implementation phase of the project.

AGREEMENT

The proposed Shared Services Agreement with Versaterm is ancillary to the City of Burbank's August 8, 2023, contract with Versaterm. That contract provides for an automatic annual subscription renewal until it is terminated. The Shared Services Agreement's term also will continue until terminated, and either the Authority or Versaterm may terminate it for convenience on 30 days notice. Details of the scope of work for the implementation of the CAD system are contained in Exhibit C of the Shared Services Agreement. In order to implement a cutover of the CAD by June 2026, the agreement proposes an initial start date of August 18, 2025. This schedule complements the Operational, Readiness, Activation, and Transfer process for the Replacement Passenger Terminal ("RPT"). Airport Communications Center dispatchers will gain experience and confidence to utilize the CAD system under the current airport operational layout, which will facilitate their adaptation to the new airport environment when the RPT becomes operational.

The Shared Services Agreement lists the fee schedule to implement the CAD system at the Airport. Specifically, Versaterm shall be paid an initial one-time charge of $119,927 to be remitted in the percentage amounts as the project progresses:

1. At project start ("project kick off"), 25%: $29,981.75
2. At completion of the Dispatch Center Training, 25%: $29,981.75
3. At completion of APD/Field Training, 25%: $29,981.75
4. At system live cutover, 25%: $29,981.75

Thereafter, Versaterm will assess a recurring annual fee in the amount of $154,558 which is subject to an annual increase based on no more than the applicable Consumer Price Index rate plus 4%. This cap may not apply to Third Party Components defined in the Agreement between the City and Versaterm.

FUNDING

The recently adopted FY 2026 budget includes appropriation for the implementation of a Versaterm CAD module to the BPD system which includes training. Future subscriptions, additional training and operating costs will be included in future budget requests.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Shared Services Agreement with Versaterm and authorization for the President to execute the same.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 21, 2025

AWARD OF PROFESSIONAL SERVICES AGREEMENT AIRPORT MARKETING CONSULTANT SERVICES

Presented by Nerissa Sugars
Director, Communications and Air Service

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediate preceding the Commission meeting, Staff seeks a recommendation to the Commission to award a Professional Services Agreement ("Agreement"), copy attached, to Anyone Collective, LLC ("Anyone Collective") for airport marketing consulting services, including website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services, as detailed below, are for a not-to-exceed amount of $995,000 inclusive of media purchases and a task order-based program for airline, destination and Replacement Passenger Terminal ("RPT") marketing.

BACKGROUND

Since the initial engagement in 2015, Anyone Collective has worked closely with Staff to implement the Authority's long-term branding and marketing strategy to gain market recognition and increase passenger utilization of Hollywood Burbank Airport.

Since FY 2016, marketing strategies have been implemented to promote the geographical location of the Airport and its proximity to Los Angeles area points of interest. The initiative has included a strategic general communications plan based on extensive market research, and the analytics generated from previous marketing and advertising efforts. Advertising purchases in both print and digital outlets have been utilized in conjunction with continued ongoing research and analysis of potential market interest.

Anyone Collective's services are also employed for the outreach to airline network planning and marketing departments, along with airports and destination marketing organizations ("DMOs") for the cities served by Hollywood Burbank Airport's partner air carriers.

The success of these efforts, as previously reported to the Commission, includes the receipt of global recognition by Airports Council International - North America ("ACI-NA"). In 2023, the Authority and Anyone Collective were awarded "Best Overall Marketing Program" for the "More Jet, Less Lag" campaign. The Authority and Anyone Collective previously received multiple awards for Brand Identity, Digital Advertising, Print Communications, and Overall Marketing Program. ACI-NA also honored Hollywood Burbank Airport with the prestigious Peggy G. Hereford award, which is given to the airport with the most first place and honorable mentions awards in a single year.

In 2024, Anyone Collective and Hollywood Burbank Airport received a “Gold Award” from the Association of Marketing and Communications Professionals and its MarCom competition, one of the largest and most-respected creative competitions in the world. In 2019, Fodor’s Travel named Hollywood Burbank Airport the “Best Airport in the United States”. Each year since 2021, readers of the Los Angeles Daily News have voted Hollywood Burbank Airport as “Best Airport in Los Angeles”.

Anyone Collective’s services have also included technical support, maintenance and a layout refresh of the Hollywood Burbank Airport website (hollywoodburbankairport.com) and the RPT website (elevatebur.com). The Airport website, which has the largest outreach of all the Authority’s marketing outlets, focuses on the key benefits of the Airport and provides up to date information pertinent to current and prospective customers.

PROPOSAL DETAILS

The proposed airport marketing activities for FY 2026 will continue to build on Hollywood Burbank Airport’s established brand in the marketplace. With the momentum of a record year in passenger traffic, Anyone Collective and Staff will collaborate on strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines.

With the opening of the RPT scheduled for October 2026, FY 2026 efforts will include a refresh of the Hollywood Burbank Airport brand identity (logo) to be used for the new facility. The updated identity will complement the RPT’s “Icon” design and architecture. Staff and Anyone Collective will also continue to create content for - and manage production and placement of - promotional messaging for the RPT leading up to the opening in Fall, 2026.

Concurrently, there will be an ongoing focus on the convenience aspect of the Hollywood Burbank Airport brand. The objectives are: 1) to have regular and new passengers become aware of - and accustomed to - the “Convenience Elevated” brand; 2) to develop consumer loyalty based on that awareness; 3) to have customers understand the same experience will be available at the RPT. Anyone Collective and Staff will continue the work of growing and strengthening the brand name, promoting existing and new air services, and raising more awareness about the Airport’s features and amenities that add value to the overall customer experience.

FY 2026 activity will also include a continuation of the Airport’s air service development and retention program. For FY 2026 the proposal includes a task order based joint advertising program with each of the Authority’s air carrier partners, along with the mutually served airports and DMOs on a first come, first served basis. Together, Staff and Anyone Collective will provide the airlines, airports and DMOs with an opportunity to collaborate on advertising and marketing efforts that will incorporate the specific airline, airport and destination and event brands. The event brands include the Rose Parade, FIFA 2026, and the 2028 Olympics. The sports, concert and special event destination sites include the Rose Bowl, Dodger Stadium, Crypto.com Arena, BMO Stadium, and the Coliseum.

For the task order portion of the program, a joint marketing proposal would be presented to and authorized by the Executive Director up to the limits of the program.

The FY 2026 messaging program will be developed and applied in print, digital, and social media spaces, with targets including: leisure, business, and bleisure travelers; seasonal activity; geographic/destination awareness; special events and attractions; and public transportation promotion (e.g., Metro/Metrolink).

Services and deliverables to be provided are as follows:

- Creative services development
- Administrative services
- Air service retention and development support
- Development and production of promotional material for RPT
- Collaboration on marketing strategies with Staff, air carriers, airports and DMO's
- Website management – Airport and RPT
- New digital content production
- Social media strategies and campaign execution
- Advertising campaigns
- Media buy negotiation and planning
- Presentation development
- Copywriting
- Art direction
- Graphic design

To summarize, the Airport Marketing and Advertising Program for FY 2026 is made up of five complementary tasks: 1) strategic development employing the analytics from previous years and the results of the research and discovery process; 2) specific marketing and advertising services which include creative art design, content creation, messaging and social media distribution and custom content development; 3) advertising media buys for all applicable venues; 4) implementation of specific joint marketing efforts between airlines, airports, and DMOs; and 5) technical management and maintenance of websites for the Airport and the RPT. The chart on the next page breaks down the not-to-exceed limit for each of the proposed activities in FY 2026.

Strategic Development	$ 80,000
Marketing and Advertising Services	$ 365,000
Media – Digital	$ 90,000
Media – Print	$ 60,000
Media – Social Media	$ 110,000
Task Orders	$ 240,000
Subtotal	$945,0000
Website Maintenance	$ 50,000
Airport and Replacement Passenger Terminal	
Total	$ 995,000

A copy of the proposed Agreement and work scope is attached.

BUDGET IMPACT

Appropriations for the proposed program are included in the adopted FY 2026 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award the proposed Agreement to Anyone Collective for the services describe above in support of the Authority's FY 2026 Airport Marketing and Advertising program, with an amount not to exceed of $995,000 and authorization for the President to execute the same.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Conway Consulting, Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated July 21, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Conway Consulting, Ltd. ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: on-call support services for the replacement passenger terminal program.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Commencement Date": July 1, 2025

C. "Contract Administrator": Stephanie Gunawan-Piraner or a duly authorized designee.

D. "Contract Limit": $150,000.

E. "Executive Director": John T. Hatanaka or a duly authorized designee.

F. "Expiration Date": June 30, 2026.

G. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

I. "Indemnitees": the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

K. "Liabilities": any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

L. "Services": the tasks set forth in the attached Exhibit A.

M. "TBI": TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. Consultant's duties and services under this Agreement shall not include preparing or assisting the Authority with any portion of the Authority's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Authority. The Authority shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Authority to ensure that all competitors for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

D. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com). Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

8. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

9. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

10. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

11. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

12. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

13. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority	Consultant
Burbank-Glendale-Pasadena Airport Authority	Conway Consulting, Ltd.
2627 Hollywood Way	1181 Osprey Court
Burbank, CA 91505	Marco Island, FL 34145
Attn: Stephanie Gunawan-Piraner	Attn: Mark Conway
E-mail: SGunawan-Piraner@bur.org	E-mail: mark@conwayconsulting.com

14. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the

Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

15. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. Exhibits. Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

17. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

18. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Conway Consulting, Ltd.

By: Mark Conway

Print Name: MARK CONWAY

☐ Chairperson ☑ President ☐ Vice President

By: Mark Conway

Print Name: MARK CONWAY

☑ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

_____
President

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

Conway Consulting Ltd. FY 26 Scope of Services Replacement Passenger Terminal Program

Hollywood Burbank Airport

Conway Consulting, Ltd. has been a part of the RPT Program definition since 2013 and has the single most accumulated knowledge of the RPT Program than any other individual. In addition, Conway Consulting Ltd. has served as an On-Call Planning Consultant offering airport planning services since 2009. During FY 2025, Conway Consulting, Ltd. supported the Burbank Glendale Pasadena Airport Authority's (BGPAA) Program Manager (PM), as well as the selected Design Builder (DB) in the evolution of the Replacement Passenger Terminal (RPT) design tasks. The following are Tasks for Conway Consulting Ltd to provide ongoing support for the continued advancement of the RPT Program in FY 2026.

Task 1: Support for the Program Manager Executive Lead

As the RPT Program advances under the guidance of the BGPAA PM and its Executive in Charge along with members of the Jacobs Team, Conway Consulting, Ltd. will continue to support the PM Team and the DB Team in any issues needed to advance the implementation of the RPT Project. This will include support related to prior data collection and interpretation. Conway Consulting Ltd. will participate in any meetings requested by the PM.

Task 2: Support and Participate in Construction Phasing Activities

The PM Team is tasked to coordinate and direct the DB Team in the implementation of the RPT Design Concept. Conway Consulting Ltd. will provide institutional knowledge and assist in the definition of aircraft operational needs and requirements with the RPT Program including the demolition of the Existing Terminal Building (ETB). Concepts, options, and reviews related to input will be provided through the PM on construction of the RPT Site and the ETB demolition. Included may be input on ETB demolition boundaries, aircraft holding areas, runway end aircraft access, coordination support with the FAA.

Task 3: Support the DB Team

Conway Consulting Ltd. has supported the PM Team by providing institutional perspectives and analysis that formed the basis for the RPT Program. Included have been demand values and associated data. Conway Consulting, Ltd. will continue to transition this institutional knowledge to the PM and the DB Team as they transition the DA RPT Concept Plan into a design concept. Support will also be provided as necessary with any background information relevant to the design work and implementation of the RPT Project and its components.

Task 4 Support BGPAA Services

Conway Consulting Ltd. will provide support services to all BGPAA departments, including Planning and Engineering, Operations, Properties, and the executive staff as requested. This support may include physical and operational input or concept development of physical and operational plans, concept plans, and criteria related to on-going Airport operations, notably those affected by the DB activities including those issues related to the airside and landside of the Southeast Quadrant. Other issues as needed by the BGPAA will be addressed as requested. These may include but not be limited to an update for the JCUFP, FAA coordination, and other Airline or tenant related issues. Support to BGPAA leadership will also be provided when the need arises and as requested.

Task 5 Travel Budget

Participation in the Program Activities may be either in person or via Zoom/Microsoft Team calls with an allowance for travel on an on-call basis to include:

- Airfare (Refundable Economy)
- Hotel
- Airport Transfer Ground Transportation (Home and Away)
- Meals

The recommended travel trips will be for on-site presence for two to three days as needed to provide for interaction and participation with BGPAA, DB or PM staff on RPT as well as BGPAA matters. All reimbursable expenses will be at cost. Airfare will be for Economy Class.

* * * * *

The Conway Consulting, Ltd. labor rate for Mark Conway is $225.00 per hour for the remaining months of 2025 and will increase to $230 per hour on January 1, 2026.

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EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least $1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
Non-AIP Project Federal Requirements

References to "Contractor" in this Exhibit shall be deemed to refer to Consultant.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor

of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Shared Services Agreement

This Shared Services Agreement ("Agreement") is dated July 21, 2025 ("Effective Date") for reference purposes and is made by and between the **Burbank-Glendale-Pasadena Airport Authority**, [located at 2627 N Hollywood Way, Burbank, CA 91505] ("Burbank Airport"), and **Versaterm Public Safety Inc.**, a corporation duly incorporated under the laws of the province of British Columbia having its office located at 400-1331 Clyde Avenue, Ottawa, Ontario, Canada K2C 049 ("Versaterm"). Burbank Airport and Versaterm are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS:

A. On August 08, 2023 Versaterm entered a contract with the City of Burbank (the "City") for the City's procurement of Versaterm's Computer-Aided Dispatch and Records Management System ("CAD/RMS System") (the "Original Agreement"), which is enclosed as Exhibit A;
B. The CAD/RMS System has been successfully implemented for the City under the Original Agreement;
C. Burbank Airport now seeks access and use of City's CAD/RMS System for its operations;
D. Burbank Airport desires to leverage the existing implementation and infrastructure already in place for the City under the Original Agreement to achieve cost efficiencies and accelerated deployment;
E. Burbank Airport and the City have executed an April 23, 2025 Law Enforcement Cooperative Agreement to memorialize mutual aid guidelines and responsibilities including their shared use of the CAD/RMS System (the "Cooperative Agreement"), which is enclosed as Exhibit B;
F. Burbank Airport wishes to contract directly with Versaterm for access and use of the CAD/RMS System and to make payments directly to Versaterm for such services;
G. The Parties acknowledge that Burbank Airport will utilize the City as the first level of support for the CAD/RMS System and will contact Versaterm directly only after making a good faith effort to resolve support issues through the City;
H. Versaterm is willing to provide Burbank Airport with access to the CAD/RMS System under the terms and conditions set forth herein, leveraging the existing implementation infrastructure while maintaining separate contractual obligations; AND
I. The Parties desire to memorialize their agreement regarding Burbank Airport's access to the CAD/RMS System and the related support arrangements.

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

1. **Incorporation by Reference.**
   This Agreement incorporates by reference the terms and conditions of: (i) the Original Agreement between Versaterm and the City dated August 8, 2023 (attached as Exhibit A, the "Original Agreement"), and (ii) the Law Enforcement Cooperative Agreement between Burbank Airport and the City dated April 23, 2025 (attached as Exhibit B, the "Cooperative Agreement"), to the extent such terms are applicable to Burbank Airport's access to and use of the CAD/RMS System.

2. **Service Scope Definition.**

2.1 **Shared System Access.** Burbank Airport shall have access to the CAD/RMS System as implemented for the City under the Original Agreement. Such access shall be provided through the existing system infrastructure and shall be subject to the operational parameters and technical specifications set forth in the Original Agreement and this Agreement.

2.2 **Available Modules and Functionality.** Burbank Airport's access to the CAD/RMS System shall include all programs and interfaces described at "Exhibit A – License Terms, Annex A – List of Licensed Program(s)" of the Original Agreement.

2.3 **User Limitations and Access Controls.**

2.3.1 **Users**. Burbank Airport may designate up to 50 sworn individual users who shall be granted access to the CAD/RMS System (the "Burbank Airport Users").

2.3.2 **Access Levels**. Burbank Airport Users shall be assigned appropriate access levels based on their operational roles and in accordance with the Cooperative Agreement.

2.3.3 **License Compliance**. Burbank Airport shall comply with all applicable license terms, conditions, and restrictions set forth in "Exhibit A: License Terms" of the Original Agreement, which terms are hereby incorporated by reference and made applicable to Burbank Airport's use of the CAD/RMS System. Burbank Airport acknowledges that it has reviewed and agrees to be bound by such license terms as if Burbank Airport were an original party to the Original Agreement, and any violation of such license terms by Burbank Airport shall constitute a material breach of this Agreement.

3. **Payment Structure.**

3.1 **Direct Payment Obligation.** Burbank Airport shall be solely responsible for all payments due to Versaterm under this Agreement. Burbank Airport's payment obligations hereunder are independent of and separate from any payment obligations of the City under the Original Agreement, and Versaterm may invoice and enforce Burbank Airport's payment obligations directly against Burbank Airport without regard to the status of payments by the City under the Original Agreement. Burbank Airport shall not be responsible for payments owed to Versaterm by the City under the Original Agreement.

3.2 **Fees.** Burbank Airport shall pay Versaterm the following fees:

- One-time charge: **$119,927 USD** paid out as follows:
  - 25% at Kick-off = **$29,981.75 USD**
  - 25% at Dispatch/Comms. Training completion = **$29,981.75 USD**

- 25% at Police/Field Operations Training completion = **$29,981.75 USD**
- 25% at full go-live = **$29,981.75 USD**

- A recurring annual maintenance charge: **$154,558 USD**
  - Versaterm reserves the right to increase the fees on an annual basis by no more than CPI + 4%. Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of CPI + 4% for Third Party Components (as defined at Section 1.40 of the Original Agreement)

3.3 **Invoicing and Payment Terms.** All fees are due and payable in accordance with Section 5 of the Original Agreement and "Exhibit C: Price & Payment Terms" of the Original Agreement.

3.4 **Independent Payment Obligations.**

3.4.1 **No Cross-Default**: Burbank Airport's payment obligations under this Agreement are independent of the City's payment obligations under the Original Agreement. Neither the City's nor Burbank Airport's default in payment shall constitute a default by the other party, nor shall Versaterm's remedies against the City or Burbank Airport affect its rights against the other party.

3.4.2 **Separate Enforcement**: Versaterm may pursue collection of Burbank Airport's unpaid amounts independently of any collection efforts against the City, and Burbank Airport waives any right to assert the City's payment status as a defense to Burbank Airport's own payment obligations.

3.4.3 **No Set-Off**: Burbank Airport may not set off any amounts owed by Versaterm to the City under the Original Agreement against Airport's payment obligations under this Agreement.

4. **Support Framework.**

4.1 **Tiered Support Protocol.** Burbank Airport shall utilize the following tiered support protocol for all CAD/RMS System issues:

Level 1 Support: Burbank Airport shall initially direct all support requests to the City.

Level 2 Support: If Burbank Airport is unable to resolve the support issue within Level 1 timeframe and the City determines that the issue requires Versaterm's direct intervention, Burbank Airport may escalate the matter to Versaterm. All escalations to Versaterm must include the City's assessment of the issue and documentation of troubleshooting steps attempted.

4.2 **Versaterm Support Obligations.** Versaterm shall respond to properly escalated support requests in accordance with the service level commitments set forth in the Original Agreement. Versaterm shall have no obligation to provide support services directly to Burbank Airport except for properly escalated requests submitted through the City.

4.3 **Good Faith Cooperation.** Burbank Airport shall cooperate in good faith to resolve support issues efficiently and shall maintain appropriate documentation of all support requests and resolutions for Versaterm's reference when escalation is necessary.

5. **Relationship Management.**

Burbank Airport acknowledges that its access to the CAD/RMS System is dependent upon the continued operation of the system under the Original Agreement. Versaterm shall provide Burbank Airport with 30 days' written notice of any material changes to or termination of the Original Agreement that would affect Burbank Airport's access rights. Additionally, either Party may terminate this Agreement for convenience on 30 days' written notice to the other Party. In the event Burbank Airport has fully paid an annual maintenance charge in advance and the termination date does not coincide with the end of such annual term, Versaterm shall provide Burbank Airport a pro rata refund for the unused period of such annual term.

6. **General Provisions.**

6.1 **Entire Agreement and Integration.** This Agreement, together with all Exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements relating to such subject matter, whether written or oral. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound thereby.

6.2 **Amendment.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by all Parties hereto. No amendment, modification, or supplement to this Agreement shall be effective unless it specifically references this Agreement and is signed by duly authorized representatives of Versaterm, and Burbank Airport.

6.3 **Assignment.** Neither Party may assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment, transfer, or delegation in violation of this Section shall be null and void. Notwithstanding the foregoing, Versaterm may assign this Agreement to any affiliate or in connection with a

merger, acquisition, or sale of all or substantially all of its assets without Burbank Airport's consent, provided that the assignee assumes all of Versaterm's obligations hereunder.

6.4 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the extent possible, the original intent and economic effect of the invalid, illegal, or unenforceable provision.

6.5 **Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

6.6 **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission, electronic mail in portable document format (.pdf), or other electronic transmission shall be as effective as delivery of a manually executed counterpart. Electronic signatures shall have the same legal effect as original signatures and shall be binding upon the parties to the same extent as original signatures.

6.7 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The Parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California for the resolution of any disputes arising out of or relating to this Agreement. Each Party hereby waives any objection to venue in such courts and any claim that such courts constitute an inconvenient forum.

[SIGNATURES PAGE FOLLOWS]

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

Versaterm Public Safety Inc.

Signature: DocuSigned by: E1A3949E6F2D4F0...
Name: John Faulkner
Title: CFO
Date: 15 July 2025

Burbank-Glendale-Pasadena Airport Authority

Signature:
Name:
Title:
Date:

Docusign Envelope ID: D7D5619D-43A0-41D2-B47A-4D54E0BF9350

EXHIBIT A

Original Agreement between Versaterm Public Safety, Inc. and the City of Burbank dated August 8, 2023

EXHIBIT B

Law Enforcement Cooperative Agreement between Burbank-Glendale-Pasadena Airport Authority and City of Burbank dated April 23, 2025

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EXHIBIT C

Statement of Work

1 OVERVIEW

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

The project is comprised of two distinct phases:

1. Police CAD Phase (Sometimes referred to as Dispatch/Comms)
2. Police RMS Phase (Sometimes referred to as Police/Field)

This Project is a collaboration between the City of Burbank, hereafter "City", the Burbank Glendale Pasadena Airport Authority, hereafter "Airport" and Versaterm, and is contingent upon all entities fulfilling their respective responsibilities as defined in the Contract and this Statement of Work.

1.1 PROJECT SUMMARY, OBJECTIVES, AND COMPLETION CRITERIA

This project will implement Versaterm's Computer Aided Dispatch (vCAD), Mobile Data (vMDT and vMobile), Police Record Management System, Versaterm (vRMS), Mobile Field Reporting (Mobile Records Entry, vMRE), and various related components for the Burbank Airport Police. This solution will make use of the systems already in use at the Burbank Police Department and replace legacy paper and manual processes.

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

1.2 RELATED EXHIBITS

- Exhibit C.2 Project Implementation Schedule
- Exhibit C.3 Minimum Airport and Peripheral Specifications
- Exhibit C.4 **Error! Reference source not found.**

2 ROLES AND RESPONSIBILITIES

2.1 PROJECT MANAGEMENT OVERVIEW

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

2.2 PROJECT MANAGEMENT TOOLS

The following project artifacts will be maintained on either the Airport's or Versaterm's SharePoint site (to be determined during implementation):

Schedule (will be in MS Project format)

Issues List

Task List/Action Items

Change/Decision log

If using the Airport's Sharepoint, the Airport shall give the Versaterm Project Manager and Lead Implementers access to the above. If using Versaterm's Sharepoint, Versaterm shall give the Airport Project Manager and Lead Implementers access to the above.

If, for whatever reason, the SharePoint site becomes less than effective method for sharing this information (mutually agreed upon by Airport and Versaterm), an alternative may be created/provided.

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 available to the Airport on a daily (workday) basis (not just at designated points in time). The Versaterm Project Manager is responsible for, but not limited to, the following:

2.3.1 PLANNING AND EXECUTION

- Maintain Project Implementation Schedule on Airport's SharePoint site (initial plan will be drafted by Versaterm PM and posted by the Airport. The Versaterm PM will have access to it thereafter, and update it when changes occur.)
- Ensure Versaterm tasks are executed on time.
- Coordinate and oversee the installation of all licensed Versaterm Application Software as well as all System Software and Third-Party Software included in the Contract.
- Coordinate and oversee the development efforts of all contracted interfaces.

2.3.2 COMMUNICATIONS

- Prepare project status reports identifying overall project status, recent accomplishments, outstanding issues, risks, action items and upcoming events.
- Maintain regular communication with Airport's Project Manager, providing timely responses, no later than five (5) Business Days, to issues raised by the Airport's Project Manager.
- Conduct, or participate in, weekly conference calls to discuss project status updates, open issues, and identified risks. Calls may be waived by mutual agreement.
- Produce meeting minutes posted to the project's SharePoint within 48 hours of meeting completion.
- Work with Airport Project Managers and staff to resolve identified issues and mitigate project risks identified as requiring action.
- Facilitate communication between Airport resources and Versaterm resources for relevant tasks.
- Assist Airport Project Manager with developing a Communication Plan.

2.3.3 RESOURCE MANAGEMENT

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

2.3.4 CONFIGURATION WORKSHOPS

- Assist the Versaterm Implementation Specialist during Configuration workshops

2.3.5 TRAINING

- Assist the Versaterm Implementation Specialist in conducting Versaterm Training
- Provide support during the Airport Training

2.3.6 ROLLOUT

- Provide support during cutover
- Provide front-line support during post-cutover period

2.3.7 OTHER

- Prepare project Change Order Request Forms per the Contract
- Oversee invoice preparation

2.4 AIRPORT PROJECT MANAGER

The Airport's Project Manager is responsible for overseeing the implementation of the Project on the Airport's sites. The Airport'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 Airport's staff.
- Coordinating Airport activities with the Versaterm Project Manager.

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

2.5 ROLES AND RESPONSIBILITIES DURING THE PROJECT

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

2.5.1 VERSATERM RESPONSIBILITIES

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

When appropriate, Versaterm will connect to Airport infrastructure, workstation(s), and/or MDT(s) via VPN access established through the City and Burbank Police Department. (If it ever becomes necessary to establish and connect to Airport systems outside the established City VPN, the Airport will provide VPN for Versaterm at no cost.)

2.5.2 VERSATERM PROJECT TEAM

The Versaterm Project Team will consist of a Project Manager, and Implementation Specialists.

The **Versaterm Implementation Specialists** are responsible for delivering the Configuration workshops to the Airport Project Team, assisting the Airport in configuring the CAD, RMS, Mobile, and reviewing business re-engineering options.

2.5.3 AIRPORT RESPONSIBILITIES

The Airport'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 Airport must ensure that Airport personnel have ample time, resources, and expertise to carry out their assigned Project tasks and responsibilities.

The Airport is responsible to provide desktop computers and mobile workstations for the Airport to use during the Configuration phase. The Airport workstations must meet Versaterm's minimum specifications as specified in Exhibit N.3 Minimum Airport and Peripheral Specifications. Additionally, the Airport must provide Versaterm with VPN connectivity with remote desktop access to Airport computers for troubleshooting workstation related items. When appropriate, Versaterm will connect to Airport infrastructure, workstation(s), and/or MDT(s) via a VPN connection.

Versaterm will make use of the VPN access established with the Burbank Police Department and City of Burbank for the majority of the VPC connection instances. As such, the Airport and City must work together to ensure Airport machines are accessible through the City's network infrastructure. If the need arises to connect directly to Airport machines outside the City's network infrastructure, the Airport shall provide Versaterm the required VPN access at no cost to Versaterm.

2.5.4 AIRPORT PROJECT TEAM

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

- Technical Lead
- Infrastructure Specialist
- Operational Lead
- Dispatch Specialist

2.6 PROJECT SCHEDULE

The Project Implementation Schedule will be maintained by Versaterm's Project Manager and updated as necessary over the course of the Project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon Change Order Process.

2.7 CHANGE ORDERS

When a significant change to the Project occurs – as defined by the Airport and Versaterm Project Managers, a Change Order will be logged in Exhibit N.4 **Error! Reference source not found.**. The Versaterm Project Manager will be responsible for updating the Project Schedule as needed to reflect the change, as agreed upon with the Airport Project Manager.

3 SOFTWARE DELIVERABLES

This section describes the Project's software deliverables to be provided by Versaterm. Detail information regarding some deliverables may be found elsewhere.

3.1 SOFTWARE

The Airport will make use of the CAD, MDT, vMobile, RMS and MRE currently in place at the Burbank Police Department.

3.2 INTERFACES

The Airport will make use of the interfaces already in place at the Burbank Police Department. This project does not include any new interfaces.

3.3 REDUNDANCY AND BACKUP DELIVERABLES

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

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

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

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

4 STATEMENT OF WORK TASKS

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

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

Unless specified by Phase name (CAD or RMS), all tasks will apply to each of the project Phases as defined in Exhibit N.2 Project Implementation Schedule. As many of the Statement of Work tasks outlined below are repeated by Phase, the tasks may not always start and complete in a sequential manner.

4.1 PLANNING PHASE

TASK #1 PROJECT START

The Project will officially start upon the Effective Date of the Contract. In this task, the Airport and Versaterm Project Managers will hold a series of remote (MS TEAMS or other platform) meetings to initiate the project. The Project Managers will establish the Project Action Item Log, confirm a Communication Plan, and update the Project Schedule.

VERSATERM RESPONSIBILITIES

- Schedule the meeting to initiate the project with the Airport Project Manager.
- Collaborate with the Airport's Project Manager to design the format of the Project Action Item Log, Issues List, Change/Decision log, Risk List/Register, and Change Management Items List.
- Collaborate with the Airport's Project Managers to establish and confirm the Communication Plan.

AIRPORT RESPONSIBILITIES

- Host the meeting to initiate the project with the Versaterm Project Manager.
- Collaborate with the Versaterm Project Manager to design the format of the Project's Action Item Log on the SharePoint site.
- Collaborate with the Versaterm Project Manager to establish and confirm the Communication Plan.

PREREQUISITES

- Contract Execution.

VERSATERM DELIVERABLES

- Project Action Item Log format and initial content on the SharePoint site.

TASK COMPLETION CRITERIA

- The required discussions have been held.
- The Airport has approved the format and content of the initial Action Item Log on the SharePoint site.
- The Airport and Versaterm have confirmed the Communication Plan.

TASK #2 PROJECT INITIATION/KICKOFF

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

- Overall project scope
- Key contract elements
- Airport Project Team introduction
- Airport Project Team requirements, roles, and assignments
- Versaterm Project Team introduction
- Versaterm roles and assignments
- Project Implementation Schedule
- Other key project details (e.g., risks, communication plan, change management)

VERSATERM RESPONSIBILITIES

- Work with the Airport to develop the Kickoff Presentation.
- Participate in the Project Kickoff Meeting via MS TEAMS or other remote platform.

AIRPORT RESPONSIBILITIES

- Invite Project Team and other key stakeholders to attend meeting.
- Participate in the Project Kickoff presentation.

PREREQUISITES

- Project Implementation Schedule has been finalized.

TASK COMPLETION CRITERIA

- Project Kickoff Meeting concluded.

4.2 CONFIGURATION PHASE

The purpose of the Configuration Phase is to configure the Systems. Since the Airport will be making use of the System already in place at the Burbank Police Department, some configuration options may not be available. The Versaterm and Airport teams will make every effort to reasonably configure the system to meet the Airport's needs without impacting the Burbank Police Department's operations or ability to support the Airport operations.

These tasks and deliverables include software familiarity tasks which involve a number of activities that take place in the form of Configuration Workshops.

Configuration Workshops provide the Airport's Project Team with an overall understanding of the Versaterm applications and interfaces, including various configuration options.

CAD Configuration Workshops: Workshops will be delivered remotely vis MS TEAMS or similar system by Versaterm to the Airport's Project Team, in addition to sessions focused on special topics as deemed appropriate by Airport and Versaterm.

RMS Configuration Workshops: Workshops will be delivered remotely vis MS TEAMS or similar system by Versaterm to the Airport's Project Team, in addition to sessions focused on special topics as deemed appropriate by Airport and Versaterm.

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

It is recommended that the Airport establish an implementation classroom or workspace to be used by the Airport implementation team throughout the project. The classroom will remain operational to the Implementation Team members for the duration of the project for configuration and testing assignments. The classroom facility should include 1 computer projector, and a computer workstation for each implementation team participant (a minimum of 5). Versaterm recommends that this training room be configured in a manner to replicate a 'model office' where Implementation Team members can test and confirm configurations and observe impacts to agency operations.

TASK #3 CONFIGURE VCLOUD SERVERS AND TRAINING CLASSROOM

System implementation will be conducted on the Burbank Police Department's AWS (Amazon's Web Service) "non-prod" environment for the core implementation tasks.

VERSATERM RESPONSIBILITIES

- Assist the Airport with access to the Burbank Police Department's AWS Cloud non-prod environment.

AIRPORT RESPONSIBILITIES

- Coordinate with the City's IT team to establish connectivity to the City's network and access to the Burbank Police Department's systems.
- Confirm completion of required background checks for Versaterm project team members for Airport Specific needs.
- Provide a suitable classroom facility, workstations and equipment that meet minimum specifications as set out in Exhibit N.3 Minimum Airport and Peripheral Specifications and confirm networking access to the Burbank Police Department's AWS Cloud non-production environment.

PREREQUISITES

- Project Kickoff Meeting concluded.

VERSATERM DELIVERABLES

- Assist the Airport with access to the Burbank Police Department's AWS Cloud non-prod environment.

TASK COMPLETION CRITERIA

- The Airport has established network connectivity to the Burbank Police Department's AWS Cloud non-prod environment.
- The Airport has setup the training classroom.

TASK #4 CONFIGURE CAD IMPLEMENTATION SYSTEM

Install the vCAD/vMDT/vMobile client software within the designated Implementation Team workspace and on each of the team's workstations.

VERSATERM RESPONSIBILITIES

- Provide the Airport with the vCAD/vMDT/vMobile Application Client Software for installation on the classroom workstations and the implementation team's workstations.

AIRPORT RESPONSIBILITIES

- Assist Versaterm as needed.
- Work with Versaterm to identify the initial table values to be updated in the Burbank Police Department's system such as 'User Identification Numbers'.
- Create user accounts required by the Airport's Implementation Team to access the Versaterm application suites.
- Install and configure client Application Software on designated workspace and implementation team workstations.

PREREQUISITES

- The Airport team has access to the Burbank Police Department's system.

VERSATERM DELIVERABLES

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

TASK COMPLETION CRITERIA

- The CAD and Mobile Application Software installed on the workspace, access to the Burbank Police Department's RMS is established and Implementation Team's workstations are fully functional.

TASK #5 CONDUCT CAD CONFIGURATION WORKSHOPS

Versaterm will conduct Implementation Sessions remotely (via MS TEAMS or other platform) with the Airport Implementation Team on a weekly or bi-weekly basis to review CAD configuration options. Versaterm shall conduct in-depth demonstrations of the CAD and Mobile applications in use at BPD, identifying functionality supported, re-engineering points and configuration choices. Versaterm will also provide the training necessary, via product

demonstrations, hands-on exercises and group discussions, to ensure the Airport Police and staff can effectively operate and maintain the CAD and Mobile solutions on a daily basis. Each workshop will build off the previous workshop and be a continuation of the lessons from previous sessions.

After each workshop session is completed, Versaterm will provide specific action items and exercises for the Airport's Project Team to complete before the next workshop session.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the Configuration Workshops with the Airport's Project Managers.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshops (as needed).
- Provide one reproducible copy of the Documentation and any required workshop materials (User and Configuration guides) in electronic format prior to the scheduled workshops (as needed).
- Conduct in-depth demonstrations of the Application Software in use at BPD, identifying functionality and features supported, re-engineering points and configuration options.
    - NOTE: Since the Airport will be using the CAD and Mobile solutions already in use at BPD today, any configurations will need to work within BPD's systems and environment.
- Provide hands-on exercises for the Project Team members to get familiar with the Systems.
- Assist the Airport's Project Team in reviewing the Airport's existing business processes as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document any issues discussed during the Configuration Workshops that need to be resolved.

AIRPORT RESPONSIBILITIES

- Coordinate the scheduling of the Configuration Workshops with the Versaterm Project Manager.
- Identify and schedule the Configuration Workshop attendees.
- Reproduce and provide the required Documentation and materials (User and Configuration guides) for Configuration Workshop participants.
- Ensure that designated Configuration Workshop participants participate in the scheduled workshop.
- Prepare and lead reviews and discussions of the Airport's existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

PREREQUISITES

- Access to the Burbank Police Department's system has been established.
- Application Software has been delivered and installed as needed.

VERSATERM DELIVERABLES

- Configuration Workshop material (User and Configuration guides) in electronic format for each workshop participant.
- Delivery of Configuration Workshops.

TASK COMPLETION CRITERIA

- Configuration Workshops completed.
- Workshop participants have received sufficient training to navigate and begin the CAD and Mobile System Configuration.
- Any required Airport business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the Action Items Log.
- The Airport's CAD and Mobile implementation resources have received the required training to complete the tasks.

TASK #6 AIRPORT GIS

CAD, RMS, Mobile, and several other components within the System will utilize geographic information system (GIS) data. It is the City's responsibility to provide and maintain the GIS data that will be used by these Systems.

VERSATERM RESPONSIBILITIES

- Continue to support the City of Burbank's GIS team to ensure accurate GIS information is available in the various Versaterm systems.

AIRPORT RESPONSIBILITIES

- Work with the City of Burbank's GIS team to provide any Airport GIS information needed by the City's GIS team.

PREREQUISITES

- Access to the Burbank Police Department's system has been established.
- Application Software has been delivered and installed as needed.

VERSATERM DELIVERABLES

- None.

TASK COMPLETION CRITERIA

- N/A

TASK #7 CONFIGURE RMS IMPLEMENTATION SYSTEM

Configure the RMS and Mobile Reporting Application Software as needed and install the appropriate vRMS and vMRE client software within the designated Implementation Team workspace and on each of the team's workstations.

VERSATERM RESPONSIBILITIES

- Configure the initial RMS as needed.
- Provide the Airport with the appropriate vRMS and vMRE Application Client Software for installation on the classroom workstations and the implementation team's workstations.

AIRPORT RESPONSIBILITIES

- Assist Versaterm as needed.
- Create user accounts required by the Airport's Implementation Team to access the Versaterm application suites, to include the necessary access to the City of Burbank's network.
- Install and configure client Application Software on designated workspace and implementation team workstations.

PREREQUISITES

- The Airport team has access to the Burbank Police Department's system.

VERSATERM DELIVERABLES

- Configuration Workshop material (User and Configuration guides) in electronic format for each workshop participant.
- Delivery of Configuration Workshops.

TASK COMPLETION CRITERIA

- The appropriate RMS and Mobile Reporting installed on the workspace and Implementation Team's workstations and is fully functional.

TASK #8 CONDUCT RMS CONFIGURATION WORKSHOPS

Versaterm will conduct Implementation Sessions remotely (via MS TEAMS or other platform) with the Airport Implementation Team on a weekly or bi-weekly basis to review RMS and MRE configuration options. Versaterm shall conduct in-depth demonstrations of the RMS and MRE applications, identifying functionality supported, re-engineering points and configuration choices. Versaterm will also provide the training necessary, via product demonstrations, hands-on exercises and group discussions, to ensure the Airport Police and staff can effectively operate and maintain the RMS and MRE solutions on a daily basis. Each workshop will build off the previous workshop and be a continuation of the lessons from previous sessions.

After each workshop session is completed, Versaterm will provide specific action items and exercises for the Airport's Project Team to complete before the next workshop session.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the Configuration Workshops with the Airport's Project Managers.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshops (as needed).
- Provide one reproducible copy of the Documentation and any required workshop materials (User and Configuration guides) in electronic format prior to the scheduled workshops (as needed).

- Conduct in-depth demonstrations of the Application Software, identifying functionality and features supported, re-engineering points and configuration options.
    - NOTE: Since the Airport will be using the RMS and Mobile solutions already in use at BPD today, any configurations will need to work within BPD's systems and environment.
- Provide hands-on exercises for the Project Team members to get familiar with the Systems.
- Assist the Airport's Project Team in reviewing the Airport's existing business processes as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document any issues discussed during the Configuration Workshops that need to be resolved.

AIRPORT RESPONSIBILITIES

- Coordinate the scheduling of the Configuration Workshops with the Versaterm Project Manager.
- Identify and schedule the Configuration Workshop attendees.
- Reproduce and provide the required Documentation and materials (User and Configuration guides) for Configuration Workshop participants.
- Ensure that designated Configuration Workshop participants participate in the scheduled workshop.
- Prepare and lead reviews and discussions of the Airport's existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

PREREQUISITES

- Application Software has been delivered and installed.

VERSATERM DELIVERABLES

- Configuration Workshop material (User and Configuration guides) in electronic format for each workshop participant.
- Delivery of Configuration Workshops.

TASK COMPLETION CRITERIA

- Configuration Workshops completed.
- Workshop participants have received sufficient training to navigate and begin the RMS and MRE Configuration.
- Any required Airport business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the Action Items Log.
- The Airport's RMS and MRE implementation resources have received the required training to complete the tasks.

TASK #9 INTERFACES

There are no new interfaces included in this project.

VERSATERM RESPONSIBILITIES

- N/A

AIRPORT RESPONSIBILITIES

- N/A

PREREQUISITES

- N/A

VERSATERM DELIVERABLES

- N/A

TASK COMPLETION CRITERIA

- N/A

TASK #10 PRODUCTION SYSTEM INSTALL

The Burbank Airport will be making use of the CAD, RMS, MDT and MRE solutions already installed at the Burbank Police Department. Airport staff will install CAD, MDT and MRE solutions on Airport machines. The RMS is a browser based application, and should be whitelisted for Airport networks.

VERSATERM RESPONSIBILITIES

- Assist with installs where applicable.

AIRPORT RESPONSIBILITIES

- Establish connectivity to the Burbank Police Department's systems.
- Install CAD, MDT and MRE solutions on appropriate machines

TASK COMPLETION CRITERIA

- Airport team has established connectivity to the Burbank Police Department's systems and installed them on the appropriate machines.
- All parties agree Airport specific configurations are working as expected and are production ready.

4.3 TRAINING AND PRELIMINARY TESTING PHASE

TASK #11 SETUP TRAINING SCHEDULE AND FACILITIES

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

The Airport will prepare the necessary training facilities in order to train the Airport's sworn and civilian personnel.

VERSATERM RESPONSIBILITIES

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

AIRPORT RESPONSIBILITIES

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

VERSATERM DELIVERABLES

- Recommended training schedule.

TASK COMPLETION CRITERIA

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

TASK #12 TRAINING

Versaterm will provide hands-on training to the Airport's staff. The training will be broken out into two separate courses, Dispatch and Police/Field Operations.

The Dispatch training will focus primarily on those individuals that will be working in the dispatch center and interacting with the CAD on a regular basis. The training will provide the Airport staff with the tools to competently and confidently operate in the CAD.

The Police/Field Operations will focus on Police operations to include report writing, approving and rejecting police reports and responding to calls for service. This training will provide officers in the field with the knowledge to utilize

the MDT, MRE, RMS and vMobile. If needed, non-police field units (maintenance as an example) can be trained to respond to non-police calls for service utilizing MDT and/or vMobile.

Each training course will be delivered to all relevant Airport Staff over a 5-day period (Monday through Friday). A specific, mutually agreed-upon training schedule and course material will be generated by Airport and Versaterm staff towards the end of configuration sessions.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the Training with the Airport's Project Managers.
- Provide a proposed training agenda and schedule to the Airport.
- Provide training facility requirements to the Airport's Project Managers.
- Provide required skills and any pre-requisite training required by Training participants.
- Work with the Airport to develop a set of Training Documents that includes the Airport's requirements, in electronic format.
- Conduct the Training sessions.

AIRPORT RESPONSIBILITIES

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

PREREQUISITES

- Setup Training Schedule and Facilities.
- Production system access tested and available.

VERSATERM DELIVERABLES

- Training facility requirements.
- Training participants pre-requisite training and required skill set.
- Training documentation prepared with the Airport.
- Training courses.

TASK COMPLETION CRITERIA

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

TASK #13 SYSTEM ADMINISTRATION

The Airport will coordinate with the Burbank Police Department's system administrators to fulfill any system administration needs.

VERSATERM RESPONSIBILITIES

- Ensure the Airport staff knows who the system administrators are at the Burbank Police Department.

AIRPORT RESPONSIBILITIES

- Coordinate with the Burbank Police Department for any system administration needs.

PREREQUISITES

- None

VERSATERM DELIVERABLES

- Facilitate meeting between Airport and BPD staff to establish system administration criteria.

TASK COMPLETION CRITERIA

- Airport and BPD staff have met.

TASK #14 READY FOR USE

This task signifies that Versaterm has delivered all required software, and Training, and remedied all errors for the Airport to start End-user training.

VERSATERM RESPONSIBILITIES

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

AIRPORT RESPONSIBILITIES

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

PREREQUISITES

- Configuration workshops completed

VERSATERM DELIVERABLES

- Written notice to the Airport that the System is Ready for Use, once all defects mutually identified by the Airport and Versaterm have been corrected.

TASK COMPLETION CRITERIA

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

TASK #15 END-USER TRAINING

Versaterm will provide just-in-time training to end-users. A mutually agreed upon training schedule will be developed by the Versaterm and Airport project managers. Training will be conducted by Versaterm staff on-site during weekdays and reasonable work hours.

VERSATERM RESPONSIBILITIES

- Provide end user training for CAD, MDT, v Mobile, RMS and MRE.

AIRPORT RESPONSIBILITIES

- Provide adequate training facilities including screen projection resources and enough workstation positions for up to twenty (20) students.
- Train additional trainers as necessary to handle end-user training post implementation.
- Schedule and organize the end-user training schedule. The training shall not include weekends or very late start or end times.
- Assign end-users to training classes at each facility.
- Prepare required training documentation and material for each end-user attending a training session.
- Ensure that the designated end-users attend their scheduled end-user training classes.

PREREQUISITES

- Setup Training Schedule.
- Setup Training Facility.

VERSATERM DELIVERABLES

- Deliver end user training for CAD, MDT, vMobile, RMS and MRE

TASK COMPLETION CRITERIA

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

4.5 PRODUCTION PHASE

TASK #16 PRODUCTION USE

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

VERSATERM RESPONSIBILITIES

- Collaborate with the Airport to determine the date and time of the System cutover for Production Use.
- Remotely (via MS TEAMS or other platform) assist the Airport in placing the system into a Production Use.
- Remotely (via MS TEAMS or other platform) monitor the initial operation of the System and answer any operational questions raised by the Airport.

AIRPORT RESPONSIBILITIES

- Collaborate with Versaterm to determine the System Cutover date and time.
- Provide trained personnel to be the first line of Support.

PREREQUISITES

- End-User training

VERSATERM DELIVERABLES

- Versaterm resources remotely support the System cutover to Production Use.

TASK COMPLETION CRITERIA

- The System, be it the CAD or RMS go-live, is successfully operating in Production Use.

Exhibit C.2 Project Implementation Schedule

WBS	Name	Type	Start	Finish	Duration
2	Execute Contract	Milestone	2025-07-07	2025-07-07	1 day
3	Payment Milestones	Milestone	2025-08-18	2026-06-01	206 days
3.1	Payment Milestone #1 - Kickoff (25%)	Deliverable	2025-08-18	2025-08-18	1 day
3.2	Payment Milestone #2 - Dispatch/Comms. Training Completed (25%)	Task	2026-02-20	2026-02-20	1 day
3.3	Payment Milestone #3 - Police/Field Ops. Training Completed (25%)	Task	2026-05-29	2026-05-29	1 day
3.4	Payment Milestone #4- Police/Field ops. Go-Live (25%)	Deliverable	2026-06-01	2026-06-01	1 day
4	Project Management	Deliverable	2025-07-07	2026-07-03	260 days
5	Implementation Support	Deliverable	2025-08-18	2026-06-12	215 days
6	Kickoff	Task	2025-08-18	2025-08-22	5 days
6.1	Review overall project scope and objectives	Task	2025-08-18	2025-08-18	1 day
6.2	Finalize Implementation Team Members	Task	2025-08-22	2025-08-22	1 day
6.3	Update the project schedule	Task	2025-08-22	2025-08-22	1 day
6.4	Establish Action Item Log process	Task	2025-08-22	2025-08-22	1 day
6.5	Finalize design of the VTM Monthly Status Report	Task	2025-08-22	2025-08-22	1 day

6.6	Provide vConnect access	Task	2025-08-22	2025-08-22	1 day
6.7	Confirm Hardware and Infrastructure requirements and timeline for ordering	Task	2025-08-22	2025-08-22	1 day
7	Provisioning (Build the Test Environment)	Deliverable	2025-08-25	2025-10-10	35 days
7.1	Cloud	Task	2025-08-25	2025-09-19	20 days
7.1.1	Establish Connectivity to Burbank City Network	Task	2025-08-25	2025-09-19	20 days
7.2	Open/configure required network ports	Task	2025-09-19	2025-09-19	1 day
7.3	Configure Active Directory Authentication	Task	2025-09-22	2025-09-26	5 days
7.4	Prepare a Configuration Lab	Task	2025-09-22	2025-10-10	15 days
7.5	Checkout Test Env and Prepare for Workshops	Task	2025-09-22	2025-10-03	10 days
8	Prepare GIS files	Task	2025-08-25	2025-11-04	52 days
8.1	Provide initial GIS files	Task	2025-08-25	2025-09-05	10 days
8.2	Load initial GIS files	Task	2025-09-08	2025-09-12	5 days
8.3	Test and Refine GIS	Task	2025-09-15	2025-11-04	37 days
9	Implementation / Configuration	Task	2025-10-06	2026-05-08	155 days
9.1	Configuration Workshop - Dispatch/Comms.	Task	2025-10-06	2026-01-09	70 days
9.2	Configuration Workshop - Police Ops/Field Ops.	Task	2026-03-09	2026-05-08	45 days

10	Connect to BPD environment and systems	Deliverable	2025-08-18	2025-09-26	30 days
10.1	Cloud - BPD Environment and systems	Task	2025-08-18	2025-09-19	25 days
10.2	Test and Checkout Production Env	Task	2025-09-22	2025-09-26	5 days
11	Training	Deliverable	2025-09-29	2026-05-29	175 days
11.1	Prepare for vGIS Training	Task	2025-12-09	2025-12-10	2 days
11.2	vGIS Training (webinar)	Task	2025-12-11	2025-12-11	1 day
11.3	Training	Task	2026-01-12	2026-05-29	100 days
11.3.1	Dispatch/Comms. Training Prep.	Task	2026-01-12	2026-02-13	25 days
11.3.2	Dispatch/Comms. Training	Task	2026-02-16	2026-02-20	5 days
11.3.3	Airport Police Ops/Field Ops. training prep.	Task	2026-05-11	2026-05-22	10 days
11.3.4	Airport Police Operations/Field Ops. Training	Task	2026-05-25	2026-05-29	5 days
11.4	Ready for Use (Ready for Training)	Milestone	2025-09-29	2025-10-03	5 days
12	Production Cutover and Close Support	Deliverable	2026-02-02	2026-06-12	95 days
12.1	Prepare Desktops and Mobile Computers	Task	2026-02-02	2026-02-20	15 days
12.2	Final Production Preparation	Task	2026-02-09	2026-02-20	10 days
12.3	Cutover - Dispatch/Comms.	Milestone	2026-02-23	2026-02-23	1 day
12.4	Cutover - Police Ops./Field Ops.	Milestone	2026-06-01	2026-06-01	1 day

12.5	Production Close Support - Dispatch/Comms.	Task	2026-02-02	2026-02-13	10 days
12.6	Production Close Support -Police Ops./Field Ops.	Task	2026-06-01	2026-06-12	10 days

Exhibit C.3 Minimum Airport and Peripheral Specifications

Exhibit C.4 Change Control Log

LAW ENFORCEMENT COOPERATIVE AGREEMENT

This Law Enforcement Cooperative Agreement ("Agreement") is entered into this 23rd day of April 2025, between the City of Burbank ("City") and the Burbank-Glendale-Pasadena Airport Authority ("Authority"). The City and the Authority are herein referred to, individually, as a "Party", and collectively, as the "Parties"

I. DECLARATIONS

A. The Parties hereto recognize and acknowledge that a large portion of the Hollywood Burbank Airport ("Airport"), including the terminal and all major parking lots, is located within the City of Burbank. The Burbank Police Department ("BPD") and the Burbank-Glendale-Pasadena Airport Authority Police Department ("Airport Police") share law enforcement jurisdiction at the Airport. The purpose of this Agreement is to set forth guidelines and responsibilities of the parties. Both agencies recognize that each entity possesses unique qualities, skills, and resources that may be valuable to the other, and hereby agree to support the other as set forth herein.

B. The Parties entered into a Law Enforcement Cooperative Agreement ("Original Agreement") on July 1, 2013. The terms of that agreement did not detail the right to amend or extend the agreement. As such, both parties wish to enter into this Agreement detailing the obligations of each party.

C. BPD and the Airport Police have the independent authority to enter into this Agreement. The Authorized Representatives of each Party shall be as follows:

Burbank Police Department: Chief of Police, or their designee

Airport Authority: Chief of Police, or their designee

II. FIELD OPERATIONS

A. CRIMINAL INCIDENTS

1. The Airport Police shall have the initial responsibility for response and investigation of all criminal or potentially criminal incidents originating on Airport property.

2. The Airport Police shall have primary responsibility for all

violations of federal law pertaining to the Airport, aircraft, or aviation that occur on the Airport. The Airport Police shall notify the proper federal agency and/or such local authorities (including the BPD) as required and as indicated by the type of crime, and shall relinquish control to the BPD, or other appropriate agency, pursuant to state and/or federal law and/or jurisdictional responsibility.

3. The BPD shall have primary responsibility for all incidents (including criminal, traffic and aviation) occurring off Airport property within the City of Burbank.

4. The BPD may assist the Airport Police in any initial response to criminal incidents occurring on Airport property, with the concurrence of each agency. Assistance may include the preparation of reports and follow-up investigation.

5. In the event of a violent felony (e.g., homicide, rape, etc.) occurring on Airport property, responsibility for the investigation will be assumed by the BPD.

6. The BPD shall be the custodian of records for all Airport Police generated records pertaining to Airport Police criminal cases and vehicle impounds. Airport Police arrest reports, vehicle impound reports, or reports in which property has been booked into evidence shall be submitted to the BPD Watch Commander for review and approval. The Airport Police will remain at the BPD station until the report is approved. The BPD will make all reasonable efforts to expedite the report approval process. Airport Police supervisor approved reports which do not involve arrests, vehicle impounds or booked property, may be submitted directly to the BPD Records Bureau for filing.

7. The BPD has the final authority to approve criminal bookings, vehicle impounds, and police reports based on BPD policies and state law.

8. The Airport Police may transfer command, control, and radio communications of an Airport Police vehicle pursuit from the Airport Watch Commander to the BPD Watch Commander. Upon

such transfer, BPD Communications Center personnel will handle radio communications, coordination with BPD field/air units and other allied law enforcement agencies. The management of the pursuit will be in accordance with BPD policy.

B. TRAFFIC AND PARKING CONTROL

1. The Airport Police shall have the primary responsibility for traffic control and the enforcement of state and local traffic laws on Airport property, including the issuance of citations for parking and moving violations.

2. The Airport Police shall have primary responsibility for reporting/investigating traffic accidents on Airport property.

3. The BPD shall assist in the response, preparation of initial reports, and follow-up investigation of traffic accidents when requested by the Airport Police, and with the concurrence of each agency.

4. In the event of a traffic accident occurring on Airport property involving serious injuries, the primary responsibility for investigation and reporting may be relinquished by the Airport Police to the BPD, with the concurrence of each agency.

5. The BPD shall have primary investigation and reporting responsibility in the event of a fatal traffic accident occurring on Airport property.

6. The BPD will make traffic collision reports available to involved parties pursuant to the provisions of the California Vehicle Code and/or other applicable law.

7. The BPD will conduct hearings on behalf of the Airport Police upon request of a person(s) entitled to a post-storage (vehicle impound) hearing. The Airport Police will provide the BPD with all relevant information to conduct the hearing. If a vehicle impound is determined to be unlawful by the hearing officer, the Airport Police shall bear the financial responsibility to reimburse the vehicle owner for any fees incurred.

8. The BPD will issue vehicle impound release authorization documents to vehicle owners or their agents. The BPD will collect and keep any administrative fee authorized by the Vehicle Code and approved as part of a generally applicable fee schedule (i.e., not limited to Airport property) by the Burbank City Council for the impound release.

9. The BPD will be responsible for processing contested parking citations issued by the Airport Police. Upon request of the BPD, the

Airport Police will submit a declaration of the facts supporting the violation and/or any other necessary documentation/evidence.

1. The BPD shall draft and distribute citation correction letters on behalf of the Airport Police.

2. The BPD will provide Airport Police with parking citation books. The Airport Police will print the word "AIRPORT" in bold capital letters on the header of each citation issued.

C. AVIATION INCIDENTS

1. The Airport Police shall have primary responsibility for all aviation incidents on Airport property.

2. The BPD shall have primary responsibility for all aviation incidents occurring off Airport property within the City of Burbank.
3. The Airport Police shall assist in the response, action to control, preparation of initial reports, and follow-up investigation of aviation incidents occurring off Airport property within the City of Burbank, when requested by the BPD.

4. Primary responsibility for any aviation incident off Airport property within the City of Burbank may be relinquished to the Airport Police, with the concurrence of each agency.

D. COMMUNICATIONS

1. The BPD authorizes the Airport Police to use BPD Dispatch, "Tac

3" and "Tac 4", and Traffic Channel. The use is limited to emergency transmissions and other transmissions necessary to ensure that law enforcement activities are effectively coordinated.

2. The Airport Police authorizes the BPD to use Airport Channels 1 and 3. The use is limited to emergency transmissions and other transmissions necessary to ensure that law enforcement activities are effectively coordinated.
3. The BPD has assigned unit designations 300 through 399 to the Airport Police. The Airport Police shall provide the BPD with a current roster of officers assigned to the unit numbers, and shall continually update the roster whenever changes are made.

E. INVESTIGATIONS

1. Unless otherwise determined by the BPD Chief, the BPD will provide investigative follow-up as needed for arrests made by Airport Police.
2. The BPD will provide investigative support for criminal prosecutions throughout the judicial process.
3. An Airport Police representative is encouraged to attend the weekly BPD Crime Control Meetings.
4. The Airport Police will store evidence at the BPD Department. The Airport Police will follow all BPD procedures and policies in handling, packaging, and documentation of evidence.
5. The BPD will process evidence submitted by the Airport Police for laboratory testing as may be appropriate. The Airport Police will assume the financial responsibility associated with the testing.
6. The BPD has the authority to dispose of BPD-held Airport Police evidence in accordance with BPD policy and procedures.

F. MEDIA RELATIONS

1. Except as requested by the Airport Police Chief or the designee thereof, the Airport Police will provide a Public Information Officer (PIO) to address Airport specific media inquiries for incidents within primary jurisdiction.

2. The BPD PIO or the designee thereof may release the following information to the media on persons arrested by the Airport Police:

    a) Name
    b) Age
    c) Booking Charge, Date and Time
    d) Brief circumstances of the arrest
    e) Arrest Location
    f) Bail Amount
    g) Arraignment Date, Time and Location

3. The Airport Police may request the services of the BPD PIO for unusual occurrences with the approval of the BPD Watch Commander.

4. During after-hours, the Airport Police shall promptly notify the BPD PIO and the Watch Commander of the arrest of an individual that is likely to draw media interest (i.e., dignitaries, celebrities, government employees, elected officials, etc.).

III. SUPPORT AND ADMINISTRATIVE SERVICES

A. PERSONNEL COMPLAINTS

1. Each agency will be responsible for investigating possible and/or alleged misconduct by its own personnel.

2. Each agency will make witness employees available, through Administrative Liaisons, to internal investigators from the other agency.

3. Each agency will follow the requirements provided within the Peace Officers' Procedural Bill of Rights.

4. Received personnel complaints, involving personnel from the other agency, shall be promptly forwarded to that agency.

5. At the request of the Airport Police Chief, the BPD Chief may assume responsibility for an Airport Police internal affairs investigation, or criminal investigation involving a sworn or civilian airport employee, based on the severity or complexity of the case.

B. IN-SERVICE TRAINING

1. The BPD shall provide Airport Police officers with the opportunity to attend POST approved and other appropriate in- service training conducted or hosted by the BPD.
2. Upon the approval of the Airport Police and availability of such areas, access to pre-designated areas of the Airport may be provided for BPD training (motorcycle, SWAT, emergency vehicle operations, etc.).
3. To the extent feasible, the Airport Police shall provide BPD officers with the opportunity to attend training sponsored or hosted by the Airport Police (i.e., terrorism, hijacking, aircraft crash, etc.).

C. RANGE FACILITIES

1. The BPD shall provide range facilities and training for Airport Police officers in compliance with state requirements and BPD Directives.

2. The Airport Police shall schedule range times for its officers during regular operating hours and/or at a mutually agreed upon time.

3. The Airport Police shall provide the necessary supplies, equipment, repairs, and maintenance of its weapons to comply with BPD Rangemaster requirements.

4. Airport Police officers shall comply with BPD policies and procedures concerning the use of the range and proficiency requirements.

5. All weapons of the Airport Police used at the BPD range shall be subject to inspection by the BPD Rangemaster. The BPD Rangemaster has final authority in the use of any weapon at the BPD range.

D. SUBPOENAS AND RECORDS

1. Airport Police citations scheduled for court trial shall be routed through the BPD Subpoena Office. The BPD shall forward the subpoenas to the Airport Police.

2. In cooperation with Airport Police, the BPD will process Public Records Act requests and discovery requests for Airport Police documents in the possession of the BPD.

3. The BPD shall maintain reports received from the Airport Police. Reports will be purged according to law and/or the City Council approved Records Retention Schedule. BPD report numbers (DR#) will only be provided upon receipt of the report. Report numbers will not be issued by telephone, computer, or the radio.

4. Upon an official request by the BPD for a legitimate law enforcement purpose, the Airport Police will provide Automated License Plate Reader (ALPR) data (i.e., the data relate to a specific criminal investigation or department-related civil or administrative action).

5. The BPD will provide the Airport Police remote access to any currently utilized Records Management System and Computer Aided Dispatch ("System"), including, but not limited to, Versaterm. Airport Police access to the System will be restricted to parameters set forth by BPD, in BPD's sole discretion, after consulting with Airport Police. Access to the System is restricted to official law enforcement purposes. Unauthorized dissemination of confidential information is prohibited. The BPD reserves the right to revoke access by individuals who violate these terms.

6. Effective upon execution of this Agreement, or as soon as feasible, the Airport Police will enter all crime reports intended to be filed with BPD into the currently utilized BPD Records Management System.

7. The BPD will provide the Airport Police on-going training for crime report data entry into the BPD Records Management System.

E. JAIL FACILITITES

1. Airport Police may book and detain arrestees into the BPD Jail Facilities ("Burbank Jail"). The BPD, however, after a reasonable assessment may refuse to accept any prisoner brought to the Burbank Jail by the Airport Police. In determining suitability for booking and/or detention in the Burbank Jail, Airport Police arrestees shall be subject to the same BPD standards and guidelines applicable to all other arrestees. If BPD determines that a prisoner needs medical approval for booking, it shall be the responsibility of the Airport Police to obtain medical approval at the Authority's cost. If, after being booked in the Burbank Jail, BPD determines that a prisoner brought in by the Airport Police should be removed to another jail facility, it shall be the responsibility of Airport Police to provide such removal and transportation as soon as possible upon notification by BPD.

2. The BPD makes no assumption or ratification of, or finding regarding the legal validity of an arrest by accepting custody of Airport Police arrestees. The Authority shall defend, indemnify, and hold BPD and City harmless for all claims and/or liability arising out of detention of Airport Police arrestees in the Burbank Jail, including but not limited to claims for false arrest, false imprisonment, failure to provide medical care or attention, assault, battery, wrongful death, civil rights violations, and any other claims of any nature arising of BPD's acceptance of Airport Police custodies. This defense, indemnity, and hold harmless obligation shall not apply in the event a claim and/or liability is determined by a court of competent jurisdiction to have occurred as a direct result of intentionally tortious, reckless, or criminal acts by BPD or City employees.

F. REVENUE

1. In consideration for the support, training, and administrative services provided to the Airport Police by the BPD, as set forth herein, the City shall receive fines and forfeitures derived from, or related to state and municipal law criminal offenses occurring on Airport property. Such fines and forfeitures shall not include fines

and forfeitures arising from violation of federal law offenses or from violation of Authority rules and regulations. Such fines and forfeitures shall be transmitted to the BPD on a bi-monthly basis per calendar year.

G. GRANTS

1. The Airport Police and BPD agree to explore joint grant opportunities to enhance public safety in or around the Airport.

IV. INDEMNITY

A. Each party requesting services hereunder from the other agrees to indemnify, hold harmless, release and defend the party providing the services, its City Council, Commission, officers, employees, and representatives from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of; or are claimed to result from, or to arise out of services provided under this Agreement, except to the extent such liability, loss, suits, claims, damages, costs, judgments and expenses result from the reckless conduct or willful misconduct of the employees of the party providing the services.

B. Except as otherwise provided herein, each party assumes full and sole responsibility for all risks of injury or damages arising from its actions hereunder, including the operation of vehicles, and each shall be solely responsible for all claims, liability, loss, suits, damages, costs and expenses, attorney's fees, litigation costs, and personal injuries resulting directly or indirectly from, or arising out of, its own performance of the terms of this Agreement, except where the negligent performance of the terms of this Agreement by one of the parties results in costs or liability to the other party. The party whose negligent action or inaction causes the costs or liability shall indemnify, defend, hold harmless, and release the other party from any liability therefore including any portion of the damages which may be assessed against the parties.

V. TERMINATION

This Agreement may be terminated by either party hereto upon thirty days written

notice to the other party. Any notice so given shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing.

VI. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective upon the approval of this Agreement by the governing bodies of the respective parties hereto. This Agreement supersedes all prior oral or written negotiations, representations or contracts regarding this subject matter including the July 1, 2013, Law Enforcement Cooperative Agreement executed by the parties.

VII. AMENDMENT; MODIFICATION

This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the Authorized Representatives of the Parties and is subject to existing approved funds within each Party's budget.

CITY OF BURBANK, a municipal corporation

By: _____

Rafael Quintero, Chief of Police

Dated: 5/22/25

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a joint powers agency

By: _____

Ed Skvarna, Director of Public Safety/Chief of Police

Dated: 5/20/2025

Approved as to Form
Office of the City Attorney

By: _____
Title: Senior Assistant City Attorney
Date: 5/20/25

City of Burbank Agreement with Versaterm (August 8, 2023)

AGREEMENT

between

City of Burbank

-and-

Versaterm Public Safety Inc.

for the supply of a Software as a Service for the Burbank Police Department as described herein.

Agreement #2023-03

This Agreement, made in duplicate this eighth day of August, 2023 (the "**Effective Date"**)

B E T W E E N:

Versaterm Public Safety Inc., a corporation duly incorporated under the laws of the province of British Columbia having its office located at 400-1331 Clyde Avenue, Ottawa, Ontario, Canada

(hereinafter referred to as "**Versaterm**")

AND:

The City of Burbank, a municipal corporation duly incorporated under the laws of the State of California and having its office located at 275 E. Olive Avenue, Burbank CA 91502.

(hereinafter referred to as the "**Customer**")

WHEREAS the Customer wishes to acquire a Computer System through a combination of On-Site Application Software, Onboarding Services, and SaaS Services, including training, support, and related services for the City of Burbank Police Department (hereinafter referred to as the "Police Department");

AND WHEREAS Versaterm has represented that it has the capacity and is authorized and willing to supply the On-Site Application Software, Software as a Service, and Professional Service on the terms set out in the Agreement.

NOW THEREFORE in consideration of the mutual covenant herein contained, the Customer and Versaterm (hereinafter collectively referred to as the "Parties", or individually as a "Party") agree as follows:

1. Definitions

1.1 "Agreement" means this agreement, all exhibits attached hereto, all documents incorporated by reference herein or therein and all instruments supplemental and/or amendments hereto or thereto.

1.2 "Application Software" means Versaterm's proprietary programs, including both object code and source code, as described by the Versaterm-provided Documentation, any subsequent release notes and other pertinent documentation (attached hereto in Exhibit F) which Versaterm has covenanted to license to the Customer to use pursuant to the terms of this Agreement.

1.3 "Authorized Person" means an employee, or independent contractor of Versaterm who has a legitimate need to know or otherwise access Customer Data to enable Versaterm to perform its obligations under this Agreement, and who is bound in writing by confidentiality obligations sufficient to protect Customer Data in accordance with the terms and conditions of this Agreement.

1.4 "Authorized User(s)" means an employee, or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Product.

1.5 "Business Days" for the purposes of this Agreement shall mean weekdays, Monday through Friday, excluding holidays recognized by the Customer.

1.6 "Change Order" means a document, agreed and signed by both Parties, that changes an existing Statement of Work. The change order process is outlined in the Change Control Log (Exhibit D.7).

1.7 "CJIS" means Criminal Justice Information Services.

1.8 "Computer System" or "System" includes all aspects of Application Software and Services to be provided by Versaterm to the Customer pursuant to this Agreement, as identified in the Price List and Payment Schedule (Exhibit C).

1.9 "Critical Priority Errors" means complete system failure where the Product is not available for use.

1.10 "Customer Data" means all data (including Personal Data), information, content and other materials stored or transmitted by Customer and any Authorized User through the SaaS Services, excluding any Third Party Data and any Versaterm Data.

1.11 "Customization" means an extension or modification of a Product feature that requires custom coding and/or implementation.

1.12 "Documentation" means the user guides, administration guides, release notes, technical information, and training materials, and any other documentation provided by Versaterm throughout the Agreement, for the On-Site Application Software and SaaS Services that Versaterm provides the Customer.

1.13 "Fees" means the monetary amount to be paid by the Customer to Versaterm for the rights granted and services provided under this Agreement, as mutually agreed upon and listed in Exhibit C.

1.14 "Go-Live" means the date on which the Onboarding Period ends, and the Production Period begins, as further defined in the Statement of Work (Exhibit D.1).

1.15 "High Priority Errors" means a serious problem that materially affects the operational use of the Product.

1.16 "Interface Control Document" means the terms, if applicable, governing any integrations with Third Party Applications, as defined in Exhibit D.3.

1.17 "Intellectual Property Rights" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.18 "Major Enhancement Release" means a change or new release of the Product then in use by the Customer containing new functions, features and enhancements that have become part of the standard system.

1.19 "Minor Enhancement Release" means a change or new release of the Product then in use by the Customer designed to correct Problem(s) and/or provide minor functionality additions.

1.20 "Onboarding Period" means the period during the Term before the Production Period during which Versaterm will provide Onboarding Services.

1.21 "Onboarding Services" means the evaluation, consultation, implementation, customization, configuration, development of interfaces, and other services provided by Versaterm in connection with the Product. This is including, but not limited to, project management, re-engineering/implementation, training, conversion, and installation as listed in the Price and Payment Terms (Exhibit C) and as further described in the Statement of Work (Exhibit D.1), and related onboarding documentation, which are detailed in Exhibits D through D.7.

1.22 "On-Site Application Software" means Versaterm's proprietary software programs as described in sub-section 1.2 that are installed and used on Customer's own systems or premises, on the license terms set out in Exhibit A.

1.23 “Open Source Software Components” means software programs, libraries, or distributables (commonly known as “public”, “open source” or “free” software) made publicly available by the copyright holders.

1.24 “Open Source Software Component Licenses” means licenses applicable to the particular Open Source Software Components, either supplied by Versaterm or the Customer, that may be part of the Product.

1.25 “Personal Data” means the Customer Data provided to Versaterm by or at the direction of the Customer, or to which access was provided to Versaterm by or at the direction of the Customer, in the course of Versaterm’s performance under this Agreement that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers).

1.26 “Problem” means a failure of the Product to function substantially in accordance with the Documentation.

1.27 “Product” means the combination of the SaaS Services, On-Site Application Software, and Documentation, which the Customer is authorized under the License Terms in Exhibit A to use in the course of their normal operations. The term “Product” includes sort of any Major and Minor Enhancement Releases, and Customization.

1.28 “Production Environment” means the live environment for the product used by the Customer.

1.29 “Production Period” means the period during the Term following Go-Live of the Product.

1.30 "Production Use" means the use of one or more functional application components to collect and manage real police information for the purpose of serving actual police needs; this is in contrast to "testing mode", where real police information may be used, but only for the purpose of evaluation and testing.

1.31 “Ready For Use (RFU)” means the point in time when Versaterm declares that the Product is ready to be used for production purposes. Ready For Use is attained once the Application Software is configured, interfaces have been demonstrated, sample data has been converted, and functional acceptance testing has been completed pursuant to Acceptance Testing (Exhibit B.5), and Versaterm has delivered the training identified in the Training Course Outlines (Exhibit D.6) according to the Statement of Work (Exhibit D.1).

1.32 “Services” means the services provided or required to be provided by or through Versaterm, including without limitation, Onboarding Services and SaaS Services.

1.33 “Software as a Service” or “SaaS Services” means the Application Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Versaterm for remote access and use by the Customer, including any Documentation hereto.

1.34 "Source Code" means a collection of computer instructions written using a human-readable programming language. Source Code shall include all material including, but not limited to, design documentation, Software Documentation, reference manuals, libraries for the Software, and interface software, in any form (printed, electronic, or magnetic).

1.35 "Support" means services which are provided by Versaterm to the Customer, as described herein, regarding Problem(s) encountered with standard, unmodified Product, and with Versaterm's modifications to or interfaces with the Products, and which are necessary to:

i. resolve Problems and provide temporary "work around" solutions, if necessary;
ii. assist with data manipulation, duplication or restoration where data has been affected by defects under paragraph (i) immediately above, but not by hardware defects or operator error or misuse of any of the software or hardware;
iii. periodically review all Products to identify and resolve Problems on a preventative basis; and
iv. provide, in a timely manner, all Major and Minor Enhancement Releases.

1.36 "Support Authority" means the Customer's designated employee(s) authorized to approve additional, separately billable time & materials support work, beyond that included within this Agreement.

1.37 "Support Contact" means Customer's designated employee, a consultant providing services directly to the Customer, or another designated Customer representative with whom Versaterm will communicate when providing Support. The Support Contact must be knowledgeable about how the Product is being used and must be familiar with the operating environment under which it is being used.

1.38 "Term" means the Initial Term and any Renewal Term.

1.39 "Third Party Application" means a third-party service by a Third Party Provider(s) approved by Versaterm to which the Customer and any Authorized User facilitates Versaterm's Vendor access to, and use of the SaaS Services, via an application programming interface or other means.

1.40 "Third Party Components" means any components of the Product provided by third parties, including Open Source Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).

1.41 "Third Party Data" means any data owned by a third party that the Customer accesses via the Product.

1.42 "Third Party Providers" means third parties, including other vendors, federal agencies, state/provincial agencies, and local agencies that control products and/or databases with which the Product are to be interfaced but for the avoidance of doubt shall not include any Third Party Suppliers.

1.43 "Third Party Suppliers" means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Product provided to the Customer by Versaterm.

1.44 "Transition Assistance" has the meaning given in Section 12.

1.45 "Versaterm Data" means data, information, content, and other materials provided, stored or transmitted through the SaaS Services, excluding all Customer Data, which are the property of Versaterm, including Documentation and standard forms.

1.46 "Versaterm Certified Browsers" means acceptable browsers on which Versaterm shall operate its Software. This internal list shall be maintained by Versaterm.

2. Contract Documents

2.1 This Agreement consists of the following documents:

2.1.1 This document setting forth Sections 1 through 25, inclusive, as the main body of this Agreement (also known to the Parties as the "Head Agreement") as duly executed by both Parties, and reflecting any subsequent mutually endorsed changes to or extensions of this document.

2.1.2 The attached Exhibits forming part of the Agreement:

- **Exhibit A:** License Terms
- **Exhibit B:** Annual Subscription Support Terms
- **Exhibit C:** Price & Payment Terms
- **Exhibit D:** Onboarding Terms & Conditions
  - **Exhibit D.1** Statement of Work
  - **Exhibit D.2** Project Implementation Schedule
  - **Exhibit D.3** Interface Control Document (ICD)
  - **Exhibit D.4** Customization and Enhancements Control Document (CECD)
    - **Exhibit D.4a** Conversion
  - **Exhibit D.5** Acceptance Testing
  - **Exhibit D.6** Training Course Outlines
  - **Exhibit D.7** Change Control Log
- **Exhibit E:** System Performance and Availability Standards
- **Exhibit F:** Documentation
- **Exhibit G:** Customer Supplied Hardware and Third Party Software
- **Exhibit H:** Insurance
- **Exhibit I:** FivePoint OnPoint
- **Exhibit J:** SPIDR Modules
- **Exhibit K:** Versaterm's Response to the City's RFP

Exhibit L: City of Burbank's Request for Proposals (RFP)
Exhibit M: Cit Com Professional Services Agreement

2.2 These documents are incorporated by reference and are an integral part of this Agreement, their precedence being in the order of presentation described above, recognizing the Change Control Log (Exhibit D.7) or any amendments expressly stated to supersede all contract documents.

2.3 Each party shall notify the other of any error, omission, ambiguity, discrepancy, or inconsistency that the respective party may find in any of the documents comprising this Agreement. Neither party shall be entitled to take advantage of any known error, omission, ambiguity, discrepancy, or inconsistency and, without limitation, neither party shall be permitted to use any such error, omission, ambiguity, discrepancy or inconsistency as the basis of a claim for additional payment or extension of time. Upon discovery of such error, omission, ambiguity, discrepancy or inconsistency in this Agreement, the Parties shall take such measures as are required to overcome the problem and, if necessary, shall negotiate necessary amendments to cure or correct same.

2.4 It is not uncommon for changes to be identified and mutually agreed to as necessary during the term of an agreement, such as this Agreement. This may involve changes to software, hosting services, functionality, training, etc. with an associated additional cost, or it may entail changes to schedules, sequences, staff, etc. that do not involve changes to costs. In either event, such changes must be documented in writing. Changes without financial impact will be documented in the form of project status reports. All changes with financial impact or that result in any amendment to the terms of this Agreement will follow the change order process set forth in Change Control Log (Exhibit D.7).

3. Term of Agreement

3.1 This Agreement shall be effective from the Effective Date and shall expire on the date of Go-Live (the "Initial Term"), as indicated in the Statement of Work (Exhibit D.1). Subject to termination in accordance with Section 10 and provided an annual appropriation has been made in the then-current annual fiscal year budget (See Section 10.2) or by formal amendment to the Agreement; automatic one (1) year subscription extensions (each a "Subscription Renewal Term") shall continue thereafter, unless either party provides advance notice of the intention to not renew at least ninety (90) days prior to the otherwise automatic renewal date.

3.2 Subject to Section 3.3, below, the Subscription Renewal Term may be subject to pricing increases, which shall be provided in writing within one hundred and twenty (120) days prior to the extension date.

3.3 Renewal of the subscription shall be offered to the Customer at the prevailing commercial rates for such product and services as charged to other clients of Versaterm at that time and in accordance with the terms set forth in the Agreement. Additional charges may be incurred if the continuity of support status is interrupted at any time.

4. Security

4.1 **Background Screening.** Versaterm agrees that all personnel Versaterm employs pursuant to this Agreement shall be subject to Versaterm's background and security checks and screening (collectively "Background Screening") at Versaterm's sole cost and expense as set forth in this paragraph. The Background Screening shall include, as a minimum, criminal record checks, local police record checks, and credit checks. Any additional Background Screening required by the Customer may be at additional cost. The Background Screening shall include US DOJ criminal records checks for Versaterm personnel working on Customer premises.

4.2 **FBI CJIS Security Addendum.** Versaterm agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

5. Price and Payment Terms

5.1 In consideration of Versaterm supplying the described Product and Services in accordance with this Agreement, the Customer agrees to pay unto Versaterm the dollar amount identified as the Total Agreement Price in the Price and Payment Terms (Exhibit C) under the terms and conditions as set out in sub-sections 5.2 to 5.5 below and according to the Price and Payment Terms (Exhibit C).

5.2 This Total Agreement Price is calculated assuming there are no sales or use taxes or tariffs payable. In the event that additional sales or use taxes or tariffs are payable as determined by an authorized taxing authority, the Customer is responsible for remitting the appropriate state, local or federal sales or use tax or tariff due. If the Customer claims exemption from such taxation, upon execution of this Agreement, Versaterm requires evidence of such tax exemption from the Customer. For clarity, as of the Effective Date, there shall be no taxes charged to the Customer as the State of California does not charge tax on software and related services that are electronically transmitted.

5.3 Invoices submitted to the Customer shall be due forty five (45) calendar days after Customer's receipt of the invoice (electronic delivery accepted). If the Customer wants to dispute an invoice, it must notify Versaterm in writing within fifteen (15) calendar days of receiving the invoice. Unless disputed, accounts not paid within 45 calendar days of Customer's receipt of the invoice shall bear interest at the rate of the lesser of 1.5% per month (the equivalent of 18% per annum, compounded annually) or the highest interest rate permitted by law to be charged of the Customer on the overdue balance. Where there are inconsistencies between this Section 5 and the Price and Payment Terms (Exhibit C), the latter shall prevail.

6. Confidentiality

6.1 **Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" means:

i. With respect to Versaterm, the Product and Services and any and all Source Code relating thereto, as well as Documentation and non-public Versaterm Data, including information or materials regarding Versaterm's legal or business affairs, financing, customers, properties or data; for clarity, Confidential Information shall exclude this Agreement, purchase orders, and any other documentation deemed public pursuant to the California Public Records Act and any other relevant legislation and

ii. With respect to the Customer, any non-public information or material regarding the Customer's legal or business affairs, financing, customers, property, data, or Customer Data.

iii. Notwithstanding any of the forgoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person without an obligation to maintain its confidentiality.

6.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the effective data: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Subsection 6.5 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement; and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

6.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Each Party shall notify the other Party as soon as reasonably practicable in the event that Confidential Information of the Party is believed to have been compromised.

6.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations under this Agreement with respect to such Confidential Information.

6.5 Required Disclosures. In the event that either Party is requested or required, for the purpose of this paragraph, each, a "Request", (by oral questions, interrogatories, requests for information or document in legal proceedings, subpoena, civil investigative demand or similar process or by any

law, rule, or regulation of any governmental agency or regulatory authority) to disclose any of the Confidential Information of the other Party, such Party shall provide the other Party with prompt written notice of any such Request or requirement so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one Party is nonetheless, legally compelled to disclose Confidential Information, such Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such Party shall use its best efforts to preserve the confidentiality of Confidential Information, including, without limitation, by cooperating with the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afford the Confidential information by such tribunal.

6.6 The Parties agree that a violation of this Section 6 shall be deemed to cause irreparable harm justifying equitable relief in court, without waiving any additional rights or remedies available at law or in equity or by statute.

7. Warranties

7.1 **Power and Authority.** Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement, and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. The Customer represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement, and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations during the Term of this Agreement.

7.2 **Service Warranties.** For Onboarding and SaaS Services, Versaterm warrants that the work under this Agreement shall be performed in a good and workmanlike manner and in accordance with applicable industry standards. Except as provided for herein, Versaterm's liability and Customer's remedy under this Section are limited to Versaterm's prompt correction for such services, provided that written notice of such alleged defective services shall have been given by the Customer to Versaterm. The Customer agrees to provide Versaterm reasonable access to its facilities and third party vendor software if necessary for the provision of Services by Versaterm.

7.3 **Software Warranties.**

Versaterm warrants for a period of one year after the Onboarding Period, the On-Site Application Software and SaaS Services hereunder shall be free from significant software errors and when used in accordance with this Agreement shall operate and conform to the prevailing Documentation and all supplemental information provided by Versaterm.

Versaterm warrants that any licensed software provided to the Customer by Versaterm will, when provided to the Customer by Versaterm, be free from intentional viruses, disabling code or other

intentional programming defects, and that the Application Software, upon delivery, shall be free from any claims of IP Infringement.

7.4 Warranty Limitations. The warranties in sub-sections 7.2 and 7.3 shall be contingent upon the existence of all the following conditions: (i) the Product is implemented and used by the Customer in accordance with the Documentation; (ii) the Customer notifies Versaterm of any warranty defect as promptly as reasonably possible after becoming aware of such defect; (iii) the Customer has properly used all Major and Minor Enhancement Releases made available with respect to the Product, and any updates recommended by Versaterm with respect to any third-party software products that affect the performance of the Product; (iv) the Customer has properly maintained all associated equipment and software, as applicable, and provided the environmental conditions in accordance with written specifications provided by the applicable manufacturer of such equipment and software; (v) the Customer has not introduced other equipment or software that causes an adverse impact on the Product; (vi) the Customer has paid all undisputed amounts due hereunder and is not in default of any provision of this Agreement; (vii) any legacy software with respect to which the Product is to operate contains clearly defined interfaces and correct integration code, and (viii) the Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of Versaterm) to the Product except as may be permitted herein.

7.5 NO OTHER WARRANTIES. THE PRODUCT IS NOT INTENDED TO BE A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED USERS. THE PRODUCT DOES NOT PROVIDE LEGAL ADVICE. VERSATERM ASSUMES NO RESPONSIBILITY OR RISK FOR THE CUSTOMER'S MISUSE OF THE PRODUCT. EXCEPT AS EXPRESSLY SET FORTH UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE PRODUCT, SERVICES, THIRD PARTY COMPONENTS, THIRD PARTY DATA, THIRD PARTY SUPPLIERS, OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NO INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION, OR THAT THE SERVICES, THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT A PARTY MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE, AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BEYOND THE WARRANTIES SET FORTH IN THIS AGREEMENT.

8. Indemnities

8.1 Versaterm Indemnity for IP Breach. Subject to Sections 8.3 and 8.4, in the event of a claim that Customer's authorized use of the Application Software infringes upon any copyright, patent, or other intellectual property right of any third party, Versaterm agrees that it will defend and indemnify the Customer from and against all damages and costs awarded in a final judgment against Customer in

such proceeding or amounts agreed by Versaterm in a settlement with the third party claimant, provided that:

a. the Customer promptly notifies Versaterm in writing upon receiving notice of a claim;
b. Versaterm has sole control of the defense and all related settlement negotiations; and
c. the Customer provides Versaterm with the assistance, information, and authority necessary to perform Versaterm's obligations under this section.

8.2 Subject to Sections 8.3 and 8.4 but without limiting Versaterm's obligations under Section 8.1, in the event of a claim that the Customer's authorized use of the Application Software infringes upon any copyright, patent, or other intellectual property right of any third party, and such claim is sustained in a final judgment from which no further appeal is taken or possible, and such final judgment includes an injunction prohibiting the Customer from continued use of the Application Software or portions thereof, then Versaterm shall, at its option and expense, either:

a. procure for the Customer the right to continue the use of the Application Software; or
b. replace or modify the Application Software to make its use non-infringing, or
c. direct the Customer to cease use of the Application Software or of the specific portion(s) thereof that resulted in the final judgment; and refund compensation paid in accordance with Section 8.3.

8.3 If Versaterm directs the Customer to cease use of the Application Software or of specific portion(s) thereof, then the Customer may terminate the Service for that portion of the Application Software which Versaterm directed the Customer to cease use and Versaterm shall pay the Customer the amount of the Fees paid in the previous twelve (12) months.

8.4 Notwithstanding Sections 8.1 and 8.2, Versaterm shall have no obligation for any claim based upon:

a. the Customer's use of Application Software other than a current, unaltered release of the Application Software, if such infringement would have been avoided by the use of a current, unaltered release of the Application Software; or
b. the combination, operation, or use of any Application Software furnished hereunder with non-Versaterm programs or data, if such infringement would have been avoided by the combination, operation, or use of the Application Software with other programs or data.
c. Third Party Components, which are warranted solely by the individual Third Party Supplier.

8.5 This Section 8 states the entire obligation of Versaterm with respect to any claim that the Product infringe upon any copyright, patent, or other intellectual property right of any third party and represents Customer's sole remedy in respect of any claim covered by this Section 8.

8.6 Customer Indemnity for IP Breach. Customer will defend, indemnify, and hold harmless Versaterm, and each of their officers, directors, managers, shareholders, members, and employees from and against all damages and costs awarded in a final judgment in connection with:

I. any third party claim arising from or relating to:

i. any allegation that any data, information, or materials provided by Customer hereunder, including, without limitation, the Customer Data and Third Party Applications, when used in connection with the Product or any customization or configuration made to the Product proposed by or provided by Customer under a statement of work that:

a. infringes or misappropriates any Intellectual Property Rights of a third party, or

b. violates any applicable laws;

ii. the actual violation of applicable laws by Customer, any Authorized User, or any Affiliate, employee, agent, or independent contractor of Customer; or

8.7 **Customer Indemnity for Third Party Applications.** In the event that Customer fails to properly obtain the grant of rights to Versaterm to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Customer shall defend, indemnify, and hold harmless Versaterm from any and all claims based on Versaterm's use of such Third-Party Application. Customer, and not Versaterm, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

9. Limitation of Liabilities

9.1 **LIABILITY EXCLUSION.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF, OR FAILURE OF THE PRODUCT, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PRIVACY CAUSED BY CUSTOMER , REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, NOTWITHSTANDING THE FOREGOING, VERSATERM SHALL USE COMMERCIALLY REASONABLE EFFORTS TO ENSURE THIRD PARTY COMPONENTS COMPLY WITH THIS AGREEMENT AND TO CURE ANY BREACH RESULTING FROM THE THIRD PARTY COMPONENTS, AND THE LIMITATION OF LIABILITY SHALL NOT EXTEND TO VERSATERM'S FAILURE TO USE SUCH EFFORTS.

9.2 **LIMITATION OF DAMAGES.** VERSATERM'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT OR SERVICES, PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO VERSATERM BY THE CUSTOMER DURING THE FIRST TWO (2) YEARS FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT, AND THEREAFTER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

9.3 **EXCEPTION.** NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATION UNDER SECTION 8 OF THIS AGREEMENT, BREACH OF THE LICENSES GRANTED OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9.4 **THIRD PARTY PROJECT MANAGEMENT.** THE PARTIES AGREE THAT PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE CITY SELECTED CIT COM, INC. ("CIT COM") AS PROJECT MANAGER FOR THE CONTRACT NEGOTIATIONS AND TO SUPPORT VERSATERM AND THE CITY FOR THE PROJECT IMPLEMENTATION. THE CITY HEREBY RELEASES VERSATERM FROM ANY CLAIMS IT MAY HAVE AGAINST VERSATERM WITH RESPECT TO ALL MATTERS ASSOCIATED WITH THE PERFORMANCE OF CIT COM'S PROJECT MANAGEMENT SERVICES. ADDITIONALLY, ANY DELAYS CAUSED OR ASSOCIATED WITH THE PERFORMANCE OF CIT COM'S PROJECT MANAGEMENT SERVICES SHALL NOT CONSTITUTE BREACH OF THIS AGREEMENT BY VERSATERM.

10. Termination

10.1 This Agreement may be terminated at any time by mutual consent of the Parties, or by either party upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

10.2 The Customer may terminate this Agreement in the event funds are not appropriated in the City's annual budget for any product, service, or subscription.

10.3 If Versaterm should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Customer may terminate this Agreement.

10.4 If Versaterm reasonably determines that Customer's use of the Product either: (i) fails to comply with the Restrictions on Use defined in the Software Licensing Terms (Exhibit A), Section 6; (ii) poses a security risk to the Product or any third party, or (iii) subjects Versaterm or its Affiliates to possible liability, then Versaterm may immediately upon notice temporarily suspend Customer's and any Authorized User's right to access any portion of the Product, pending remedial action by Customer, or after a period of 30 days, terminate the Agreement.

10.5 The Customer's failure or inability to pay undisputed Fees as they become due shall be considered a breach of a material term under this Agreement. Versaterm shall have the right to terminate this Agreement upon thirty (30) days written notice should the Customer fail to or is unable to pay any undisputed amount due hereunder.

10.6 **Effect of Termination.** Upon termination of this Agreement, Versaterm shall immediately cease all activities under this Agreement, expect as provided for under Section 11, Transition Assistance. In the event of any termination or expiration of this Agreement:

i. Customer will pay all Versaterm invoices for the Product and Services that were provided up to the termination date. In the event of termination pursuant to Subsection 10.1, Versaterm shall be compensated on a percentage basis for work in progress, but not completed as of the date of termination. The termination date is the later of (a) the date when Versaterm receives a written termination notice from the Customer or (b) the date on which the Customer stops using the Product;

ii. All rights and licenses granted hereunder to Customer and its Authorized Users will immediately cease, including, but not limited to, all use of the Product;

iii. Versaterm will provide records to Customer in accordance with its transition assistance services ("Transition Assistance") as set forth in Section 11; and

10.7 The Parties will, upon written request of the other Party, either returning to the requesting Party or destroy any Confidential Information of requesting Party that are in other Parties possession or control.

11. Transition Assistance

11.1 Upon termination of the Agreement for any reason, and subject to Fees due being paid in full, Versaterm will return Customer's data in a CSV or other mutually agreed upon format for each record ("Record") and provide them to the Customer for download. Records can be uploaded to Customer's new system by the Customer or its new vendor. The Transition Assistance outlined in this sub-section is included in the Fees charged to Customer for the Product. Fees are due and payable up to the Cutoff Date.

11.2 As an optional Transition Assistance, Versaterm shall provide, at an additional fee, the database and other managed-services, as mutually agreed upon.

11.3 Notwithstanding the foregoing, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm.

12. Survival

12.1 All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Section 6 ("Confidentiality"), Section 8 ("Indemnities"), Section 9 ("Limitation of Liabilities") Section 10 ("Termination"), Section 11 ("Transition Assistance"), Section 12 ("Survival"), and Section 14 ("Dispute Resolution").

13. Insurance

Reserved.

14. Dispute Resolution

14.1 The Customer and Versaterm agree that disputes related to the project and this Agreement should first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, each Party (the Customer and Versaterm) shall appoint a representative to attempt to mediate the differences between the Parties within 15 elapsed Business Days of such recognition that direct negotiations have failed. If the two appointed representatives cannot reach an agreement to resolve the issue within 10 further elapsed Business Days, the two representatives shall jointly agree on the selection of a third representative. The three representatives shall then have a further 10 elapsed Business Days to make a decision, by simple majority, that shall be binding on both Parties. The costs for such mediation shall be equally and jointly assumed by the two Parties to this Agreement.

14.2 This Section 14 shall not restrict or prejudice either party's right to seek injunctive relief in a court of competent jurisdiction or right to enforce any arbitrator decisions made in accordance with this Section 14 in a court of competent jurisdiction.

15. Assignment

This Agreement shall be binding upon the successors and assigns of both Parties, provided, however, that no assignment, delegation, or other transfer (except to a third party acquiring all or substantially all of Versaterm's assets or by merger of Versaterm with a third party) shall be made by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld.

16. Versaterm Business Representations

As of the Effective Date, Versaterm represents that it is not currently considering or negotiating a sale of part or all of its assets or business or any other merger or acquisition.

17. Severability

Any provision of this Agreement or part thereof found to be illegal or unenforceable shall be deemed severed and the balance of this Agreement shall remain in full force and effect.

18. Waiver

The failure of a party to enforce a provision, exercise a right, or pursue a default of this Agreement shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given. Unless stated otherwise, all remedies provided for in this Agreement are to be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

19. Headings

The titles and headings contained in this Agreement are for reference purposes only, and shall not in any manner limit the construction or interpretation of this Agreement.

20. Entire Agreement

This Agreement shall supersede all previous communications, negotiations, and other agreements whether written or oral in relation thereto, unless the same are expressly incorporated into this Agreement by reference either at the time of execution, or subsequently, as a result of a Change Order (as per Exhibit D.7), or amendment.

21. Counterparts

This Agreement may be executed in counterparts and delivered to each of the Parties by facsimile or electronic mail. Electronic, facsimile, or photocopy signatures are deemed as legally enforceable as the original. Each such counterpart is deemed an original instrument, but all such counterparts taken together constitute one and the same agreement.

22. Notices

Any formal notice or communication given or required to be given under this Agreement, (other than routine operational communications) shall be in writing and will be served either in person or by registered mail, certified mail, or courier services that provide proof of delivery and package tracking capability, in each case with postage or shipping fees prepaid, to the other party at the address stated below or at the latest changed address given by the party to be notified as hereinafter specified. Notices will be considered effective on the day of actual delivery. Alternatively, written notices sent by electronic mail to the other party and then acknowledged back by electronic mail by the other party shall be deemed to have been given when the acknowledgment of receipt is received by the sender.

To Customer:	To Versaterm:
Burbank Police Dept. Attn: Courtney Padgett 200 N 3’rd Street Burbank, CA 91502 cpadgett@burbankca.gov	Versaterm Public Safety Inc. Attn: Warren Loomis 400-1331 Clyde Avenue Ottawa, Ontario, Canada K2C 3G4 wloomis@versaterm.com

23. Force Majeure

This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply to the extent that performance is rendered not possible by either party or its agents. Should either party be unable to perform this Agreement as the result of a Force Majeure event, such party shall give notice to the other party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

24. Choice of Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

25. UN Exclusion

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

26. No Third Party Beneficiaries

Customer and Versaterm are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

Customer

Name: Kevin Gray

Title: CIO

Date: 08/09/2023

Name: _____

Title: _____

Date: _____

Versaterm Public Safety Inc.

Name: Warren Loomis

Title: CEO

Date: August 9, 2023

Name: Terri Rosales

Title: VP, Finance

Date: August 9, 2023

APPROVED AS TO FORM
CITY ATTORNEY
Date 8/10/23
By _____
Title _____
Joseph H. McDougall
City Attorney

CITY OF BURBANK
ATTEST DATE: 8.11.2023
Kimberley Clark
CITY CLERK

Exhibit A: License Terms

1. Compliance

The Customer will be responsible to Versaterm for compliance with the restrictions on use and other terms and conditions of this Agreement by Customer and all of its Authorized Users.

2. License for Use (SaaS Services)

Subject to the terms and conditions of this License Agreement and the payment of the applicable license fee, Versaterm and/or its Affiliates hereby grants to Customer, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the SaaS Services (as described in Annex A). The SaaS Services shall be accessible through a designated secure internet platform during the Term of this Agreement solely for the Customer's use in conjunction with the Customer's police operations (and not for resale, access by third-parties, or for other commercial purposes).

Apart from the rights enumerated in this Agreement, the SaaS Services do not include a grant to the Customer of any right to use, nor any ownership right, title, or other interest, in or relating to SaaS Services, nor in any copy of any part of the SaaS Services.

3. License for Use (On-Site Application Software)

Subject to the terms and conditions of this License Agreement and payment of the applicable license fee, Versaterm and/or its Affiliates hereby grants to the Customer, for use by its Authorized User, a non-exclusive license to use the On-Site Application Software solely for the Customer's use in conjunction with the Customer's police operations.

Apart from the rights enumerated in this License Agreement, the License does not include a grant to the Customer, of any right to use, nor any ownership right, title or other interest, in or relating to the On-Site Application Software, nor in any copy of any part of the On-Site Application Software.

4. Copies of Documentation

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

5. Title

As between Versaterm and/or its Affiliates and Customer, Versaterm and/or its Affiliates retains title to and ownership of the SaaS Services, On-Site Application Software, and Documentation, including Source Code, and all Intellectual Property Rights relating thereto (collectively, "Versaterm Intellectual Property"). Versaterm and/or its Affiliates's licensors retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other Intellectual Property relating thereto. Customer will have no rights with respect to SaaS Services, On-Site Application Software, and Documentation, including Source Code, the Third-Party Data or the Third-Party Components, other than those expressly granted under this Agreement. Any suggestions for changes or improvements to the Product that Customer provides to Versaterm, whether solicited by Versaterm or not, shall be owned by Versaterm, and Customer hereby irrevocably assigns, and shall assign, to Versaterm all rights, title, and interest in and to such suggestions. Versaterm shall have no obligation to incorporate such suggestion into its products or Services.

6. Restrictions on Use

The Customer and its Authorized Users will not (and will not knowingly permit any third party to): (i) share the Customer's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Product or any files contained in or generated by the Product; (iii) copy, modify, adapt, translate, or make derivative works of the Product, Third Party Data, or Third Party-Supplied Components, or otherwise make any use, resell, distribute or sublicense the Product, Third Party Data or Third Party-Supplied Components other than in connection with this Agreement; (iv) make the SaaS Service available on a "service bureau" basis or knowingly allow any unauthorized users to use the SaaS Service; (v) remove or modify any proprietary marking or restrictive legends placed on the Product, Third Party Data, or Third Party-Supplied Components; (vi) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list for use in an implementation that is not connected to the services; (vii) Knowingly introduce into the Product any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (viii) hide or obscure any Authorized User's location with malicious intent or purpose; (ix) permit access or use of the Product for any activities other than to enhance the Customer's own services, where reliance solely on or failure to use the Product could lead to death, personal injury, or property damage. The Customer and its Authorized Users will not access the Product if in direct competition with Versaterm, and will not allow access to the Product by any party who is in direct competition with Versaterm and/or its Affiliates, except with Versaterm's prior written consent.

7. Third Party Applications

7.1 If Customer installs or enables a Third Party Application for use with the Product, Customer grants Versaterm permission to access Customer Data stored on that Third Party Application as required

for the interoperation of that Third Party Application with the Product. In no event will Versaterm be responsible for any Third Party Application, or any failure of a Third Party Application to properly interoperate with the Product. If Versaterm receives information that a Third Party Application may violate any applicable laws or third-party rights, Customer will, promptly upon receiving notice of the foregoing from Versaterm, disable any connection between such Third Party Application and the Product to resolve the potential violation (and if Customer fails to promptly disable such connection, Versaterm shall have the right to do so).

8. Third Party Components

8.1 **Usage of Third Party Components.** Where there are any inconsistencies or conflict between the terms and conditions of Third-Party Components and the terms of this Agreement, such additional terms shall govern the Customer's use of the applicable Third-Party Component. Versaterm-supplied Third Party Component license(s) are restricted for use solely with Versaterm Application Software.

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

9. Third-Party Data

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

10. Customer Data

As between Versaterm and Customer, Customer owns and shall retain all rights, title, and interest, including, without limitation, all Intellectual Property Rights, in and to Customer Data. Customer shall have the sole responsibility for the accuracy, quality, and legality of the Customer Data, including obtaining all rights and consents necessary to share the Customer Data with Versaterm as set forth in this Agreement. Versaterm shall not access Customer user accounts or Customer Data except: (i) in the course of data center operations, (ii) in response to services or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at Customer's written request. Versaterm shall not collect, access, or use user-specific Customer information except as strictly necessary to provide the Product to the Customer. Notwithstanding anything to the contrary contained herein, Customer hereby grants to Versaterm an irrevocable, worldwide, royalty free, non-exclusive license to use the Customer Data to: (a) provide the Product to Customer and other Versaterm subscribers; (b) analyze

the Customer Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the Product, create new products and services; and (c) for Versaterm's internal purposes to improve the Product. Versaterm shall not use or distribute Customer Data, regardless of whether anonymized or aggregated, for any other purpose.

11. Software Enhancements and Optional Modules

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

a. Major Enhancement Release(s) and/or Minor Enhancement Release(s) if any, to the Customer at no additional charge.

   i. In the event of a Major Enhancement Release, Versaterm will deploy such upgrades to the Customer's systems, as scheduled in advance, with appropriate notification to the Customer. Customer shall have 60 days to test the Major Enhancement Release, after which, it becomes part of the System.

   ii. In the event of a Minor Enhancement Release, Versaterm will deploy such updates to the Customer's system, as scheduled in advance, with appropriate notification to the Customer. With the goal of keeping such environments reasonably current, the Customer shall have 5 days to test the update, after which, the update shall become part of the System.

b. Interface modules that are developed by Versaterm for interfacing the Product to other software products; provided, that such modules are specifically included in the Agreement.

c. Changes to SaaS Services. Versaterm software operates on a variety of common web browser types. Versaterm reserves the right to provide the SaaS Services using only Versaterm Certified Browsers.

12. Disclaimer on Use

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

Exhibit A – License Terms

Annex A – List of Licensed Program(s)

Licensed Program

Versaterm Licenses

vCAD

vRMS

VGI GIS Maintenance Tool

Data Mart (VDM)

vMDT

- MDT CAD Link
- MDT RMS Link
- MDT NCIC Link
- MDT AVL
- MDT Mapping

vMRE

vMobile

Versaterm Message Controller (VMC)

Interface Licenses

CAD Interfaces

- JDIC/CLETS/NCIC
- Motorola/Vesta E911
- AVL
- Equature Call Recording
- RapidSOS
- Axon Evidence.com

RMS/JMS Interfaces

- JDIC/CLETS/NCIC
- CrimeView
- Crossroads Citation and Accident Upload
- Livescan/AFIS
- LexisNexus/Coplogic
- Forensic Logic/COPLINK

- LInX/D-DEX
- LACRIS
- KARPEL
- LexisNexus/Accurint
- ART - Legacy RMS Query

Exhibit B: Annual Subscription Support Terms

1. Site Access

When requested by Versaterm, the Customer is obligated to provide access to its premises, staff, and authorities, provided Versaterm staff meet the security requirements noted in Section 4 of the Head Agreement.

2. Product Support

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

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

b. CIBRS: Government mandated changes to California Incident Based Reporting System (CIBRS) data collection and submission.

3. Regular Telephone Support

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

4. 7x24 Emergency Telephone Support

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

5. Termination of Corrective Action

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

c. The Customer fails to perform its obligations under this Agreement; or

d. The Customer is not using the then current unmodified version of the Product or other versions of the Product then supported by Versaterm; or

e. Versaterm and/or the Customer is not able to reproduce the Problem in the applicable operating environment and verify that the Problem is in fact in the Product and not elsewhere; or

f. The Problem is not material; or

g. Further corrective efforts are not appropriate because the Problem has been identified and is caused by an external factor not within Versaterm's control; or

h. Versaterm has declared the Problem as probably being caused by something external to the supplied Product, such as aberrations within the client's network (LAN and/or WAN and/or related network equipment). Versaterm will terminate work on this Problem unless the Customer authorizes further diagnosis effort that may be billable separately under this Agreement when and if the suspected external problem source is confirmed. If confirmed as being caused by an external source, then such work will be billed on a time and materials basis at the then prevailing hourly rates for Support (whether within or outside normal support hours) and can be authorized by e-mail by the designated Support Authority or other as designated in writing to Versaterm as having that authority.

6. Third Party Applications

6.1 Responsibilities for Planned Updates.

Customer shall provide Versaterm with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party Provider of a Third Party Application. Versaterm shall undertake commercially reasonable efforts to patch or update the Product in order to integrate it with the updated Integrated Third Party Application.

6.2 Responsibilities for Planned Upgrades.

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

Exhibit C: Price & Payment Terms

1. Compensation & Invoices. In consideration of Versaterm supplying the described System and Services in accordance with this Agreement, City agrees to pay unto Versaterm the dollar amount identified as the Fees, below, under the following terms and conditions.

1.1. Reserved.

1.2. Invoices submitted to City shall be due forty-five (45) calendar days after the City receives the invoice (electronic delivery accepted). If City disputes an invoice, it must notify Versaterm in writing within fifteen (15) calendar days of receiving the invoice.

1.3. **Fee Schedule for One-Time Costs.** The total amount payable for one-time costs is $**1,978,855**, payable according to the following fee schedule:

CAD Fee Schedule

#	Milestone	Percentage	Payment
1	Kickoff Meeting	10%	$ 83,343.00
2	Configuration Workshop #2	20%	$ 166,686
3	Production System Install	20%	$ 166,686
4	Trainer-Training	20%	$ 166,686
5	Production Use	20%	$ 166,686
6	System Acceptance	10%	$ 83,343
	Total:	**100%**	**$ 833,430**

RMS Fee Schedule

#	Milestone	Percentage	Payment
1	Kickoff Meeting	10%	$ 114,543
2	Configuration Workshop #2	20%	$ 229,085
3	Production System Install	20%	$ 229,085
4	Trainer-Training	20%	$ 229,085
5	Production Use	20%	$ 229,085
6	System Acceptance	10%	$ 114,543
	Total:	**100%**	**$ 1,145,425**

1.4. **Fee Schedule for CAD and RMS SaaS Services.** Following Acceptance, the initial Subscription Term shall be paid in full within thirty (30) days after the Production Period begins, which shall set the date of future annual renewals (the "Subscription Payment Date"). The annual subscription Fee for subsequent years of Software as a Service (each a "Subscription Renewal Term") shall be paid in full on each annual Subscription Payment Date. Except where there is a delay caused by Versaterm, the initial Subscription Term shall begin no later than 457 Calendar Days after the Project Initiation / Kick-Off (Task #2 of the Statement of Work (Exhibit D.1).

(a) With the exception of a material change in the Annual Number of Sworn Personnel, the Subscription Renewal Term will be subject to an annual maximum cost increase of 5%, which shall be provided in writing within sixty (60) days prior to the beginning of a Subscription Renewal Term.

(b) Renewal of the subscription shall be offered to the City at the prevailing commercial rates for such product and services as charged to other clients of Versaterm at that time and in accordance with the terms set forth in the Agreement.

1.5. During the Production Period, the annual subscription fee for the Software as a Service shall be calculated as the base rate multiplied by the "Annual Number of Sworn Personnel" as defined in this Section.

1.6. User Classes. Should City resources become recategorized from sworn officers to other roles, additional user classes equivalent to an unsworn first responder role may be added, in which case, the Parties shall meet in good faith to agree on appropriate user class designations and associated user fees, which shall be lower than the user fees for sworn officers. As of the Effective Date, the user classes are as follows:

(a) "Annual Number of Sworn Personnel" is defined as the number of sworn police employees as of the date that is ninety [90] days prior to the Subscription Payment Date, as certified by the Police Department to the Versaterm account manager. Notwithstanding the foregoing, the "Annual Number of Sworn Personnel" during the first full year of the Production Period shall be 160 for CAD and 160 for RMS. Burbank Airport Police will not be included in the Annual Number of Sworn Personal, provided officers are not generating more than 500 incident reports per year.

(b) Notwithstanding the foregoing, the subscription Fee shall be $471,036 for the initial Subscription Term, calculated as follows:

i. CAD Subscription Fee: $211,400
ii. RMS Subscription Fee: $259,636

(c) If the CAD or RMS initial Subscription Renewal Term begins on different dates, Versaterm will prorate the Subscription Fee for the former of the two, ensuring a combined renewal date.

1.7. Optional Pre-Payment for CAD and RMS SaaS Services. Following Acceptance, Versaterm will offer the City the option to pre-pay CAD and RMS SaaS Services for the initial Subscription Term and an additional three (3) Subscription Renewal Terms ("Optional Pre-payment"). The Optional Pre-payment Fee is expected to be $2,000,237. Thereafter, the next annual subscription Fee for the fourth Subscription Renewal Term is expected to be $551,045 based upon quantities in this Agreement but may change if additional software or services are purchased by the City from Versaterm or if there is an increase in Sworn Personnel between the initial Subscription Term and

the third Subscription Renewal Term. Should the City elect for Optional Pre-payment, Versaterm will offer the City the use of the Adashi Command and Control (C&C) software at no cost during this four (4) year period. Adashi licensing and terms will be incorporated by an Amendment. The C&C software would be limited to five (5) user licences and includes the setup, configuration, hosting services, and CAD interface for that period. Thereafter, should the City continue using Adashi C&C as configured, the initial annual subscription Fee would be $29,246.

1.8. Payment for Cit Com Services.

(a) Pursuant to Cit Com Project Management (Exhibit M), the total Fee payable for Cit Com, Inc.'s ("Cit Com") Services shall be $327,600.00 for 1680 hours of work. Versaterm shall invoice the City, and this amount shall be payable, upon the Effective Date. Any Services required to be performed beyond 1680 hours ("Additional Services") must be approved and paid to Versaterm by the City prior to Cit Com performing any of the Additional Services.

(b) The total administrative Fee for Cit Com Services shall be $24,570.00. Versaterm shall invoice the City, and this amount shall be payable, upon the Effective Date. Any Additional Services performed shall be subject to an administrative Fee of 7.5%.

1.9. Payment for FivePoint and SPIDR Tech Software. The City shall pay the Fees for FivePoint and SPIDR Tech Software to Versaterm in accordance with Exhibits I and J respectively.

1.10. Egress and Connectivity. Versaterm will provision redundant City VPN end points – at least 2 connections. Each VPN connection has two tunnels that should be configured by City in order to provide redundancy. City is responsible for providing and configuring the required City Gateway VPN Hardware and software.

(a) CAD RMS Egress. City Data shall be made available for egress for a total of 250 gigabytes per month. Any egress connectivity beyond this rate shall be charged periodically at the then prevailing rates, and shall be paid in full when and as required.

(b) CAD and RMS Database / Disk Storage. Database storage shall be made available as follows:

a. a maximum of 200 gigabytes (combined) for the CAD and RMS Production Databases;
b. a maximum of 200 gigabytes (combined) for the CAD and RMS Production Read-Replica Databases;
c. a maximum of 50 gigabytes (combined) for the RMS Test/Implementation and Training Databases
d. a maximum of 50 gigabytes (combined) for the CAD Test/Implementation and Training Databases; and

i. Disk Storage (for multimedia attachments and logs) shall be made available for a total maximum of 300 gigabytes, plus 10% growth (30GB) per year.

ii. Any storage beyond this allocation shall be charged at the then prevailing rates, and shall be paid in full when and as required.

iii. Versaterm will notify City of current database/disk storage consumption prior to Subscription Renewal Terms so City may take appropriate action (e.g. increase storage as required).

Exhibit D: Onboarding Terms & Conditions

Exhibit D.1: Statement of Work

1 OVERVIEW

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

This Project is a collaboration between the City of Burbank, hereafter "City", and Versaterm, and is contingent upon both entities fulfilling their respective responsibilities as defined in the Contract and this Statement of Work.

1.1 PROJECT SUMMARY, OBJECTIVES, AND COMPLETION CRITERIA

This project will implement Versaterm's Computer Aided Dispatch (vCAD), Mobile Data (vMDT and vMobile), Records Management System (vRMS), Mobile Field Reporting (Mobile Records Entry; vMRE), and various related components for the Burbank Police Department. This solution will replace the legacy Tiburon CAD, RMS, and Mobile solution. Note that Versaterm's JMS is a component of the RMS (JMS is considered part of the System delivered by Versaterm during the RMS Implementation).

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

1.2 RELATED EXHIBITS

- Exhibit D.2: Project Implementation Schedule
- Exhibit D.3: Interface Control Document (ICD)
- Exhibit D.4: Customization and Enhancements Control Document (CECD)
- Exhibit D.4a: Data Conversion
- Exhibit D.5: Acceptance Testing
- Exhibit D.6: Training Course Outlines
- Exhibit D.7: Change Control Log
- Exhibit E: System Performance and Availability Standards
- Exhibit F: Documentation

2 ROLES AND RESPONSIBILITIES

2.1 PROJECT MANAGEMENT OVERVIEW

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

2.2 PROJECT MANAGEMENT TOOLS

The following project artifacts will be maintained on a SharePoint site (to be determined during implementation):

- Schedule
- Issues List
- Task List/Action Items
- Change/Decision log

If, for whatever reason, the SharePoint site presents a challenge for either party, an alternative may be created/provided.

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 Philip Larsen. Versaterm reserves the right to reassign the Project Manager, subject to City's reasonable consent. The Versaterm Project Manager is available to the City on a daily (workday) basis (not just at designated points in time). The Versaterm Project Manager is responsible for, but not limited to, the following:

2.3.1 PLANNING AND EXECUTION

- Maintain Project Implementation Schedule on City's SharePoint site (initial plan will be drafted by Versaterm PM and posted by the City. The Versaterm PM will have access to it thereafter, and update it when changes occur.)
- Ensure Versaterm tasks are executed on time.
- Coordinate and oversee the installation of all licensed Versaterm Application Software as well as all System Software and Third-Party Software included in the Contract.
- Coordinate and oversee the development efforts of all contracted interfaces.

2.3.2 COMMUNICATIONS

- Prepare project status reports identifying overall project status, recent accomplishments, outstanding issues, risks, action items and upcoming events.
- Maintain regular communication with City's Project Manager, providing timely responses, no later than five (5) Business Days, to issues raised by the City's Project Manager.
- Conduct, or participate in, bi-weekly conference calls to discuss project status updates, open issues, and identified risks. Calls may be waived by mutual agreement.
- Produce meeting minutes posted to the project's SharePoint within 48 hours of meeting completion.
- Work with City Project Managers and staff to resolve identified issues and mitigate project risks identified as requiring action.
- Facilitate communication between City resources and Versaterm resources for interface tasks.

- Assist City Project Manager with developing a Communication Plan.

2.3.3 RESOURCE MANAGEMENT

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

2.3.4 CONFIGURATION WORKSHOPS

- Assist the Versaterm Implementation Specialist during Configuration workshops

2.3.5 TRAINING

- Assist the Versaterm Implementation Specialist in conducting Versaterm Trainer and End User Training
- Provide support during the City Trainer Training
- Provide support during the City End-User Training

2.3.6 TESTING

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

2.3.6 ROLLOUT

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

2.3.7 OTHER

- Prepare project Change Order Request Forms per the Contract
- Oversee invoice preparation

2.4 CITY PROJECT MANAGER

The City's Project Manager is responsible for overseeing the implementation of the Project on the City's sites. The City'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 City's staff.
- Coordinating City activities with the Versaterm Project Manager.
- Participating in conference calls and onsite meetings with the Versaterm Project Manager to discuss Project status updates, project issues, risks including mitigation efforts, and upcoming activities.
- Reviewing Versaterm's Project status reports.
- Tracking overall Project status.
- Tracking and resolving outstanding City issues and action items for Action Item Log.
- Providing timely responses, no later than five (5) Business Days, to issues raised by the Versaterm Project Manager.

- Facilitating communication between City and Third-Party resources and Versaterm's resources for System Infrastructure, Interface and Data Conversion tasks.
- Managing communications and coordinating project activities with outside agencies and Third-Party vendors directly under contract with the City.
- Coordinating Versaterm access (SharePoint, onsite, and remote).
- Providing workspace at the City's project site for Versaterm's Project Team.
- Coordinating approval and execution of Change Orders and Amendments as needed.

2.5 ROLES AND RESPONSIBILITIES DURING THE PROJECT

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

2.5.1 VERSATERM RESPONSIBILITIES

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

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

2.5.2 VERSATERM PROJECT TEAM

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

The **Versaterm Implementation Specialists** are responsible for delivering the Configuration workshops to the City Project Team, assisting the City in configuring the CAD, RMS, Mobile, and reviewing business re-engineering options.

The **Versaterm Technical Lead** is responsible for delivering the technical aspects of the project, assisting in the Configuration workshops, and providing technical support to the project.

2.5.3 CITY RESPONSIBILITIES

The City'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 City must ensure that City personnel have ample time, resources, and expertise to carry out their assigned Project tasks and responsibilities.

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

2.5.4 CITY PROJECT TEAM

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

- Technical Lead
- System Administrator
- Application Administrator
- GIS Specialist
- Infrastructure Specialist
- Operational Lead
- Crime Analyst
- Dispatch Specialist
- Records Specialist
- Investigative Specialist
- Property and Evidence Specialist
- Jail Specialist

2.6 PROJECT SCHEDULE

The Project Implementation Schedule will be maintained by Versaterm's Project Manager and updated as necessary over the course of the Project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon Change Order Process.

2.7 CHANGE ORDERS

When a significant change to the Project occurs – as defined by the City and Versaterm Project Managers, a Change Order will be logged in Exhibit D.7: Change Control Log. The Versaterm Project Manager will be responsible for updating the Project Schedule as needed to reflect the change, as agreed upon with the City Project Manager.

3 SOFTWARE DELIVERABLES

This section describes the Project's software deliverables to be provided by Versaterm. Detail information regarding some deliverables may be found elsewhere (Exhibit D.3: Interface Control Document (ICD)).

3.1 SOFTWARE

- See Exhibit A: License Terms

3.2 INTERFACES

- See Exhibit D.3: Interface Control Document (ICD)

3.3 REDUNDANCY AND BACKUP DELIVERABLES

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

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

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

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

4 STATEMENT OF WORK TASKS

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

The precursors, start dates and durations, and responsible resources for each task are tracked in Exhibit D.2: Project Implementation Schedule. Statement of Work tasks outlined below and the tasks in the schedule may not always start and complete in a sequential manner.

4.1 PLANNING PHASE

TASK #1 PROJECT START

The Project will officially start upon the Effective Date of the Contract. In this task, the City and Versaterm Project Managers will hold a meeting to initiate the project. The Project Managers will establish the Project Action Item Log confirm a Communication Plan, and update the Project Implementation Schedule.

VERSATERM RESPONSIBILITIES

- Schedule the meeting to initiate the project with the City Project Manager.
- Collaborate with the City's Project Manager to design the format of the Project Action Item Log, Issues List, Change/Decision log, Risk List/Register, and Change Management Items List.
- Collaborate with the City's Project Managers to establish and confirm the Communication Plan.

CITY RESPONSIBILITIES

- Host the meeting to initiate the project with the Versaterm Project Manager.
- Collaborate with the Versaterm Project Manager to design the format of the Project's Action Item Log.
- Collaborate with the Versaterm Project Manager to establish and confirm the Communication Plan.

PREREQUISITES

- Contract Execution.

VERSATERM DELIVERABLES

- Project Action Item Log and initial content (on SharePoint site, if available).

TASK COMPLETION CRITERIA

- The required discussions have been held.
- The City has approved the format and content of the initial Action Item Log.
- The City and Versaterm have confirmed the Communication Plan.

TASK #2 PROJECT INITIATION/KICKOFF

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

- Overall project scope
- Key contract elements
- City Project Team introduction
- City Project Team requirements, roles, and assignments
- Versaterm Project Team introduction
- Versaterm roles and assignments
- Project Implementation Schedule
- Other key project details (e.g., risks, communication plan, change management)

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

VERSATERM RESPONSIBILITIES

- Work with the City to develop the Kickoff Presentation.
- Participate in the Project Kickoff Meeting.

CITY RESPONSIBILITIES

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

PREREQUISITES

- Project Implementation Schedule has been finalized.

VERSATERM DELIVERABLES

- Initial System Diagram.

TASK COMPLETION CRITERIA

- Project Kickoff Meeting concluded, and draft Initial System Diagram submitted to City.

4.2 CONFIGURATION PHASE

The purpose of the Configuration Phase is to build and configure the System.

These tasks and deliverables include both technical tasks and software familiarity tasks. Technical tasks involve activities such as the setup of the software, the development of the interfaces, whereas, software familiarity tasks involve a number of activities that take place in the form of Configuration Workshops.

Configuration Workshops provide the City's Project Team with an overall understanding of the Versaterm applications and interfaces, including various configuration options.

CAD Configuration Workshops: Three (3) Configuration Workshops will be delivered by Versaterm to the City's Project Team, in addition to sessions focused on special topics as deemed appropriate by City and Versaterm.

RMS Configuration Workshops: Four (4) Configuration Workshops will be delivered by Versaterm to the City's Project Team, in addition to sessions focused on special topics as deemed appropriate by City and Versaterm.

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

Unless specified as remote, it is the City and Versaterm's intention to conduct Configuration Workshops in person in a classroom facility provided by the City. The classroom will remain operational to the Implementation Team members for the duration of the project for configuration and testing assignments. The classroom facility must include 1 computer projector, a computer workstation for the instructor and a computer workstation for each implementation team participant (a minimum of 5). Versaterm recommends that this training room be configured in a manner to replicate a 'model office' where Implementation Team members can test and confirm configurations and observe impacts to agency operations.

TASK #3 CONFIGURE VCLOUD SERVERS AND TRAINING CLASSROOM

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

VERSATERM RESPONSIBILITIES

- Provide the AWS Cloud computing system containing the System Training and Test systems.
- Assist the City with AWS networking configurations and ensuring access to the AWS Cloud non-prod environment.
- Provide details on require ports that must be opened or configured.

CITY RESPONSIBILITIES

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

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

PREREQUISITES

- Project Kickoff Meeting concluded.

VERSATERM DELIVERABLES

- System implementation system (vCAD and vRMS Training and Test systems) in the AWS Cloud.

TASK COMPLETION CRITERIA

- The vCAD and vRMS Training and Test systems have been installed and configured in the AWS Cloud.
- VPN access has been provided to Versaterm by the City.
- The City has established network connectivity to the AWS Cloud non-prod environment.
- The City has setup the training classroom.

TASK #4 CONFIGURE CAD IMPLEMENTATION SYSTEM

Configure the CAD and Mobile Application Software and install the vCAD/vMDT/vMobile client software within the designated Implementation Team workspace and on each of the team's workstations.

VERSATERM RESPONSIBILITIES

- Configure the Versaterm server Application Software installed in the AWS Cloud.
- Load mutually agreed upon initial tables such as 'User Identification Numbers'.
- Load the street files, if available.
- Configure the initial CAD and MDT MapViewer.
- Provide the City with the vCAD/vMDT/vMobile Application Client Software for installation on the classroom workstations and the implementation team's workstations.

CITY RESPONSIBILITIES

- Assist Versaterm as needed.
- Provide GIS shapefiles and map packages as required to create the Master Street Index file and initial map configuration.
- Work with Versaterm to identify the initial tables to be loaded such as 'User Identification Numbers'.
- Create user accounts required by the City's Implementation Team to access the Versaterm application suites.
- Install and configure client Application Software on designated workspace and implementation team workstations.

PREREQUISITES

- Configure vCloud servers concluded.

VERSATERM DELIVERABLES

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

TASK COMPLETION CRITERIA

- The vCAD Application Software is configured in the AWS Cloud; and
- The CAD and Mobile Application Software installed on the workspace and Implementation Team's workstations and is fully functional.

TASK #5 CONDUCT CAD CONFIGURATION WORKSHOP #1

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

After the workshop is completed, Versaterm will provide specific action items and exercises for the City's Project Team to complete before the second Configuration Workshop.

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

- Coordinate the scheduling of the Configuration Workshop #1 with the Versaterm Project Manager.
- Identify and schedule the Configuration Workshop #1 attendees.
- Reproduce and provide the required Documentation and materials (User and Configuration guides) for Configuration Workshop #1 participants.
- Ensure that designated Configuration Workshop #1 participants participate in the scheduled workshop.
- Prepare and lead reviews and discussions of the City's existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

PREREQUISITES

- CAD Implementation environment has been set up.
- Application Software has been delivered and installed.

VERSATERM DELIVERABLES

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

TASK COMPLETION CRITERIA

- Configuration Workshop #1 completed.
- Workshop participants have received sufficient training to navigate and begin the CAD and Mobile System Configuration.
- Any required City business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the Action Items Log.
- The City's CAD and Mobile implementation resources have received the required training to complete the tasks.

TASK #6 VERSATERM GIS INTERFACE INSTALLATION AND TRAINING

CAD, RMS, Mobile, and several other components within the System will utilize the City provided geographic information system (GIS) data. It is the City's responsibility to provide and maintain the GIS data that will be used by these System components. The ESRI Geofile Interface in Exhibit D.3: Interface Control Document (ICD) of this SOW establishes the requirements for the System's GIS information.

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

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

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

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

VERSATERM RESPONSIBILITIES

- Provide any mutually agreeable updates to the ESRI Geofile section of Exhibit D.3: Interface Control Document (ICD) of this SOW prior to the scheduled Training Session.
- Coordinate and schedule the VGI Training Session with the City's Project Manager.
- Provide VGI Training Session requirements to the City's GIS Lead.
- Provide required skills and any pre-requisite training required by trainees.
- Provide Documentation and material required for the training in a format suitable for reproduction in electronic format prior to the scheduled Training Sessions.
- Provide requirements for the workstation needed to support the VGI Software tool.
- Provide the City with the VGI Software tool and installation Documentation material.
- Coordinate and support the remote installation of the VGI Software tool.

- Lead and provide remote VGI Training Session that provides an overview of the System's GIS structure, reviews the GIS data file requirements, and provides instructions on how to Configure and run the VGI tool.
- Provide the City with assistance and guidance in obtaining, merging, processing, and loading the ESRI GIS data into the VGI and Versaterm's CAD and RMS.
- Assist the City's GIS Lead with resolving any issues the City encounters.
- Respond to City questions in a timely manner.
- Assist, as required, with analyzing vGIS Software tool errors resulting from loading City-provided GIS data into the System.

CITY RESPONSIBILITIES

- Gather, prepare, and pre-process the required GIS data for the Training Session.
- With Versaterm assistance, install the VGI Software tool provided.
- Coordinate the scheduling of the remote VGI Training Session with Versaterm's Project Manager.
- Identify and schedule the VGI Training Session trainees.
- Reproduce and provide the required Documentation and training materials to VGI Training Session trainees.
- Ensure that the designated trainees attend the scheduled VGI Training Session.

PREREQUISITES

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

VERSATERM DELIVERABLES

- GIS data required for the Training Session in the proper format and with the proper content. Fully operational VGI Software tool installed and Configured on City provided workstations.
- VGI Training Documentation and material for each trainee.
- Completed VGI Training Session per the Project Schedule.

TASK COMPLETION CRITERIA

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

TASK #7 CONDUCT CAD CONFIGURATION WORKSHOP #2

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

After the week is completed, Versaterm will provide specific action items and exercises for the City's Project Team to work on before the next scheduled Configuration Workshop.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the CAD Configuration Workshop #2 with the City's Project Managers.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshop.
- Conduct additional in-depth demonstrations of the Application Software, identifying functionality supported, re-engineering points and Configuration options, including:
    - Review GIS (Street Index) in relation to address related records and response areas.
    - Demonstrate and explain coverage area setup.
    - Demonstrate and explain police patrol districts and response recommendations.
    - Demonstrate and explain entering address related records.
    - Review MapViewer setup options and demonstrate configuration choices.
    - Demonstrate Status Screen configuration options.
- Review the System Configuration progress to-date; identifying remaining tasks.
- Review outstanding Configuration and business process re-engineering issues.
- Review configuration options relating to interfaces.
- Review project plan and status of various implementation tasks, and document assignments made, target completion dates, and any issues yet to be resolved.
- Provide a report at the end of the implementation session that includes a list of tasks and key decisions to be completed by the City prior to the next workshop.

CITY RESPONSIBILITIES

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

PREREQUISITES

- CAD Configuration Workshop #1.
- Versaterm GIS Interface (VGI) Training.
- GIS Data processed.

VERSATERM DELIVERABLES

- Delivery of Configuration Workshop #2.

TASK COMPLETION CRITERIA

- CAD Configuration Workshop #2.
- Workshop participants have received sufficient training to continue the System Configuration.
- Any required City business process re-engineering points covered during the workshop have been identified and documented.
- The list of tasks and key decisions have been provided to the City.
- All identified issues have been documented in the Action Item Log.

TASK #8 CONDUCT CAD CONFIGURATION WORKSHOP #3

- The third CAD Configuration Workshop is a continuation of the second CAD Configuration Workshop. The objectives of the third CAD Configuration Workshop are to review the City Project Team's progress, cover all functionality and features that have not been covered already, discuss the business process re-engineering decisions and impacts to the processes, confirm the configuration options and address any open issues.
- Versaterm will provide additional product demonstrations and hands-on exercises, as well as discuss the objectives of the next project phases (Testing and Training) with the Project Team and Project Managers.
- After the week is completed, Versaterm will provide specific action items that need to be completed before the next phase of the project.

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

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

PREREQUISITES

- CAD Configuration Workshop #2.

VERSATERM DELIVERABLES

- CAD Configuration Workshop #3
- Documentation of issues.

TASK COMPLETION CRITERIA

- Delivery of CAD Configuration Workshop #3.
- Any required City business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the Action Item Log.
- The list of tasks and key decisions have been provided and the City's Implementation Team has received the required training to complete the remaining tasks.

TASK #9 CONFIGURE RMS IMPLEMENTATION SYSTEM

Configure the RMS and Mobile Reporting Application Software and install the vRMS and vMRE client software within the designated Implementation Team workspace and on each of the team's workstations.

VERSATERM RESPONSIBILITIES

- Configure the Versaterm server Application Software installed in the AWS Cloud.
- Load mutually agreed upon initial tables such as 'User Identification Numbers'.
- Load the street files, if available.
- Configure the initial RMS including the JMS module.
- Provide the City with the vRMS and vMRE Application Client Software for installation on the classroom workstations and the implementation team's workstations.

CITY 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'.
- Create user accounts required by the City's Implementation Team to access the Versaterm application suites.
- Install and configure client Application Software on designated workspace and implementation team workstations.

PREREQUISITES

- Configure vCloud servers concluded.

VERSATERM DELIVERABLES

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

TASK COMPLETION CRITERIA

- The vRMS Application Software is configured in the AWS Cloud; and
- The RMS and Mobile Reporting installed on the workspace and Implementation Team's workstations and is fully functional.

TASK #10 CONDUCT RMS CONFIGURATION WORKSHOP #1

During the first week-long Configuration Workshop "Implementation Session", Versaterm will provide the City's Project Team with a high-level introduction to the Versaterm RMS, JMS and MRE applications.

The high-level introduction involves an overview of the functionality, features, and configuration options, as well as, a discussion of potential re-engineering points. The specific activities include demonstrations of the products, hands-on exercises and group discussions. Versaterm will devote time for the City's Project Team to present their current business practices as a contribution to the discussions regarding business process reengineering.

After the week is completed, Versaterm will provide specific action items and exercises for the City's Project Team to complete before the second Configuration Workshop.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the onsite Configuration Workshop #1 with the City's Project Manager.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshop.
- Provide one reproducible copy of the Documentation and any required workshop materials (User and Configuration guides) in electronic format two weeks prior to the scheduled workshop.
- Conduct in-depth demonstrations of the Application Software, identifying functionality and features supported, re-engineering points and configuration options.
- Provide hands-on exercises for the Project Team members to get familiar with the Systems.
- Assist the City's Project Team in reviewing the City's existing business processes and paper forms as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document any issues discussed during the Configuration Workshop that need to be resolved.
- Provide a report at the end of the implementation session that includes a list of tasks and key decisions to be completed by the City prior to the next workshop.

CITY RESPONSIBILITIES

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

PREREQUISITES

- RMS Implementation environment has been set up.
- Application Software has been delivered and installed.

VERSATERM DELIVERABLES

- RMS Configuration Workshop #1 material (User and Configuration guides) in electronic format for each workshop participant.
- Delivery of RMS Configuration Workshop #1.

TASK COMPLETION CRITERIA

- RMS Configuration Workshop #1 completed.
- Versaterm has provided the City with a report that includes a list of tasks and key decisions to be completed by the City prior to the next workshop.
- Workshop participants have received sufficient training to navigate and begin the RMS, JMS, and MRE System Configuration.
- Any required City business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the Action Items Log.
- The City's RMS, JMS, and MRE implementation resources have received the required training to complete the tasks.

TASK #11 CONDUCT RMS CONFIGURATION WORKSHOP #2

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

After the week is completed, Versaterm will provide specific action items and exercises for the City's Project Team to work on before the next scheduled Configuration Workshop.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the Configuration Workshop #2 with the City's Project Manager.
- Provide an agenda with objectives and business processes to prior to the scheduled workshop.
- Conduct additional in-depth demonstrations of the Application Software, identifying functionality supported, re-engineering points and Configuration options.
- Assist the City's Project Team in reviewing existing City business processes and forms as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document issues and any required City business re-engineering points.
- Review the System Configuration progress to-date, identifying remaining tasks.
- Review outstanding Configuration and business process re-engineering issues.
- Review configuration options relating to interfaces.
- Review project plan and status of various implementation tasks, and document assignments made, target completion dates, and any issues yet to be resolved.

- Provide a report at the end of the implementation session that includes a list of tasks and key decisions to be completed by the City prior to the next workshop.

CITY RESPONSIBILITIES

- Coordinate the scheduling of RMS Configuration Workshop #2 with the Versaterm Project Manager.
- Identify and schedule RMS Configuration Workshop #2 participants.
- Ensure that designated RMS Configuration Workshop #2 participants fully participate in the scheduled workshop.
- Prepare and lead reviews and discussions of City existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

PREREQUISITES

- RMS Configuration Workshop #1.

VERSATERM DELIVERABLES

- RMS Configuration Workshop #2 participant pre-requisite training and required skill set.
- RMS Configuration Workshop #2 Documentation and material (User and Configuration guides) in soft copy format.

TASK COMPLETION CRITERIA

- Delivery of RMS Configuration Workshop #2.
- Workshop participants have received sufficient training to continue the System Configuration.
- Any required City business process re-engineering points covered during the workshop have been identified and documented.
- The list of tasks and key decisions have been provided to the City.
- All identified issues have been documented in the Action Item Log.

TASK #12 CONDUCT RMS CONFIGURATION WORKSHOP #3

- The third week-long RMS Configuration Workshop is a continuation of the second RMS Configuration Workshop. The objectives of the third RMS Configuration Workshop are to review the City Project Team's progress, cover all functionality and features that have not been covered already, discuss the business process re-engineering decisions and impacts to the processes, confirm the configuration options and address any open issues.
- Versaterm will provide additional product demonstrations and hands-on exercises, as well as discuss the objectives of the next project phases (Testing and Training) with the Project Team and Project Managers.
- After the week is completed, Versaterm will provide specific action items that need to be completed before the next phase of the project.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the RMS Configuration Workshop #3 with the City's Project Managers.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshop.
- Conduct additional in-depth demonstrations of the Application Software, identifying functionality supported, re-engineering points and Configuration options.

- Assist the City's Project Team in reviewing existing City business processes and forms as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document issues.
- Review the System Configuration progress to-date.
- Review outstanding Configuration and business process re-engineering issues.
- Answer questions and conduct in-depth demonstrations of the Application Software functionality as required.
- Review progress and demonstrate Interface functionality developed to-date.
- Review additional Configuration options.

CITY RESPONSIBILITIES

- Coordinate the scheduling of the RMS Configuration Workshop #3 with the Versaterm Project Manager.
- Identify and schedule the RMS Configuration Workshop #3 participants.
- Ensure that designated RMS Configuration Workshop #3 participants fully participate in the scheduled workshop.
- Prepare and lead reviews and discussions of City existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

PREREQUISITES

- RMS Configuration Workshop #2.

VERSATERM DELIVERABLES

- RMS Configuration Workshop #3 facility requirements.
- RMS Configuration Workshop #3
- Documentation of issues.

TASK COMPLETION CRITERIA

- Delivery of RMS Configuration Workshop #3.
- Any required City business process re-engineering points covered during the workshop have been identified and documented.
- The list of tasks and key decisions have been provided to the City.
- All identified issues have been documented in the Action Item Log.

TASK #13 CONDUCT RMS CONFIGURATION WORKSHOP #4

- The fourth week-long RMS Configuration Workshop is a continuation of the third RMS Configuration Workshop. The objectives of the fourth RMS Configuration Workshop are to review the City Project Team's progress, cover all functionality and features that have not been covered already, discuss the business process re-engineering decisions and impacts to the processes, confirm the configuration options and address any open issues.
- Versaterm will provide additional product demonstrations and hands-on exercises, as well as discuss the objectives of the next project phases (Testing and Training) with the Project Team and Project Managers.
- After the week is completed, Versaterm will provide specific action items that need to be completed before the next phase of the project.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the RMS Configuration Workshop #4 with the City's Project Managers.
- Provide an agenda with objectives and business processes to review prior to the scheduled workshop.
- Conduct additional in-depth demonstrations of the Application Software, identifying functionality supported, re-engineering points and Configuration options.
- Assist the City's Project Team in reviewing existing City business processes and forms as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document issues.
- Review the System Configuration progress to-date.
- Review outstanding Configuration and business process re-engineering issues.
- Answer questions and conduct in-depth demonstrations of the Application Software functionality as required.
- Review progress and demonstrate Interface functionality developed to-date.
- Review additional Configuration options.
- Review outstanding implementation issues, answer questions and demonstrate System applications as required.
- Review target go-live date, training schedule, and materials required to prepare training courses.
- Review project plan and status of upcoming implementation tasks, and document assignments made, target completion dates, and any issues yet to be resolved.
- Provide a report at the end of the implementation session that includes a list of tasks and key decisions to be completed by the City.

CITY RESPONSIBILITIES

- Coordinate the location and scheduling of the RMS Configuration Workshop #4 with the Versaterm Project Manager.
- Identify and schedule the RMS Configuration Workshop #4 participants.
- Ensure that designated RMS Configuration Workshop #4 participants fully participate in the scheduled workshop.
- Prepare and lead reviews and discussions of City existing business processes identified in the workshop agenda.
- Identify and make note of known/potential workflow, process, job, and/or report changes.

PREREQUISITES

- RMS Configuration Workshop #3.

VERSATERM DELIVERABLES

- RMS Configuration Workshop #4 facility requirements.
- RMS Configuration Workshop #4
- Documentation of issues.

TASK COMPLETION CRITERIA

- Delivery of RMS Configuration Workshop #4. Workshop participants have received sufficient training to finalize the System Configuration.
- Any required City business process re-engineering points covered during the workshop have been identified and documented.

- All identified issues have been documented in the Action Item Log.
- The list of tasks and key decisions have been provided and the City's Implementation Team has received the required training to complete the remaining tasks.

TASK #14 INTERFACES

The Interfaces identified in Exhibit D.3: Interface Control Document (ICD) will be developed, installed and tested.

Interface development will follow Agile methodology to allow for contingencies (i.e., certain things can change once both Parties start developing, subject to mutual agreement). While Exhibit D.3: Interface Control Document (ICD)**Error! Reference source not found.** serves to provide a high-level definition of the scope, expectations and roles/responsibilities of each interface, there is flexibility for making changes to the Interface expectations once the development and testing process begins, so long as Versaterm and the City mutually agree to any changes.

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

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

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

PREREQUISITES

- Set up Development/Test Environment

VERSATERM DELIVERABLES

- Documentation for any changes to the Interface Control Document.

- Design Specifications for each interface defined in the Interface Control Document.
- Implementation and testing of Interfaces as defined in the Interface Control Document.
- Training as appropriate for each interface.

TASK COMPLETION CRITERIA

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

TASK #15 PRODUCTION SYSTEM INSTALL

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

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

- Configure networking for access from the City network to the AWS Cloud prod environment.
- Ensure all ports/services are opened or configured as per Versaterm requirements.
- Conduct informal system testing on the Production environment prior to the formal system testing performed by Versaterm.

TASK COMPLETION CRITERIA

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

4.3 TRAINING AND PRELIMINARY TESTING PHASE

TASK #16 SETUP TRAINING SCHEDULE AND FACILITIES

Versaterm will assist the City's Training Team in setting-up a Trainer-training schedule. Versaterm will submit a recommended training schedule that will include the time required to provide Versaterm training for the City's personnel.

The City will prepare the necessary training facilities in order to train the City's sworn and civilian personnel.

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

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

VERSATERM DELIVERABLES

- Recommended training schedule.

TASK COMPLETION CRITERIA

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

TASK #17 TRAINING

Versaterm will provide hands-on training to the City's expert Trainers. Some courses will be in a Train-the-Trainer format and others delivered directly to the End Users; refer to Exhibit D.6: Training Course Outlines which includes details related to the training approach, course outlines and training packages.

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the Trainer Training with the City's Project Managers.
- Provide a proposed training agenda and schedule to the City.
- Provide training facility requirements to the City's Project Managers.
- Provide required skills and any pre-requisite training required by Trainer-Training participants.
- Work with the City to develop a set of Training Documents that includes the City's requirements, in electronic format.
- Conduct the Trainer-Training sessions.

CITY RESPONSIBILITIES

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

PREREQUISITES

- Setup Training Schedule and Facilities.
- Production system access tested and available.

VERSATERM DELIVERABLES

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

TASK COMPLETION CRITERIA

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

TASK #18 SYSTEM ADMINISTRATION TRAINING

Versaterm will provide training on administering the System to the City's designated technical Administrators. The purpose of this training is to equip the Administrators with the ability to monitor CAD, RMS, and Mobile system performance and to perform initial troubleshooting measures when needed. The training will include:

- Architecture overview
- File structures and key file locations (various system logs and configuration files).
- vCAD and vRMS related CRON jobs
- Introduction to the VMC (Versaterm Message Controller)

VERSATERM RESPONSIBILITIES

- Coordinate and schedule the System Administration Training course with the City's Project Managers.
- Provide participant skill and previous training requirements.
- Provide training documentation electronic format prior to the scheduled Training Session.
- Conduct the System Administration Training Session (including the topics shown above).
- Provide training on how to troubleshoot Versaterm application problems.

CITY RESPONSIBILITIES

- Coordinate the location and scheduling of the System Administration Training course with the Versaterm Project Manager.
- Identify and schedule the System Administration Training Session participants.

- Provide the required documentation and training materials to System Administration Training Session participants.
- Ensure that the designated participants attend the scheduled System Administration Training Sessions.

PREREQUISITES

- Production Environment Setup

VERSATERM DELIVERABLES

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

TASK COMPLETION CRITERIA

- Completed System Administration Training Session.
- Participants have been adequately trained on the agreed upon Administration Training.
- The City's system administrators are able to perform the administrative functions defined in this task.

TASK #19 INTERFACE INTEGRATION TESTING

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

Exhibit D.5: Acceptance Testing provides details regarding the strategy, schedule, dependencies, environment, problem tracking and remedies, and completion criteria.

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

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

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

PREREQUISITES

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

VERSATERM DELIVERABLES

- Tracking document to track all issues reported.
- Corrections to errors or issues identified during Interface Testing.

TASK COMPLETION CRITERIA

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

TASK #20 READY FOR USE

This task signifies that Versaterm has delivered all required software, interfaces, Trainer-Training, and remedied all errors for the City to start End-user training.

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

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

PREREQUISITES

- Interface Integration Testing
- Train-the-Trainer Training

VERSATERM DELIVERABLES

- Written notice to the City that the System is Ready for Use, once all defects mutually identified by the City and Versaterm have been corrected.

TASK COMPLETION CRITERIA

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

TASK #21 FUNCTIONAL ACCEPTANCE TEST DEVELOPMENT

The City and Versaterm will jointly develop a Standard Acceptance Test Plan suitable for verifying the solution's functionality. City workflow processes will be the basis of the Test plan. These processes will be documented during system implementation by the City and Versaterm for use during the test period.

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

VERSATERM RESPONSIBILITIES

- Provide Functional Acceptance Tests.

CITY RESPONSIBILITIES

- Review the draft Functional Acceptance Tests provided by Versaterm and add any site-specific scenarios and tests, as required, and based on Versaterm's response to the City's RFP.

PREREQUISITES

- System declared Ready for Use.

VERSATERM DELIVERABLES

- Draft Functional Acceptance Tests.

TASK COMPLETION CRITERIA

- This task is considered complete when the City provides Versaterm with the final Functional Acceptance Tests.

TASK #22 FUNCTIONAL ACCEPTANCE TESTING

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

The Functional Acceptance Testing occurs after the Configuration Phase and before the End-User Training Phase of the implementation.

Exhibit D.5: Acceptance Testing provides details regarding the strategy, schedule, dependencies, server environment, problem tracking and remedies, and completion criteria.

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

- Generate any production data files needed for Functional Acceptance Testing (if not provided by Versaterm).

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

PREREQUISITES

- Configuration Phase
- Interface Testing
- System declared Ready for Use
- Functional Acceptance Test Development

VERSATERM DELIVERABLES

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

TASK COMPLETION CRITERIA

- This task is considered complete when the System operates in accordance with the Functional Tests, Versaterm's Response to the City's RFP, the ICD; and Versaterm has either remedied test failures or; the City has approved a Versaterm-proposed workaround or plan for corrections.

TASK #23 END-USER TRAINING

As identified in Exhibit D.6: Training Course Outlines, End-user training will be delivered either by Versaterm or the City using a just-in-time training approach.

VERSATERM RESPONSIBILITIES

- Provide training to End-users as identified.
- Provide a training support resource for the initial City-lead training classes.
- Provide on-going remote technical support to the City as needed during the End-user training period.

CITY RESPONSIBILITIES

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

PREREQUISITES

- Functional Acceptance Testing.
- Setup Training Schedule.

- Setup Training Facility.
- Trainer-training

VERSATERM DELIVERABLES

- Provide a training and support resources.
- Provide feedback to City training resources.
- Provide on-going technical support during the training period.

TASK COMPLETION CRITERIA

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

4.5 PRODUCTION PHASE

TASK #24 PRODUCTION USE

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

VERSATERM RESPONSIBILITIES

- Collaborate with the City to determine the date and time of the System cutover for Production Use.
- Provide a maximum of two (2) onsite resources at least one (1) full Calendar Day prior to System cutover to assist the City's Project Team in preparing. The City will waive the need for a second onsite resource if the City and Versaterm agree that it isn't required.
- Assist the City in placing the system into Production.
- Monitor the initial operation of the System and answer any operational questions raised by the City.
- Provide sufficient onsite resources to support the first three (3) full calendar days of vCAD Production Use, and five (5) full calendar days of vRMS Production Use.

CITY RESPONSIBILITIES

- Collaborate with Versaterm to determine the System Cutover date and time.
- Provide trained personnel to be the first line of Support.
- Set up and staff a "Go-Live Support Room" to act as a central coordination point for Go-Live issues and support.
- Coordinate with Versaterm to schedule the onsite Versaterm resources as needed to support the first three (3) calendar days of vCAD Production Use, and five (5) calendar days of vRMS Production Use.

PREREQUISITES

- End-User training

VERSATERM DELIVERABLES

- Onsite Versaterm resources in support of the System cutover to Production.

TASK COMPLETION CRITERIA

- The System, be it the CAD or RMS go-live, is successfully operating in Production Use.

TASK #25 PERFORMANCE AND RELIABILITY TESTS

The purpose of the Performance and Reliability Tests are to ensure that the System continues to operate in a reliable manner and at the expected performance level once the System is put into Production Use. These tests will be conducted over a 30-day period as specific in Exhibit D.5: Acceptance Testing.

VERSATERM RESPONSIBILITIES

- Remotely support the City's Project Team as it conducts the Response and Reliability Tests.
- Work with the City to determine a mutually acceptable load generation methodology and the performance monitoring approach employed during the test.
- Work with the City to troubleshoot the source of any discrepancies between observed and expected system performance.
- Remedy discrepancies between observed and expected system performance per the Acceptance Test Plan.
- Work with the City to identify network, infrastructure, equipment or Application Software configuration modifications that can improve or resolve documented performance failures attributed to causes other than Application Software.

CITY RESPONSIBILITIES

- Select, install, test, and operate any Third-Party performance testing tools that will be used to simulate production loads on the System.
- Coordinate all aspects of preparing, executing and reporting the results of the System Performance Testing.
- Work with Versaterm to determine a mutually acceptable load generation methodology and performance monitoring approach.
- Generate any data files needed for the System Performance Testing.
- Document any discrepancies between observed performance and the specifications contained in Acceptance Test Plan.
- Perform the network, infrastructure, equipment or Application Software configuration modifications identified as necessary to improve or resolve documented performance failures attributed to causes other than Application Software.
- Notify Versaterm in writing when the System successfully completes the System Performance Testing.

PREREQUISITES

- Functional Acceptance Testing

VERSATERM DELIVERABLES

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

TASK COMPLETION CRITERIA

The Performance and Reliability Testing is considered complete when both tests have met the criteria for passage in the Acceptance Test Plan.

TASK #26 FINAL SYSTEM ACCEPTANCE

This task is a milestone to indicate that the System has been formally and finally accepted by the City as specified in the Exhibit D.5: Acceptance Testing. At this point the System support period commences.

VERSATERM RESPONSIBILITIES

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

CITY RESPONSIBILITIES

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

PREREQUISITES

- Successful completion of the Response and Reliability Testing.

VERSATERM DELIVERABLES

- Final Customized System Administration Manual.

TASK COMPLETION CRITERIA

- Reliability acceptance tests have been completed successfully.
- City has provided written notice of Final System Acceptance to Versaterm.
- Versaterm has provided the final Customized System Administration Manual.
- Dates, mutually agreed upon by the City and Versaterm have been identified for resolving outstanding issues.
- The City has committed to creating a sustainment team
- Procedures for the Versaterm/City post-implementation relationship have been established.

Exhibit D.2: Project Implementation Schedule

WBS	Name	Start	Finish	Duration	Predecessors
1	Project Creation Checklist				
2	Execute Contract	2023-07-03	2023-07-03	1 day	
3	OnPoint	2023-07-11	2023-07-26	12 days	
3.1	Procure Scanners	2023-07-11	2023-07-11	1 day	2+5d
3.2	Deliver OnPoint	2023-07-26	2023-07-26	1 day	7.3+5d
4	Project Management	2023-07-04	2024-11-25	365 days	2
5	Implementation Support	2023-07-18	2024-11-04	340 days	4SS+10d
6	Implementation Assistance	2023-07-04	2024-10-21	340 days	4SS
7	Project Kickoff	2023-07-11	2023-07-27	13 days	
7.1	Review overall project scope and objectives	2023-07-11	2023-07-13	3 days	2+5d
7.2	Finalize Implementation Team Members	2023-07-14	2023-07-17	2 days	7.1
7.3	Project Kick off Meeting	2023-07-18	2023-07-18	1 day	7.2
7.4	Update the project schedule	2023-07-19	2023-07-19	1 day	7.3
7.5	Establish Action Item Log process	2023-07-11	2023-07-11	1 day	2+5d
7.6	Finalize design of the VTM Monthly Status Report	2023-07-11	2023-07-11	1 day	2+5d
7.7	Provide vConnect access	2023-07-14	2023-07-27	10 days	7.1

7.8	Confirm Hardware and Infrastructure requirements and timeline for ordering	2023-07-11	2023-07-11	1 day	2+5d
8	Install/Configure the Test Environment	2023-07-11	2023-09-13	47 days	7
8.1	Cloud	2023-07-11	2023-08-07	20 days	
8.1.1	Establish Connectivity	2023-07-11	2023-07-31	15 days	2+5d
8.1.2	Create Test Env	2023-08-01	2023-08-07	5 days	8.1.1
8.2	Open/configure required network ports	2023-08-08	2023-08-08	1 day	8.1.2
8.3	Configure Active Directory Authentication	2023-08-09	2023-08-09	1 day	8.2
8.4	Configure server applications and sample database	2023-08-10	2023-08-30	15 days	8.3;9.1
8.5	Prepare a Configuration Lab	2023-08-17	2023-09-06	15 days	8.4SS+5d
8.6	Checkout Test Env and Prepare for Workshop 1	2023-08-31	2023-09-13	10 days	8.4
9	Prepare GIS files	2023-07-25	2023-11-24	89 days	7+10d
9.1	Provide initial GIS files	2023-07-25	2023-08-07	10 days	2+15d
9.2	Load initial GIS files	2023-08-24	2023-08-30	5 days	8.4-5d;9.1
9.3	Test and Refine GIS	2023-10-05	2023-11-24	37 days	10.1
10	Implementation / Configuration	2023-09-28	2024-02-28	110 days	8.6+10d
10.1	RMS Workshop #1	2023-09-28	2023-10-04	5 days	8.5
10.2	CAD Workshop #1	2023-10-19	2023-10-25	5 days	10.1+10d
10.3	Update the Project Schedule	2023-10-19	2023-10-19	1 day	10.1+10d
10.4	RMS Workshop #2	2023-11-16	2023-11-22	5 days	10.1+30d
10.5	CAD Workshop #2	2023-12-07	2023-12-13	5 days	10.2+30d
10.6	RMS Workshop #3	2024-01-04	2024-01-10	5 days	10.4+30d

10.7	CAD Workshop #3	2024-01-25	2024-01-31	5 days	10.5+30d
10.8	RMS Workshop #4	2024-02-22	2024-02-28	5 days	10.6+30d
10.9	Agency Assignments	2023-09-28	2024-02-28	110 days	10.1SS
11	Interfaces	2023-08-08	2023-11-06	65 days	8
11.1	Develop I/F #1 JDIC/CLETS (CAD and RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.2	Install and Test I/F #1 JDIC/CLETS (CAD and RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.3	Develop I/F #2 Motorola/VESTA e911 (CAD)	2023-08-08	2023-11-06	65 days	8.1.2
11.4	Install and Test I/F #2 Motorola/VESTA e911 (CAD)	2023-08-08	2023-11-06	65 days	8.1.2
11.5	Develop I/F #3 RapidSOS (CAD)	2023-08-08	2023-11-06	65 days	8.1.2
11.6	Install and Test I/F #3 RapidSOS (CAD)	2023-08-08	2023-11-06	65 days	8.1.2
11.7	Develop I/F #4 Axon Evidence.com (CAD)	2023-08-08	2023-11-06	65 days	8.1.2
11.8	Install and Test I/F #4 Axon Evidence.com (CAD)	2023-08-08	2023-11-06	65 days	8.1.2
11.9	Develop I/F #5 Equature (CAD)	2023-08-08	2023-11-06	65 days	8.1.2
11.10	Install and Test I/F #5 Equature (CAD)	2023-08-08	2023-11-06	65 days	8.1.2
11.11	Develop I/F #6 Lexis/Nexis CopLogic (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.12	Install and Test I/F #6 Lexis/Nexis CopLogic (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.13	Develop I/F #7 Crossroads Citation Import (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.14	Install and Test I/F # 7 Crossroads Citation Import (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.15	Develop I/F #8 Crossroads Accident Import (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.16	Install and Test I/F # 8 Crossroads Accident Import (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.17	Develop I/F #9 Forensic Logic/COPLINK (RMS)	2023-08-08	2023-11-06	65 days	8.1.2

11.18	Install and Test I/F #9 Forensic Logic/COPLINK (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.19	Develop I/F #10 Crime View (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.20	Install and Test I/F #10 Crime View (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.21	Develop I/F #11 Karpel (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.22	Install and Test I/F #11 Karpel (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.23	Develop I/F #12 LACRIS/ Livescan (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.24	Install and Test I/F #12 LACRIS/ Livescan (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.25	Develop I/F #13 Lexi/Nexis Accurint (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.26	Install and Test I/F #13 Lexi/Nexis Accurint (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.27	Develop I/F #14 Linx (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.28	Install and Test I/F #14 Linx (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.29	Develop I/F #15 ART Legacy RMS Query (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
11.30	Install and Test I/F #15 ART Legacy RMS Query (RMS)	2023-08-08	2023-11-06	65 days	8.1.2
12	Build Production/Training/DR Environments	2024-02-01	2024-04-25	61 days	8
12.1	Cloud	2024-02-01	2024-04-03	45 days	
12.1.1	Create Production/DR Env CAD	2024-02-01	2024-02-21	15 days	10.7
12.1.2	Create Production/DR Env RMS	2024-02-29	2024-03-20	15 days	10.8
12.1.3	Create Training Env CAD	2024-02-22	2024-03-06	10 days	12.1.1
12.1.4	Create Training Env RMS	2024-03-21	2024-04-03	10 days	12.1.2
12.2	Test and Checkout Production Env CAD	2024-03-07	2024-03-07	1 day	12.1.3
12.3	Test and Checkout Production Env RMS	2024-04-04	2024-04-04	1 day	12.1.4

12.4	Install and Unit Test interfaces in Production CAD	2024-03-08	2024-03-28	15 days	12.2
12.5	Install and Unit Test interfaces in Production RMS	2024-04-05	2024-04-25	15 days	12.3
13	Acceptance Testing	2024-03-29	2024-06-13	55 days	
13.1	Integration Testing (CAD and RMS)	2024-04-26	2024-04-29	2 days	10;11;12
13.2	Functional Acceptance Testing (CAD)	2024-03-29	2024-04-08	7 days	
13.2.1	Define Acceptance Tests (CAD)	2024-03-29	2024-04-01	2 days	12.4
13.2.2	Conduct Acceptance Testing (CAD)	2024-04-02	2024-04-08	5 days	13.2.1
13.3	Functional Acceptance Testing (RMS)	2024-04-26	2024-05-30	25 days	
13.3.1	Define Acceptance Tests (RMS)	2024-04-26	2024-05-09	10 days	12.5
13.3.2	Conduct Acceptance Testing (RMS)	2024-05-10	2024-05-30	15 days	13.3.1
13.4	Performance Testing (CAD)	2024-04-09	2024-04-22	10 days	13.2.2
13.5	Performance Testing (RMS)	2024-05-31	2024-06-13	10 days	13.3.2
14	Training (CAD/MDT)	2023-11-27	2024-06-21	150 days	
14.1	Prepare for Initial Sys Admin Training (CAD/MDT)	2024-02-01	2024-02-14	10 days	10.7
14.2	Initial System Admin Training (CAD/MDT)	2024-02-15	2024-02-15	1 day	14.1
14.3	Prepare for vGIS Training (CAD and RMS)	2023-11-27	2023-11-28	2 days	9.3
14.4	vGIS Training (webinar) (CAD and RMS)	2023-11-29	2023-11-29	1 day	14.3
14.5	Prepare for DB Internals Training (CAD)	2024-02-29	2024-03-06	5 days	10.8
14.6	Database Internals Training (CAD)	2024-03-07	2024-03-07	1 day	14.5
14.7	Train-the-Trainer Training (MDT)	2024-02-01	2024-03-26	39 days	
14.7.1	Prepare TTT Scenarios	2024-02-01	2024-02-21	15 days	10.7

14.7.2	Prepare TTT Course	2024-02-22	2024-03-13	15 days	14.7.1
14.7.3	Police MDT TTT	2024-03-21	2024-03-25	3 days	14.7.2+5d
14.7.4	vMobile TTT	2024-03-26	2024-03-26	1 day	14.7.3
14.8	Agency End User Training Prep (MDT)	2024-03-27	2024-04-09	10 days	14.7.4
14.9	Agency End User Training Prep (CAD)	2024-06-03	2024-06-14	10 days	14.11-15d
14.10	Agency End User Training (MDT)	2024-05-20	2024-06-14	20 days	
14.11	Agency End User Training (CAD - Versaterm Delivered))	2024-06-17	2024-06-21	5 days	15.3-6d
14.12	Prepare for Final Sys Admin Training (CAD/MDT)	2024-04-16	2024-04-17	2 days	13.2.2+5d
14.13	Final System Admin Training (CAD/MDT)	2024-04-18	2024-04-18	1 day	14.12
15	Production Cutover and Close Support (CAD/MDT)	2024-06-07	2024-07-05	21 days	
15.1	Prepare Desktops and Mobile Computers (CAD/MDT)	2024-06-07	2024-06-20	10 days	13.3.2+5d
15.2	Final Production Preparation (CAD/MDT)	2024-06-17	2024-06-21	5 days	
15.3	Cutover (CAD/MDT)	2024-06-24	2024-06-24	1 day	
15.4	Production Close Support (CAD/MDT)	2024-06-24	2024-07-05	10 days	15.3SS
16	Response Time and Reliability Testing (CAD/MDT)	2024-06-25	2024-07-24	22 days	15.3
17	Final Acceptance (CAD/MDT)	2024-07-25	2024-07-25	1 day	16
18	Training (RMS/MRE)	2024-02-29	2024-08-02	112 days	
18.1	Prepare for Initial Sys Admin Training (RMS/MRE)	2024-02-29	2024-03-13	10 days	10.8
18.2	Initial System Admin Training (RMS/MRE)	2024-03-14	2024-03-14	1 day	18.1
18.3	Prepare for DB Internals Training (RMS)	2024-02-29	2024-03-06	5 days	10.8
18.4	Database Internals Training (RMS)	2024-03-07	2024-03-07	1 day	18.3

18.5	Train-the-Trainer Training (MRE)	2024-02-29	2024-06-21	82 days	
18.5.1	Prepare TTT Scenarios	2024-02-29	2024-03-20	15 days	10.8
18.5.2	Prepare TTT Course	2024-03-21	2024-04-10	15 days	18.5.1
18.5.3	Police MRE TTT	2024-06-17	2024-06-21	5 days	
18.6	Agency End User Training Prep (MRE)	2024-06-24	2024-06-28	5 days	18.5.3
18.7	Agency End User Training Prep (RMS)	2024-07-01	2024-07-19	15 days	18.9-25d
18.8	Agency End User Training (MRE)	2024-07-01	2024-08-02	25 days	18.6
18.9	Agency End User Training (RMS)	2024-07-22	2024-08-02	10 days	19.3-11d
18.10	Prepare for Final Sys Admin Training (RMS/MRE)	2024-07-01	2024-07-19	15 days	18.7SS
18.11	Final System Admin Training (RMS/MRE)	2024-07-22	2024-07-26	5 days	18.10
19	Production Cutover and Close Support (RMS/MRE)	2024-07-01	2024-08-16	35 days	
19.1	Prepare Desktops and Mobile Computers (RMS/MRE)	2024-07-01	2024-07-08	6 days	18.8SS
19.2	Final Production Preparation (RMS/MRE)	2024-07-29	2024-08-02	5 days	19.3-6d
19.3	Cutover (RMS/MRE)	2024-08-05	2024-08-05	1 day	18.8
19.4	Production Close Support (RMS/MRE)	2024-08-05	2024-08-16	10 days	19.3SS
20	Response Time and Reliability Testing (RMS/MRE))	2024-08-06	2024-09-04	22 days	19.3
21	Final Acceptance (RMS/MRE)	2024-09-05	2024-09-05	1 day	20

Exhibit D.2 – Project Implementation Schedule

Exhibit D.3: Interface Control Document (ICD)

TABLE OF CONTENTS

1. Overview **3**

2. CAD Interfaces **3**

2.1. JDIC / CLETS **3**

2.2. Motorola/VESTA e911 Interface **13**

2.3. ESRI GEOFILE Interface **17**

2.4. RapidSOS **28**

2.5. Axon Evidence.COM **29**

2.6. Equature **34**

3. RMS Interfaces **37**

3.1. Lexis/Nexis CopLogic **37**

3.2. Crossroads citation import **41**

3.3. Crossroads Accident Import **43**

3.4. Forensic Logic/COPLINK **45**

3.5. CrimeView **47**

3.6. Prosecutors office (Karpel) **49**

3.7. JMS-LACRIS Interface Transfer **51**

3.8. Lexis Nexis Accurint **54**

3.9. Linx **56**

3.10. Query to ART (Legacy RMS) **58**

1. Overview

This Interface Control Document (ICD) defines all interface deliverables, technical requirements and responsibilities between Versaterm and the City for the Interfaces to be developed and implemented between the Versaterm Application Software and other systems.

2. CAD Interfaces

2.1. JDIC / CLETS

Interface Scope[1]

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

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

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

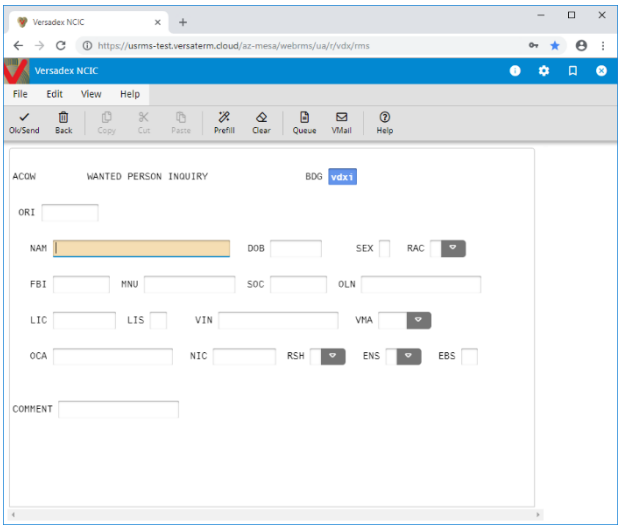
CAD Process Overview

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

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

The following illustrates a wanted person query form:

[1] Note that this Section 2.1 also includes MDT, vMobile, and RMS



Fields with corresponding lookup tables are indicated by the "dropdown" button (Windows convention). Upon completion of the form and pressing the "OK/Send" button or "Enter" key, form-level edits are performed (e.g. cross-field edits, mandatory field check, etc.); if an error is encountered, the cursor is placed in the appropriate field and a descriptive error message displayed. Once the transaction has been sent, the user is returned to the transaction selection screen. At this point, the user may continue with other transactions or close the NCIC subsystem and return to the Versaterm CAD.

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

CAD Auto Initiated CLETS/NCIC Transactions

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

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

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

RMS Process Overview

CLETS/NCIC access is available through the

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

Once the transaction has been sent, the user is returned to the transaction selection screen. At this point, the user may continue with other transactions or close the NCIC subsystem and return to the Versaterm RMS.

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

Auto-maintenance transactions, triggered by the Versaterm RMS system, will present the corresponding CLETS/NCIC form, for corresponding maintenance transaction(s). That is, for any transaction that will add or update data on CLETS/NCIC as a by-product of a transaction in Versaterm, the Versaterm system will present the data in the corresponding CLETS/NCIC form for user confirmation. For auto-query transactions, these are simply generated and sent (i.e. the user is not required to confirm the data).

RMS Auto Initiated CLETS/NCIC Transactions

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

RMS Function	**Generated CLETS/NCIC transaction**
Query Person	QPER (Person Multi-Query)
Query Vehicle	QVEH (Vehicle Multi-Query)
Add Seized/Towed Vehicle	EVS
Add Recovered/Seized Articles	ACEA
Add Recovered/Seized Guns	ACEG
Add Stolen Articles*	ACEA
Add Stolen Guns*	ACEG
Add Missing Person*	ACEM
Add Stolen Vehicle*	ACEV

* For information added automatically, the Versaterm application will attempt to implement “auto-clear” and “update” transactions. For example, when the property is recovered, the system will allow the user to clear or

update, as appropriate, the details from CLETS/NCIC based on the NIC# and other associated "stamps" returned from the original add.

Initial Supported Forms/Transactions

Although the Versaterm NCIC subsystem is designed to support the full complement of CLETS/NCIC forms, Versaterm is not responsible in developing/configuring/maintaining each and every transaction. At a minimum (upon installation) Versaterm will provide the forms that correspond to the transaction listed under the "Auto Initiated CLETS/NCIC Transactions" and load CLETS as part of the installation.

Additional forms may be configured/created by your NCIC Administrator using the NCIC Site Configurable Transaction (SCT) facility (described below).

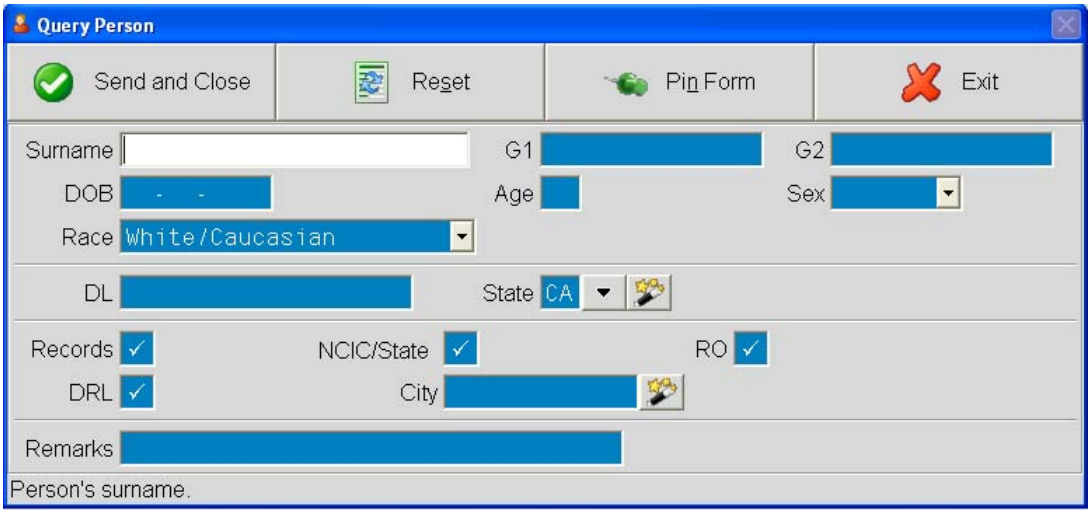
MDT Process Overview

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

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

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

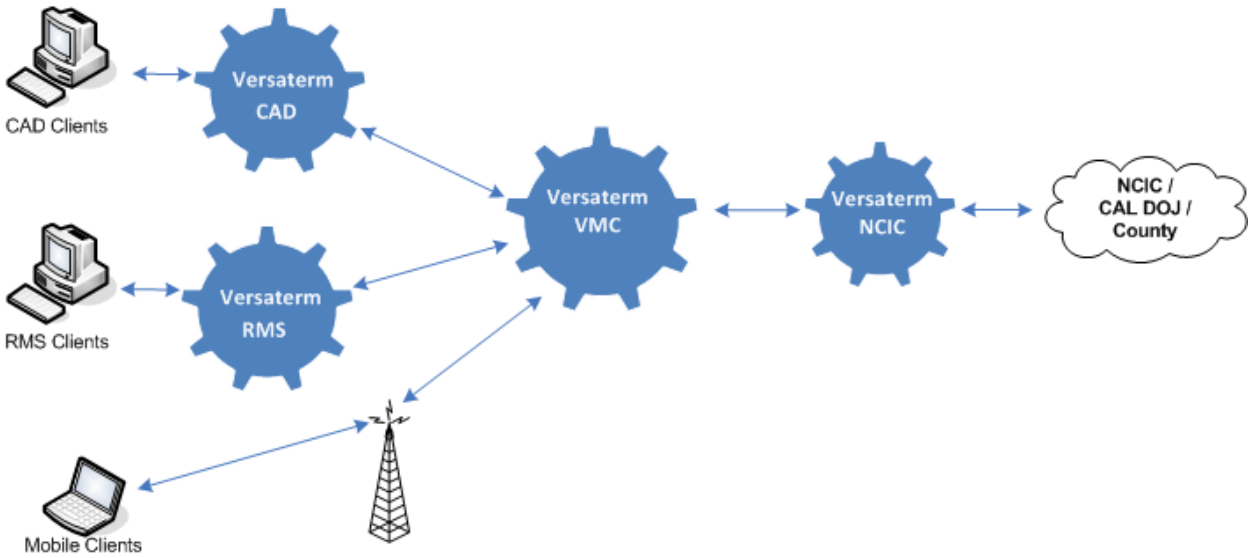
The following is an example of a MDT Person Query form:



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

Communications

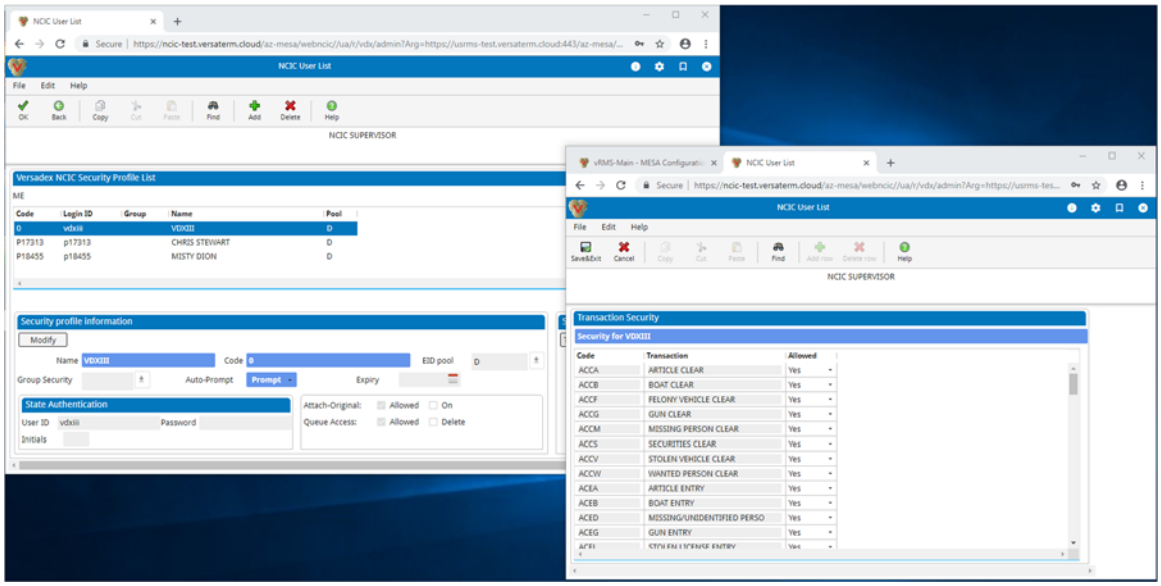
Network communication to the JDIC interface is via a direct connect over TCP/IP using socket level communications. This direct connection, referred to as the "JDIC line" will be supplied and configured by the City and will encompass a dedicated network IP address and network port number. The data exchange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



Security and Restricting Access

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

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



Response Description

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

Auditing and Logging

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

Versaterm NCIC Site Configurable Transaction (SCT) Facility Overview

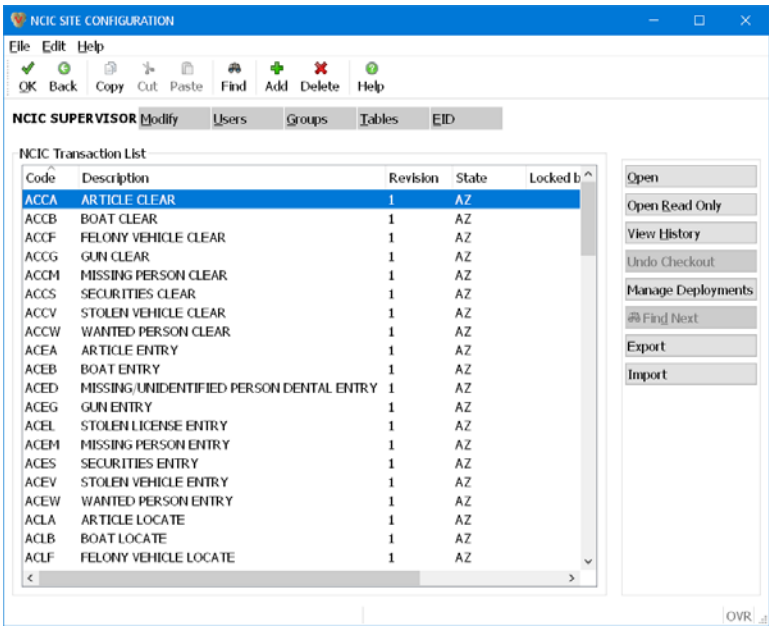
The Versaterm interface to national, state and county/regional databases is the Versaterm NCIC subsystem. The Versaterm NCIC subsystem must be configured to recognize every transaction that site requires, where the NCIC subsystem has been identified as the medium by which the transaction is to be passed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

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

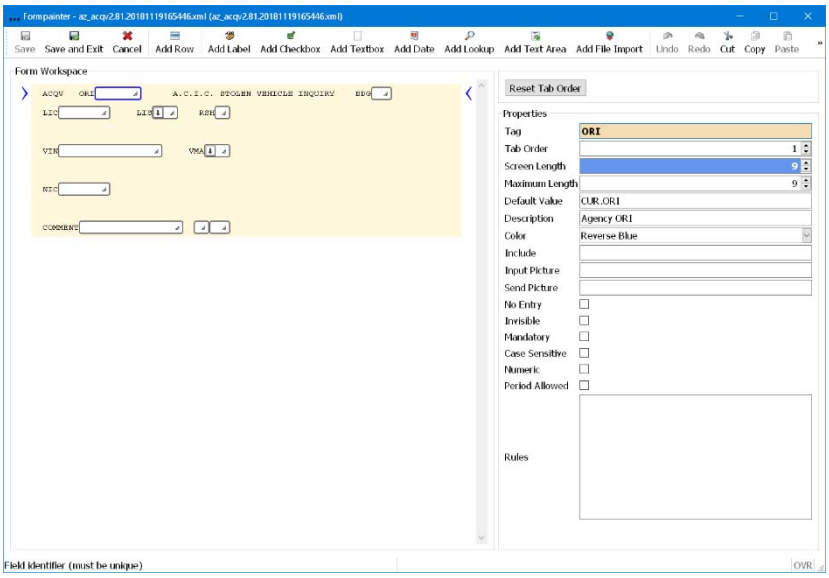
The remainder of this section provides high-level insight into how the SCT is used to define transactions that can be made available for use with the Versaterm NCIC subsystem.

SCT Facility Transaction Definition

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



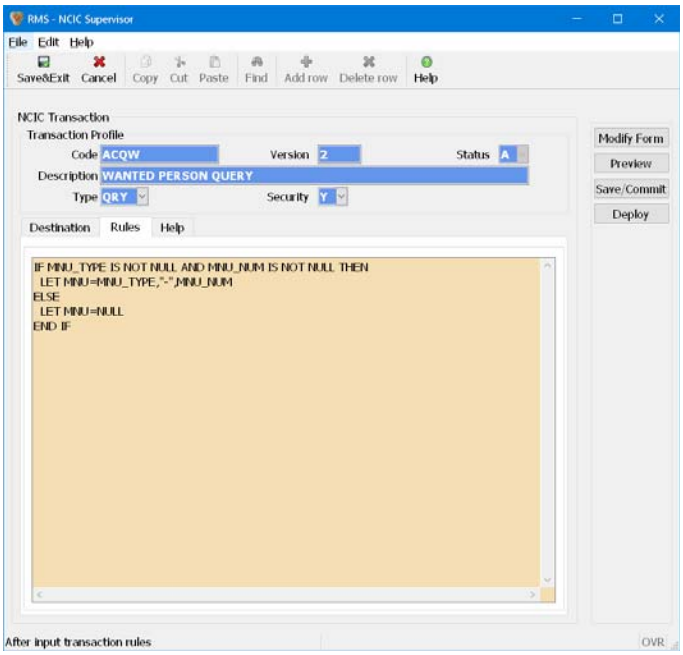
When defining new transactions, or modifying existing ones, in addition to defining a transaction code, version, type, etc., the ability to define individual fields that comprise the transaction is also required. To facilitate this, a "Modify Form" button under "Open" will open a window, similar to that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



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

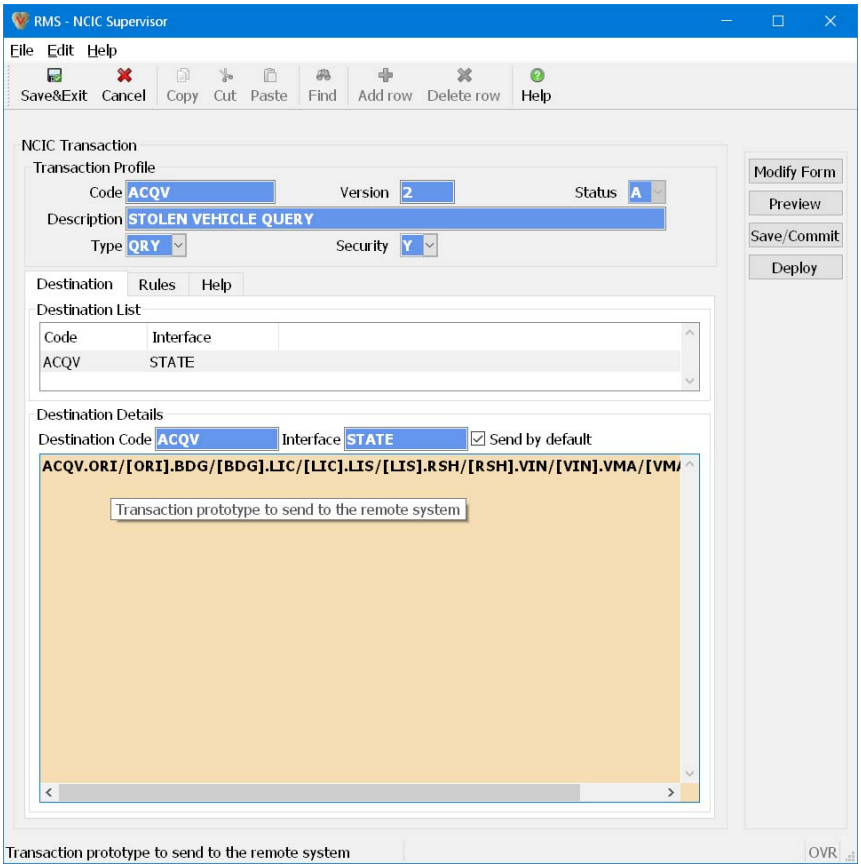
Form-Level Rules

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



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

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



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

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

When specifying a destination-format, it is usually comprised from a combination of hard-coded literals (e.g. see ACQV, NAM, DOB, etc., outside of brackets/braces above) and/or variables. These variables come from SCT defined

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

Business continuity

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

Interface Testing

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

Functional and Completeness Test

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

Operational Tests

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

Performance Tests

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

Exception Testing

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

Responsibilities

City Responsibilities

- Work with the County to obtain a secondary JDIC line. Note that as the City already has a JDIC line that is used by the legacy CAD/RMS, a separate line is required for this implementation.
- Assist Versaterm in configuring the JDIC connectivity and configuration parameters.
- Configure (and test) required networking components, including firewalls, to enable communication between the Versaterm server environment(s) and JDIC
- Provide remote access to the server environment permitting Versaterm to configure and test remotely, as required.
- With remote assistance from Versaterm, complete any state-required Certification testing
- Perform interface testing

Versaterm Responsibilities

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

2.2. Motorola/VESTA e911 Interface

Interface Scope

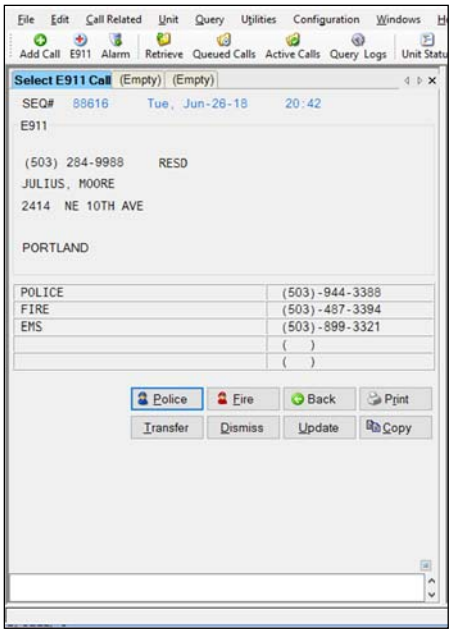
The 911 interface provides ANI/ALI information from the Motorola/Vesta 911 System to the Versaterm CAD (vCAD). This interface minimizes the number of keystrokes required to create and populate call-for-service data, provides accurate call-back info, and expedites the call-taker's call entry when entering 911 calls for service.

The 911 interface is based on a legacy 911 serial interface.

All Police 911 calls for assistance are received through the same interface.

User Interface

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



In selecting the Police option, the vCAD supports a site configuration option to either select 'All' where ANI/ALI data will then populate the call mask/form immediately with all ALI data, or the user can select 'Caller', 'Location' or 'None' so they can manually enter information (e.g. name, address, telephone number) into the call form. If the System is configured to pop-up these options, the dialog box will look as illustrated in the 'E911 Prefill Options" snapshot below.

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

Cellular Call processing in vCAD

Wireless Phase II Call Processing

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

Rebidding

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

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

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

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

Special processing

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

surname, first middle (SMITH, JOHN M)

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

ANi/ALI Data Stream Format

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

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

Communication

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

In the City's implementation of the Motorola/Vesta 911 System, the CAD system will receive two simultaneous and identical ANI/ALI feeds for each 911 telephone call (one down each link or serial port). Two 911 session handlers will

be configured on CAD. Each session handler will connect to an incoming com port(ANI/ALI feed). Only one session handler will be running at a given time. The local system administrator will be able to shutdown/bring-up a session handler as required (e.g. if there is an issue on a line).

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

Business continuity

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

Interface Testing

These tests are intended to ensure the interface functions as designed. The following descriptions of tests are to be performed for this specific interface during the Functional Acceptance process.

Functional and Completeness Test

This test ensures that whenever the call-taker answers a 911 call, and presses the appropriate vCAD function key/button, the 911 ANI/ALI information is displayed. The test will also confirm the 911 data populates into the appropriate complaint fields and that Phase II wireless x-y coordinates are provided for the map display. The test will confirm that the original 911 data is stored with the call and in the 911 log for later retrieval.

Operational tests

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

Performance tests

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

Exception tests

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

Responsibilities

City Responsibilities

- Provide Motorola/VESTA system interface specifications

- Acquire and install the necessary hardware/equipment including the Perle terminal server to connect the Motorola/VESTA server (serial interfaces) to the vCAD server.
- Provide the serial cable required with the necessary pinout to connect to the Perle terminal server.
- Configure the Perle terminal server as per the requirements provided by Versaterm.
- The City will provide and install any necessary connectivity from the E 911 System to the vCAD server location(s).
- Provide specifications for the ANI/ALI data stream.

Versaterm Responsibilities

- Provide necessary hardware specifications, including those for the terminal server.
- Install and check out E911 interface, ensuring that 911 ALI information is stored correctly in the vCAD database.
- Configure the vCAD E911 interface.
- Test and ensure that 911 ANI/ALI spill details are available for pre-fill into the vCAD call-for-service form/mask.

2.3. ESRI GEOFILE Interface

Interface Scope

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

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

Process Overview

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

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

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

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

VGIS Source Information

The data source for vGIS consists of ESRI formatted GIS shape files to be supplied by the City. At a minimum, the City is required to supply a street centerline file and at least one patrol boundary layer.

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

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

The following information can also optionally be converted:

- Common place names (landmarks)
- Street alias names

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

vGIS Shape File Requirements

VGIS only supports shape files that contain 2D feature types. Z values are not supported.

All shape files must have the same projection.

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

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

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

Street Centerline Layer

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

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

Fields captured from the street centerline layer				
	Field Name	**Data Type**	**Req?**	**Remarks**
1	Street Name	Char(40)	Y	Versaterm requires a 'full street name' that includes direction, name, and type (e.g., N MAIN ST). If the street network shape file contains a full street name field, it can be used or, alternatively, fields can be mapped to the direction, name, and type fields and the full street name is generated. If the street name, street type, and street direction is provided individually, then the maximum size of the full street name cannot exceed 40 characters.
2	Street Direction Prefix	Char(2)	N	
3	Street Direction Suffix	Char(2)	N	
4	Street Type	Char(4)	N	
5	Left Municipality (City)	Char(10)	Y/N	The CAD must be able to uniquely identify an address/street. In Versaterm, the Municipality (City) code is required to identify unique street names/addresses. Note a unique code for the Municipality/City must be provided (max char(6)), and not the Municipality/City Name (e.g. unique codes will need to be provided for neighboring/bordering municipalities/cities should the City incorporate GIS from other jurisdictions). If an address is duplicated (e.g., multiple 101 Main St.) within the street network layer, the City GIS must set the Municipality/City code (uniquely) for the addresses, ranges and intersections. If at all possible, the Municipality/City code should be part of the underlying GIS information (i.e., a Municipality/City field in the street network layer or a Municipality/City polygon layer) but it can be based on a constant value.
6	Right Municipality (City)	Char(10)	Y/N	Same as above
7	Left Address Start	Numeric(6)	Y	
8	Left Address End	Numeric(6)	Y	
9	Right Address Start	Numeric(6)	Y	

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

Street Centerline Layer Requirements

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

Address Layer

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

Fields captured from the address layer				
	Field Name	**Data Type**	**Req ?**	**Remarks**
1	House (civic) Number	Char(11)	Y	The Civic Number cannot contain a leading zero.
2	Street Name	Char(40)	Y	Like the street name for the street network layer, a full street name field can be generated from the direction, name, type, and suffix fields.
3	Street Direction Prefix	Char(2)	N	
4	Street Direction Suffix	Char(2)	N	
5	Street Type	Char(4)	N	
6	Civic Number Suffix	Char(1)	N	The Civic Number Suffix is a single character at the end of the civic number (e.g., 200A). It can be provided in its own column or as part of the Civic Number.
7	Civic Number Fraction	Char(3)	N	The Civic Number Fraction can be one of the following: 1/4, 1/2, 3/4, or it can be provided in its own column or as part of the Civic Number.
8	Leading Zero	Char(1)	N	The Leading Zero will be populated with a value of “0” if the corresponding civic number should have a prefix “0” value. Otherwise it will remain blank.
9	Unit Number	Char(6)	N	
10	Unique ID	Char(20)	N	The Unique ID must be a unique number within the GIS data set. The Unique ID provides a cross-reference to the originating source data set. If a Unique ID does not exist in the provided shape file then the feature ID is used. Note the Unique ID is max Char(20).
11	Ring Code	Char(10)	N	Gate/Building code (if applicable)
12	Place Name	Char(40)	N	The Place Names can be extracted from the address layer. When extracting place names from the address layer, an address can only be linked to one place name. When loading place names from a text file, there can be multiple place names at an address. See Interface (Text File) Load Requirements below.

Address Layer Requirements

- The geometry type for this layer must be ‘point’.

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

Custom/Phantom Intersection Layer

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

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

A- Custom Intersections using Line Layers In the Street Centerline Layer

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

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

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

B- Custom Intersections using a Single Point Layer

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

Custom Intersections using a Single Point Layer				
	Field Name	**Data Type**	**Req?**	**Remarks**
1	Street Name	Char(40)	Y	Versaterm requires a 'full street name' that includes direction, name, and type (e.g., N MAIN ST). If the street network shape file contains a full street name field it can be used or alternatively, fields can be mapped to the direction, name, and type fields and the full street name will be generated. If the street name, street type and street direction are provided individually then the maximum size of the full street name cannot exceed 40 characters.
2	Street Direction Prefix	Char(2)	N	
3	Street Direction Suffix	Char(2)	N	
4	Street Type	Char(4)	N	
5	Street Name	Char(40)	Y	
6	Street Direction Prefix	Char(2)	N	
7	Street Direction Suffix	Char(2)	N	
8	Street Type	Char(4)	N	
9	Municipality (City)	Char(10)	Y/N	The Municipality (City) code must be supplied if the Municipality (City) for the streets is being extracted from the Street Layer.
10	Remarks	Char(40)	N	
11	County	Char(2)	N	VGIS interface can be configured to read response (Police, Fire, EMS boundary) information, namely District/Zone/Grid from the custom intersection layer or to extract response information from the provided boundary layers. If response information is provided as a part of the custom intersection layer, then the Zone (Sector) field is mandatory and the jurisdiction field is mandatory for multi jurisdiction sites. (Note that for non multi jurisdiction sites, the jurisdiction code must match what is used for the Boundary layer).
12	Jurisdiction (Police/Fire/EMS)	Char(2)	Y/N	
13	District (Police/Fire/EMS)	Char(4)	N	
14	Zone/Beat (Police/Fire/EMS)	Char(6)	Y/N	
15	Grid/Atom (Police/Fire/EMS)	Char(6)	Y	

Common Place Names (Landmarks)

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

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

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

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

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

Example:

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

Common Place Name File Requirements

- The address file is NOT required prior to this file.
- Versaterm does not support place names that begin with numeric data (for example, 24 HOUR FITNESS). In order to use this type of place names, the space between the number and the first word of the name must

be removed. For example, “24 HOUR FITNESS” should be entered as “24HOUR FITNESS”. “7-11” can be entered as “711”, “7'11” or “7ELEVEN”.

- Place names cannot begin with the word “BLOCK”.
- The following characters are not allowed in place names: ‘&’, ‘.’, ‘-’.

Street Alias Names

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

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

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

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

Example:

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

vGIS Output

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

Street Names

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

Ranges

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

Intersections

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

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

Addresses

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

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

Error Correction Process

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

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

Sample errors may include:

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

- Empty geometry – length of polyline is 0

Interface Testing

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

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

Quality Assurance Testing

Upon completion of the Interface Testing, Versaterm and the City shall use vGIS produced data files to run a complete GIS validation and load into the Versaterm system.

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

Responsibilities

City Responsibilities

- Provide GIS information in a single projection in ESRI formatted shape files or connectivity to the ArcGIS map service.
- If the shape files are to be posted to ESRI ArcGIS Online, provide a mechanism so the shape files can be downloaded from ESRI ArcGIS Online.
- Provide the GIS shape files to Versaterm for verification and testing as required.
- Verify quality and completeness of the data.
- Correct vGIS-identified data errors.
- Perform quality assurance testing within the Versaterm CAD.
- Optional: Provide a list of street type abbreviations and configure the Versaterm CAD with those abbreviations.
- Optional: Provide the common place name (landmark) file in the format specified within this Section.
- Optional: Provide the street alias file in the format specified within this section.

Versaterm Responsibilities

- Provide vGIS software and related documentation including vGIS administrator’s guide (or similar).
- Provide the City with instructions and support on vGIS installation.
- Provide the City with the required VGI training and support.
- Perform initial street conversion load into the Versaterm CAD database.
- Train local authorities on how to perform subsequent street conversion loads into the Versaterm CAD database.
- Assist in resolving issues arising from the City's quality assurance testing.

2.4. RapidSOS

Interface Scope

This interface provides caller location and additional information from RapidSOS to the Versaterm CAD making it available to the call-taker for display on the Versaterm maps and for pre-fill into the call entry screen.

CAD Process Overview

When a call is received through the e911 interface, an information request is sent from the CAD system to the RapidSOS system. Once information is received from RapidSOS, it becomes available to call-taker. The CAD system continues to send requests for updated location information to RapidSOS at pre-determined intervals (e.g. every 5 – 10 seconds) for the duration of the 911 call.

Information received from RapidSOS includes Lat/Long of the caller location, uncertainty and confidence values as well as additional information that is available through the RapidSOS interface. The caller location received from RapidSOS is automatically displayed on the call-taker's integrated map. This is in addition to the display of the location information received from the E911 interface. The RapidSOS location information is displayed using a different color than the E911 location information to make it easy to differentiate between the two locations. Location updates received from RapidSOS can be displayed on the vCAD map in the form of a breadcrumb trail when the caller is moving. The breadcrumb trail display can be toggled on and off.

Using a hotkey/button (or similar), the call-taker can prefill the call location received from RapidSOS into the vCAD call entry mask. They can also click on the RapidSOS caller location on the vCAD map to view additional information, such as uncertainty and confidence. Additional data received from RapidSOS can be added to the vCAD call as remarks.

RapidSOS information is stored in the database with E911 record allowing users to query and view this information once the call is complete.

This interface will be developed based on RapidSOS interface specifications.

Business continuity

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

Connectivity

Communication between vCAD and RapidSOS will be provided via RapidSOS API or RapidSOS Portal integration.

Interface testing

These tests are intended to ensure the interface is complete where it receives appropriate data from the RapidSOS system. The following are descriptions of the tests to be performed for the specific interface during the Functional Acceptance process.

Functional and completeness test

This test ensures that whenever a call is received through E911 interface, the RapidSOS system is queried automatically and if available, RapidSOS location information is displayed on the vCAD map. The test will also confirm that additional RapidSOS information is available when clicking on the RapidSOS location on the map. The test will confirm that RapidSOS data is stored in the vCAD database with E911 record.

Performance tests

The performance test consists of answering a 9-1-1 call, pressing the E911 function key/button and having corresponding RapidSOS data displayed. The time from pressing the E911 function key until the RapidSOS data is displayed is not to exceed 1 second. Excluded from any measurement is network time (e.g. network between CAD and the RapidSOS Clearinghouse) and external system processing times from the RapidSOS API/Portal.

Exception testing

The exception test consists of bringing the interface down and, after bringing it back up, ensuring that it re-connects and functions.

Responsibilities

City responsibilities

- The City will create a RapidSOS account and provide Versaterm with RapidSOS credentials.
- Assist Versaterm with establishing communication between vCAD and RapidSOS system.
- Liaise with RapidSOS technical authorities during interface development, configuration and testing.
- Assist with testing the interface.

Versaterm responsibilities

- Versaterm will develop, install and configure the interface.
- Test the interface.

2.5. Axon Evidence.COM

Interface Scope

This interface provides dispatch information to AXON Evidence.com. The metadata information sent to AXON from CAD is then applied to video-evidence files in Evidence.com.

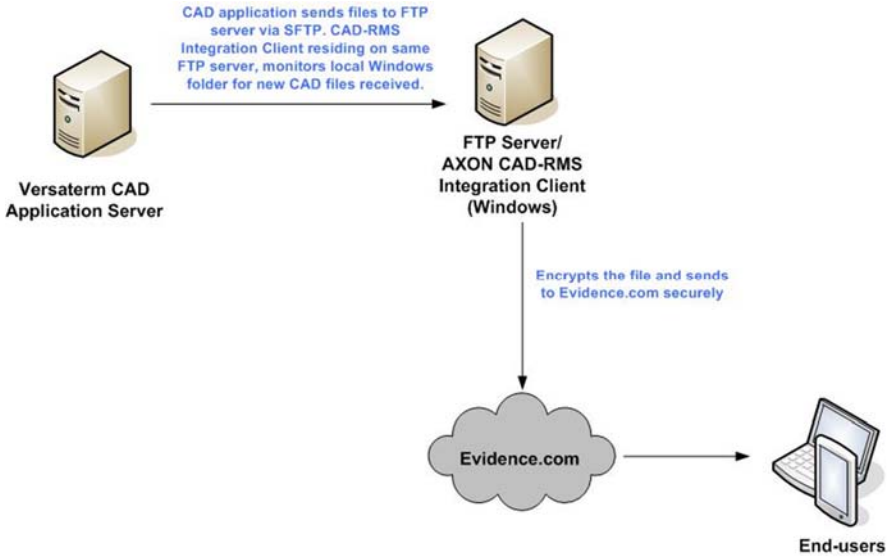
Process Overview

Calls in where Law Enforcement Units are dispatched to an incident are required in order for this interface to function as designed. The interface from the Versaterm CAD extracts metadata of the dispatched unit(s) for transfer to Evidence.com. The extracts are initiated by a scheduled job in the CAD application server at 24-hour intervals. The

application searches for cleared incidents in the past 96 hours. Separate record(s) are extracted for each officer dispatched to the incident. The data extracted is then written to a designated shared folder on the CAD application server, in a comma separated value formatted text file. The extract files are transferred via SFTP to a to a designated transfer folder on AWS FTP server, ready for AXON to ingest.

The CAD-RMS Integration Client, provided by AXON, is installed on the FTP server and monitors the designated transfer folder for new text files submitted from CAD.

The following diagram illustrates the process of the CAD data file transfers to Evidence.com:



Communication

The communication between AXON's CAD-RMS Integration Client application and the CAD application server is provided via password less SFTP, using server RSA public/private keys.

Data Field Mapping

The data files created by Versaterm CAD conform to AXON's file specifications as defined in the document titled "Evidence.com CAD-RMS Integration Service Guide" (file name: "AXON – Evidence.com CAD-RMS Integration Service Guide Rev D.pdf").

The following table describes the order and the fields in the data files that is generated from the CAD system:

AXON Field Name	AXON Description	Required or Optional by AXON	Versaterm Field Name	Versaterm Comments
Event ID	The unique ID of the event. The data in the column may reflect INCIDENT#,	Required	Cc_data.jur + cc_data.occ_year + cc_data.occ_num	Format: JJYY-NNNNNNNNNN

	CADIncidentNumber, or a similar field.			Where JJ is jurisdiction such as BP for Burbank Police. NNN is unique incident number
Officer Badge ID	The unique badge ID assigned to the officer. This ID must exactly match the officer badge ID assigned to the Axon camera in Evidence.com. If badge IDs differ between systems, this must be resolved during the implementation process.	Required	Dc_data.officer_no Or dc_data.officer_no2	For two officer units, a separate row is generated using officer_no2 database field
Officer Dispatched DateTIme	The start time of the officer event. Used to define the beginning of the time range that the start time of the officer's video evidence file must be within. Dispatched times must be in ISO 8610-compliant format, either using UTC or timezone offset. • UTC format example — 2015-11-13T21:35:42Z • Timezone offset format example — 2015-11-13T21:35:42-08:00 The difference between the dispatched and cleared times must to be greater than 0 (zero) but less than 8 hours.	Required	dc.data.dispatch_time	Date and time of officer dispatched.
Officer Cleared DateTime	The end time of the officer event. Used to define the end of the time range that the start time of the officer's video evidence file must be within. Cleared times must be in ISO 8610-compliant format, either using UTC or timezone offset.	Required	Dc_data.inservice_time	Date and time of officer going in-service.

	• UTC format example — 2015-11-13T21:35:42Z • Timezone offset format example — 2015-11-13T21:35:42-08:00			
Report Number	The RMS ID of the report about the CAD event. If no RMS ID is available, this field can be empty.	Optional		Unavailable
Title	A title for the event.	Optional		Unavailable
Tag	Text labels that apply to the event. If you include more than one Tag field, the heading should be “Tag” for each of them.	Optional		Unavailable
Category	The CAD event type code of the event. Evidence.com uses the event type provided in this column to determine which retention category is assigned to matching video evidence files.	Optional	Cc_summary.final_case_type	CAD’s incident final case type code
Category2	Incident clearance code	Optional	Cc_summary.cleared_by	CAD’s cleared by code (1 character in length)
Street	Street address or intersection of the event. This information should be recognizable by Bing Maps; otherwise, location based Evidence.com features will be unavailable for video evidence files matched to the event.	Optional	Cc_seen_at.address or cc_data.address	In addition to the location where the call occurred on, if an incident response location is present the cc_seen_at table is used (e.g. c_seen_at.address), representing the location where the units responded to. Otherwise, if no response location is

				present, cc_data table is used.
City	The full name of the City in which the event occurred.	Optional	cc_seen_at.municipality or cc_data.municipality	Translation of the municipality code is sent.
State	State in which the event occurred.	Optional	Hardcoded	"CA"
ZIP Code	The postal code within which the event occurred.	Optional	Addres_history.zip	

Sample CAD data extract file:

event_id,officer_badge_id,officer_dispatched_datetime,officer_cleared_datetime,report_number,title,tag,
,category,category2,street,City,state,zip_code

SM18-10100,A1234, 2018-09-09T16:12:53-0800,2018-09-09T16:15:47-0800,,,,TSTOP,C,696 JOANNE DR,SMC,CA,94402

SM18-10100,A2345, 2018-09-09T16:13:25-0800,2018-09-09T16:16:42-0800,,,,TSTOP,C,696 JOANNE DR,SMC,CA,94402

Business continuity

This interface is available from the production server. This interface is also available from the implementation/test server by configuring the CAD-RMS Integration Client to monitor a separate folder on the FTP server, where the test files are sent from the implementation/test CAD application server.

Interface Testing

These tests are intended to ensure the interface is completely functional as designed. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Acceptance process.

Functional and Completeness Test

This test ensures that the CAD application server submits the CAD data files to the FTP server.

Performance tests

There are no performance tests associated with this interface. The extracted CAD files are transferred to the AWS FTP server daily and processed as received.

Exception tests

The exception testing consists of disconnecting the network between CAD application server and the FTP server, after reconnecting, ensure CAD application server is able to resume file transfers to the FTP server via SFTP.

Responsibilities

City Responsibilities

- Configure the FTP server, meeting AXON's minimum server requirement, for the CAD-RMS Integration Client.
- Provide network connectivity between the FTP server and the CAD application server supporting sftp.
- Coordinate with AXON technical staff to assist in the interface development and testing.
- Install and maintain the CAD-RMS Integration Client on the same FTP server.
- Assist Versaterm with server RSA public key installation on FTP server after each upgrade.
- Test the interface.

Versaterm Responsibilities

- Develop, install and configure the CAD data extracts for AXON interface.
- Install and configure Versaterm SFTP script to send CAD data files to FTP server where AXON client monitors.
- Copy CAD server public key to FTP server, for password less SFTP transfers from CAD server after each CAD application server upgrade.
- Provide assistance and guidance in the testing process.

2.6. Equature

Interface Scope

The Interfaces transfers call-for-service (CFS) data from CAD to Equature. CFS data files are transferred from the CAD system to an AWS FTP server making it available for consumption by Equature.

Data File Transfer Method

To initiate a data file transfer to Equature, the CAD system writes an entry into the Versaterm RMS gateway queue. A special daemon monitors the queue and processes each entry. Upon processing each entry, CAD creates a NIEM formatted XML file in a gateway transfer folder on the CAD server. A server script, invoked by a scheduled CRON entry, transfers the XML files from the gateway folder, via SFTP to a folder on the AWS FTP. If the transfer is successful, the XML file is removed from the transfer folder. If the transfer fails, the XML file will remain in the transfer folder and the system will attempt to re-transfer the incident the next time the gateway daemon is invoked to process entries.

Data field mapping

The City will be responsible for the data field mapping between the Versaterm CAD and Equature.

Communication

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

CAD Process Overview

Using the 'Transfer to RMS' logic, the vCAD contains a configuration parameter, by call type, to indicate when a call should be transferred to Equature (on call initiation or on call close). Additionally, configuration parameters exist, by unit status code, to indicate if a call should be transferred as units are placed in a pre-determined status. Based on these configurations, calls-for-service will be transferred, as appropriate, and re-sent (i.e. entire call) whenever any subsequent changes or updates are performed to the CAD call. A change or update may include a change of information (e.g. address) or any additional details (remarks, dispatches, etc.).

Business continuity

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

Interface testing

These tests are intended to ensure the interface is complete when Equature receives appropriate data from the CAD system. The following are descriptions of the tests to be performed for the specific interface during the Functional Acceptance process.

Functional and completeness test

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

The test will use two call types.

Transfer to RMS flag set to "on Call Initiation".

Transfer to RMS "on Call Close".

Transfer to RMS "on Call Update".

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

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

Performance tests

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

Exception testing

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

Responsibilities

City responsibilities

- Facilitate and/or configure a test environment to support testing activity.
- Provide network connectivity between Equature and the AWS FTP.
- Define the field mapping between Versaterm CAD NIEM call-for-service file and Equature.
- Coordinate with City and Equature technical staff to assist in the interface development and testing.
- Modify Equature as required with the ability to receive and process multiple XML files for the same call-for-service (i.e. CAD updates to an already transferred CFS will result in a subsequent XML file to be transferred).
- Test the interface.

Versaterm responsibilities

- Provide Versaterm's NIEM schema file.
- Create the AWS FTP Account
- Install and configure the necessary gateways to transfer the NIEM XML files to the FTP servers.
- Perform integration tests on the interface.
- Provide assistance and guidance through the City acceptance tests.
- Provide documentation, assistance and guidance as the City works on field mapping definition between Versaterm CAD NIEM call-for-service file and Equature.

3. RMS Interfaces

3.1. Lexis/Nexis CopLogic

Interface Scope

The Lexis/Nexis CopLogic interface will handle the transfer of CopLogic reports to the Versaterm vRMS transcription (quality assurance) dashboard, where the information will be made available for data verification prior to being saved as an RMS General Offense report.

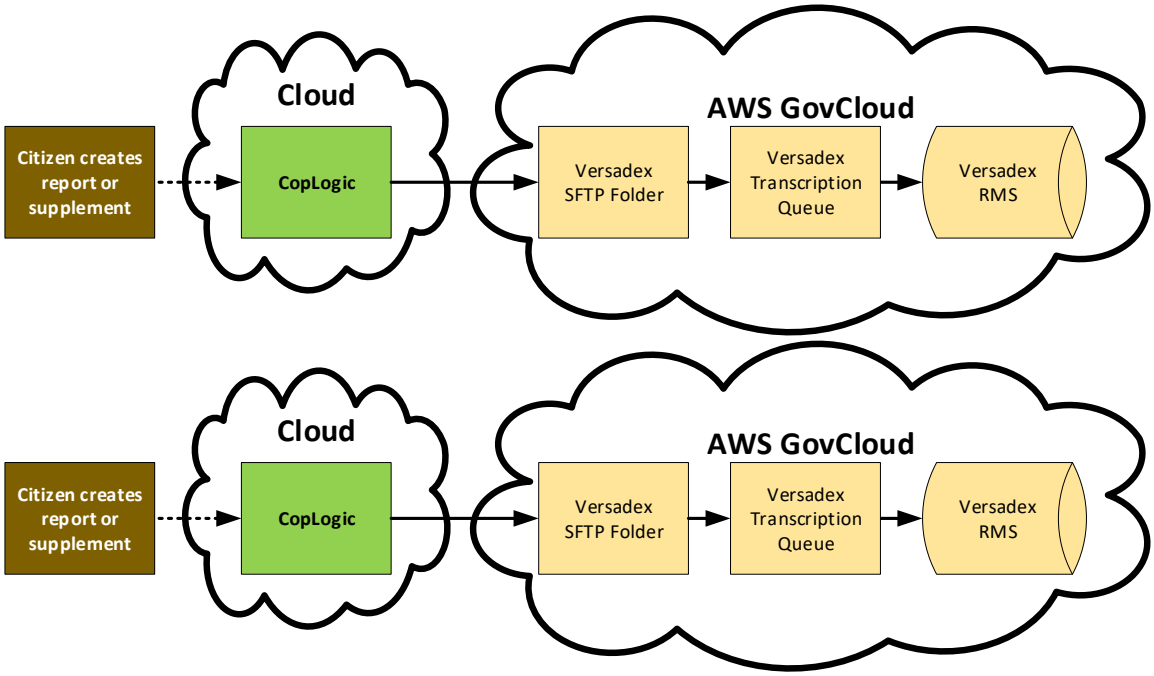
Process Overview

Once a citizen submits an incident report on the CopLogic website, the citizen's report will be reviewed in DORS by an administrator at the police department and either approved or sent back to the citizen for more detail or correction. Once approved, **all** citizen's reports will be electronically sent to the Versaterm vRMS Report Transcription Dashboard, ready to be processed (transcribed) into the RMS as either a General Offense report or Supplemental report.

The RMS transcription dashboard allows the records staff to verify names, either add/merge them to an existing Master Name record or keep the name data case-specific. Additionally, it allows them to validate addresses so that incidents are map-able and review other data within the report. Upon approval the records staff will generate vRMS workflow routing with the ability to override generated routing rules.

For Supplemental reports, if approved in DORS, the Supplemental report will be loaded into the RMS transcription dashboard. If the Supplemental report number doesn't match an existing RMS General Offense Report number, the records clerk receives a warning message that there is no matching General Offense report on file. At this point, they can either correct the number, as applicable, or continue the ingest of the supplemental report. When a supplemental report is ingested without a matching General Offense Report number, a *shell* RMS General Offense Report (GO) in anticipation of the main report being uploaded at a later time. An indicator on these reports, so you can see what reports supplements without have associated GOs, so it's easy to find these stragglers.

PROCESS DIAGRAM



Process Flow

Step #	Activity/work performed	By Whom	Notes
1	Citizens creates a report or supplement on CopLogic	Citizens	
2	Police staff access CopLogic and approve or reject the reports and supplements	City	Rejected reports/supplements go "back to citizen" via email notification about rejection – they do not go to RMS
3	For approved reports and Supplements, CopLogic generates XML file and sends to Versaterm RMS.	CopLogic	
4	In vRMS Transcription Dashboard, PD staff will verify names, (either add/merge them to an existing MNI or keep the name data case-specific. Additionally, they will validate addresses so that incidents are mappable.	City	Add-user = "999999" (CopLogic ID#) Reporting officer = "999999" (CopLogic ID#) Case # = YYYY-DDD7### (where DDD=Day of Year, 001-365 - ordinal date format)
5	When the verification process is completed, the report/supplement will be ingested into the vRMS	vRMS	

Configuration

CopLogic handles the design of the web-based report forms and report types according to each police agency's requirements. As part of this step, the police agency is responsible for providing CopLogic with an extract of the

Versaterm vRMS lookup tables so that the CopLogic website uses the same table lookup values (the RMS lookup values can be extracted from the Versaterm vRMS by using the MRE table extract option).

CopLogic will send each approved report to the Versaterm vRMS server, in a separate XML file, conforming to Versaterm's General Offense XML specification (same format as General Offense reports submitted from the Versaterm vMRE). Each XML file will contain information about the incident, the related entities, narrative text, and property information (if applicable).

To keep CopLogic-generated General Offense reports distinct from the agency's regular General Offense reports, CopLogic will configure the occurrence numbers to start at a certain number every year, over-and-above the agency's typical number of reported occurrences per year.

Communications

The CopLogic interface is comprised of two main components:

- DORS (Desk Officer Online Reporting System) server – in CopLogic cloud and provided by Lexis/Nexis
- Versaterm vRMS (Records Management System) in Versaterm vCloud

The **Desk Officer Online Reporting System (DORS)** server manages the entire web front-end processing, including the storage of data, web pages, etc. All work on a report by a citizen occurs on the DORS server. It is only when the report is approved by the agencies' administrator that it will be sent from the DORS server to the Versaterm vRMS server.

The DORS server will be hosted by CopLogic, who will be responsible for the hardware and the upkeep of the server, including the management of the security of the server by restricting user access. CopLogic is responsible for the DORS application and the generation and transport of the XML file to Versaterm vRMS folder via SFTP using server RSA public/private keys.

Once the citizen reports are in the shared vRMS folder, a scheduled script on the Versaterm vRMS server will load the reports into the RMS Report Transcription Dashboard where it can be processed by Records staff.

Business continuity

The entire CopLogic interface will be available assuming the DORS server application is operating and functioning normally.

This Versaterm vRMS interface will be available regardless of the configuration. That is, the scheduled script that loads CopLogic reports into the Versaterm vRMS Transcription Dashboard will be available should a single application server fail (the pinned processes can be migrated either manually or automatically to the available application server).

Interface Testing

These tests are intended to ensure the interface is complete. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Unit Test period.

Functional and completeness testing

The functional tests include:

- Creating a test case on the CopLogic website and transcribing it into the Versaterm vRMS. This test will ensure the XML files are generated by CopLogic and passed to the Versaterm vRMS, and that all table values match the RMS table values.
- Negative testing with bad incident number and data.
- Testing the name validation functionality for matches and non-matches.
- Testing the address verification for matches and non-matches.

Operational testing

Operational tests include confirming that approved CopLogic reports that are placed in the shared directory are uploaded into the Versaterm vRMS Transcription Dashboard (for ingest into the RMS).

Performance testing

Performance tests include timing tests from both sides of the interface.

Performance timing begins from the time the XML file is generated and placed it in the Versaterm vRMS folder on the RMS server.

For the RMS, performance timing test begins when the scheduled script (CRO) is invoked and ingests an XML file into the Versaterm vRMS Report Transcription Dashboard, which will not exceed 30 seconds. The CRON interval (i.e. the frequency at which the script is automatically invoked) will not be included in the processing time.

Exception testing

These tests consist of making the CopLogic DORS server and/or the CopLogic application temporarily unavailable, to ensure the XML files are generated and submitted to the Versaterm vRMS once both components become available.

An additional exception tests to be included is for Supplement reports that do NOT match an existing Incident.

Responsibilities

City Responsibilities

- Provide CopLogic with the RMS tables values (using the MRE Table Extract option)
- With the assistance of CopLogic, design the necessary report types
- With the assistance of CopLogic, establish and test the CopLogic report approval process and policies
- Provide CopLogic with the starting General Offense number for CopLogic reports
- Manually upload General Offense XML files into the Versaterm vRMS Transcription Dashboard to transcribe and validate that each field in the CopLogic report is saved to the proper corresponding field in the Versaterm vRMS General Offense report.

- Perform end-to-end tests of the entire process, verifying that City-generated General Offense XML files are automatically uploaded into the Versaterm vRMS Transcription Dashboard, and that information from the CopLogic report ends up in the proper fields in the General Offense report (once ingested).

Versaterm Responsibilities

- Create and inform the City of the designated RMS folder where General Offense XML files are expected from CopLogic.
- Configure, enable and test the CRON script on the RMS server that will detect and upload General Offense XML files from CopLogic into the RMS Report Transcription Dashboard.
- Provide the City with training on how to extract the table values for coded fields in the Versaterm vRMS application.
- Provide the City with training on how to manually upload General Offense XML files from CopLogic into the RMS Report Transcription Dashboard (for initial field mapping testing purposes).
- Provide the City with training on how to transcribe General Offense reports into the Versaterm vRMS, in order for them to validate that each field in the CopLogic is saved to the proper corresponding field in the RMS General Offense report.
- Provide guidance, assistance and support to the City with performing end-to-end tests of the entire process.

3.2. Crossroads citation import

This interface consists of uploading Traffic Citations into the Versaterm vRMS. Citation data is sent from the City's Crossroads application server to the vCloud vRMS application server through a secure transfer.

Functional Overview

Traffic citations are written by City police officers on handheld devices using Crossroads. The citation data is then uploaded into a Crossroads server. The citation data is then to be exported in XML format and transferred to the Versaterm vRMS server where it is imported into the vRMS Report Transcription Dashboard for verification and quality assurance.

Records personnel perform the ingest process to commit the data into the Versaterm vRMS validating names, vehicles, locations, etc. There system can be configured to auto-ingest citations linking to the MNI based upon a rules engine/configuration. This will be reviewed during implementation and possibly go-live (once the data and the interface is reviewed in more detail).

Technical Specifications

Report data extracted in vRMS XML specific format from the Crossroads server will be copied to predetermined Report Transcription to-be-processed directory/folder on the Versaterm vRMS cloud server. This directory/folder will be advertised and support SFTP file transfers.

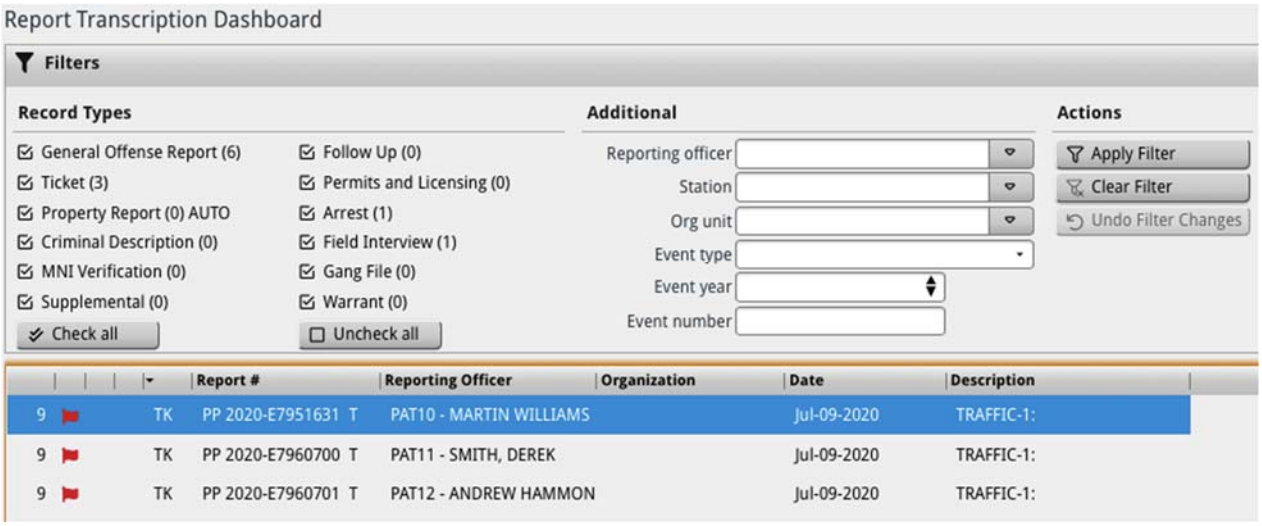
Note. Versaterm will deliver the vRMS Citation XML file specifications to the City/Crossroads for development and/or confirmation. As this interface already exists at other California agencies, Crossroads already conforms the vRMS XML specification.

Citation Loading

Files residing in the transcription file directory will be processed by a scheduled (CRON) vRMS upload handler. The task will search for data files with a *.XML file extension and process one file at a time. This process will consist of calling the standard vRMS transcription upload script. The end result will be a Citation transcription entry created in the Versaterm vRMS Report Transcription Dashboard.

Manual Report Transcription Dashboard Processing

The following is a screen shot of the Report Transcription Dashboard loaded with Citation (Ticket) entries:



From this dashboard, Records personnel will select Citation and initiate the RMS transcription process, where the XML data will be processed and loaded into the RMS. During this process quality assurance steps will be observed (e.g. geo-validation, master name validation, etc.).

Auto-Transcription

Versaterm vRMS supports a feature to auto-transcribe citations based upon matching algorithms. This will be discussed during implementation and available for testing either during implementation or post go-live.

Communication

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

Interface Testing

These tests are intended to ensure the interface is complete. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Unit Test period.

Functional and completeness testing

This test is to confirm that the Crossroads generated reports are loaded into the Versaterm RMS transcription dashboard, and that all the related data elements (citation, charges, person, etc.) are verified in the RMS citation module after the transcription process has occurred.

Performance testing

This test confirms that a Crossroads XML file consisting of a single report can be read and uploaded into the RMS transcription queue within 3 seconds.

Exception testing

This test consists of removing the shared directory or disconnecting the interface and ensuring that the citation data is transferred to the RMS server and uploaded into the Versaterm RMS transcription queue once the connection is reestablished.

Responsibilities

City Responsibilities

- Provide sample data files from the Crossroads server for upload into the Versaterm RMS.
- Perform the report transcription process.
- Perform interface testing, including quality assurance review of the Citations after the transcription / ingest process.

Versaterm Responsibilities

- Deliver XML file specifications to Crossroads.
- Create the AWS FTP Account server where Crossroads files can be delivered.
- Configure and test the transcription upload process.
- Configure the data upload scheduled (CRON) task.

3.3. Crossroads Accident Import

This interface consists of uploading Traffic Accidents into the Versaterm vRMS. Accident data is sent from the City's Crossroads application server to the vCloud vRMS application server through a secure transfer.

Functional Overview

Traffic accidents are documented by City police officers using Crossroads software and the resulting reports are uploaded into a Crossroads server. The accident reports are then to be exported in XML format and transferred to the Versaterm vRMS server where it is imported into the vRMS Report Transcription Dashboard for verification and quality assurance.

Records personnel perform the ingest process to commit the data into the Versaterm vRMS validating names, vehicles, locations, etc.

Technical Specifications

Report data extracted in vRMS XML specific format from the Crossroads server will be transferred to predetermined Report Transcription to-be-processed directory/folder on the Versaterm vRMS cloud server. This directory/folder will be advertised and support SFTP file transfers.

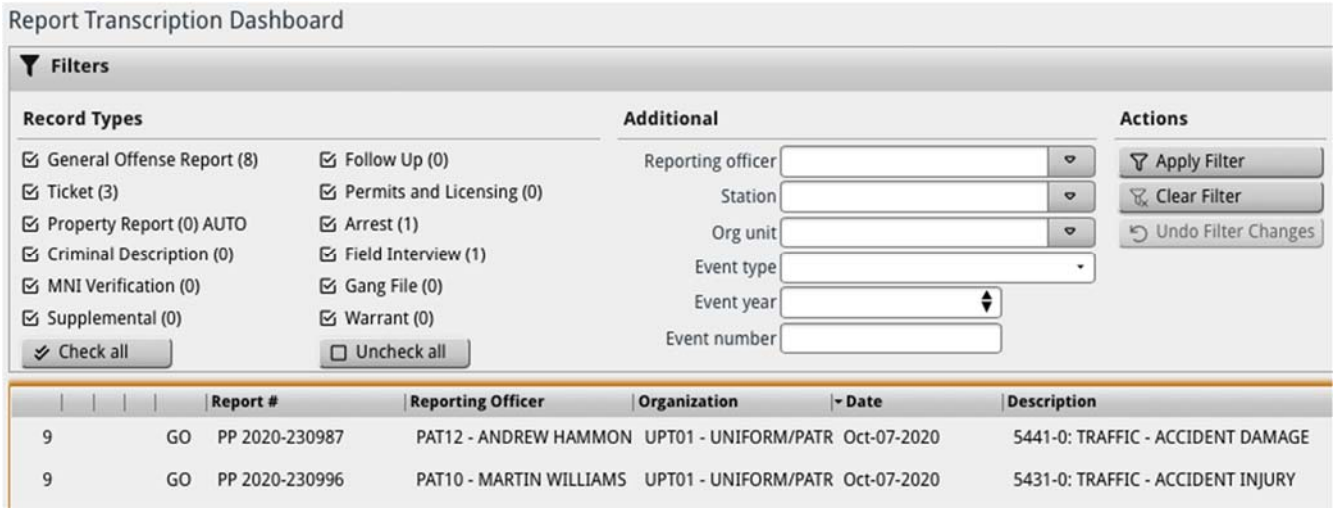
Note. Versaterm will deliver the vRMS accident report XML file specifications to the City/Crossroads for development and/or confirmation. As this interface already exists at other California agencies, Crossroads already conforms the vRMS XML specification.

(1) ACCIDENT LOADING

Files residing in the transcription file directory will be processed by a scheduled (CRON) vRMS upload handler. The task will search for data files with a *.XML file extension and process one file at a time. This process will consist of calling the standard vRMS transcription upload script. The end result will be an accident transcription entry created in the Versaterm vRMS Report Transcription Dashboard.

(2) MANUAL REPORT TRANSCRIPTION DASHBOARD PROCESSING

The following is a screen shot of the Report Transcription Dashboard loaded with Accident entries:



From this dashboard, Records personnel will select the accident report and initiate the RMS transcription process, where the XML data will be processed and loaded into the RMS. During this process quality assurance steps will be observed (e.g. geo-validation, master name validation, etc.). Auto-Transcription is not available for accidents.

Interface Testing

These tests are intended to ensure the interface is complete. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Unit Test period.

Communication

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

Functional and completeness testing

This test is to confirm that the Crossroads generated accident reports are loaded into the Versaterm RMS transcription dashboard, and that all the related data elements (persons, vehicles, charges, etc.) are verified in the RMS report (GO) module after the transcription process has occurred.

Performance testing

This test confirms that a Crossroads XML file consisting of a single report can be read and uploaded into the RMS transcription queue within 3 seconds.

Exception testing

This test consists of removing the shared directory or disconnecting the interface and ensuring that the accident data is transferred to the RMS server and uploaded into the Versaterm RMS transcription queue once the connection is reestablished.

Responsibilities

City Responsibilities

- Provide sample data files from the Crossroads server for upload into the Versaterm RMS.
- Perform the report transcription process.
- Perform interface testing, including quality assurance review of the Accidents after the transcription / ingest process.

Versaterm Responsibilities

- Deliver XML file specifications to Crossroads.
- Create the AWS FTP Account server where Crossroads files can be delivered.
- Configure and test the transcription upload process.
- Configure the data upload scheduled (CRON) task.

3.4. Forensic Logic/COPLINK

This interface consists of extracting data from the City Versaterm vRMS into data files that are then transferred to a regional Forensic Logic COPLINK system. The Versaterm data warehouse extract program will be used to generate the required data files.

The data warehouse extract is a utility that extracts information from the RMS into Extensible Markup Language (XML) data files. These files are stored on the RMS server and are made available to 3rd party process for loading into the COPLINK Regional data warehouse that the City will participate in. The types of reports that can be processed

include: General Offense reports, CAD incidents, Field Interviews (Street Checks), Arrests and Property reports. At the discretion of City, other RMS event types and related data can also be included.

Functional Overview

The data warehouse extract is performed on a scheduled basis via a system scheduled task and, as such, no RMS user intervention is required. When invoked, the RMS data is extracted to XML files in a schema known to the COPLINK data warehouse. Once the extract process is completed, the data files are then transferred to AWS FTP or COPLINK report bridge server via SFTP. A separate scheduled task will be used for this data transfer. Once the data files have been successfully transferred, a separate 3rd party process not considered to be part of this interface (delivered by Forensic Logic) will be responsible for uploading City RMS data into the COPLINK data warehouse.

Technical Specifications

Each time a report is added, updated or deleted on the Versaterm vRMS, the report number is written to a data mart extract table. This table tracks what reports need to be subsequently extracted from the RMS. A scheduled (CRON) task is configured to run the data warehouse extract program on a daily basis (e.g. every morning at 4AM). The extract program reads from the data mart extract table to determine which reports must be extracted. All the data related to these reports (persons, vehicles, narratives, etc.) is unloaded into XML data files and written to an extract directory on the RMS server. The data files are then transferred via SFTP to the AWS FTP server. These files are also archived to a directory named using the current date and time e.g. 12282010_0400. These archive directories allow a site to audit RMS data that was previously extracted in case a COPLINK data comparison is required.

City RMS data will then be uploaded into the Regional COPLINK data warehouse where this data can be viewed online using the Forensic Logic COPLINK WEB browser installed at the City. Note that this last step is not considered part of this interface.

Error Recovery Process

Built into the data warehouse extract is an error recovery process. In the event of an extract failure, errors will be logged in a file available to System Administrators for review. An extract recovery program can be run to reset the data mart extract table by date range in order to ensure that specific reports will be extracted the next time the extract is run. Optionally data can be extracted by manually running the extract program for a specified time range.

Interface Testing

These tests are intended to ensure the interface is complete. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Unit Test period.

Communication

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

Functional and Completeness Test

This test comprises of running the data warehouse extract program to ensure that the required XML data files are written to the appropriate extract directory on the RMS server and to ensure the archive directory is created as well.

Operational tests

This test consists of adding, updating and deleting reports on the Versaterm RMS and ensuring that these reports and associated data are successfully extracted to the data warehouse XML files.

Performance tests

As this is a batch interface, there are no prescribed performance tests.

Exception tests

A test will be conducted to ensure the validity of the error recovery extract process described previously is adhered to.

Responsibilities

City Responsibilities

- Provide network connectivity between COPLINK and the AWS FTP
- Assist in testing the data warehouse extract by adding, updating and deleting RMS report data.
- Confirm RMS data quality assurance in Coplink using the Coplink WEB browser

Versaterm Responsibilities

- Configure and test the data warehouse extract program and scheduled (CRON) task.
- Create the AWS FTP account.
- Configure and test the file transfer and scheduled transfer task.
- Configure the data extract scheduled task.
- Assist in testing the extract by verifying the extracted data with the City.

3.5. CrimeView

The CrimeView crime analysis software is used by City Crime Analysts for both crime statistics reporting and crime mapping purposes. This interface consists of the CrimeView system extracting data from a replicated RMS database located in the vCloud environment to a CrimeView server located on-premise within the City's server environment.

Functional Overview

This interface will use a RMS Reporting Database (RDB) located in the vCloud environment as the source of data for CrimeView. Postgres is used as the RDB database engine to mirror the production Postgres RMS database.

By configuring a Postgres automated replication service, data entered into the production vRMS will be automatically transferred to the RDB in real-time, as it is a mirrored copy of the production RMS database. Data from the RDB can then be extracted via the CrimeView Import Wizard (running on the City's CrimeView server), which will feed the CrimeView application the data it requires.

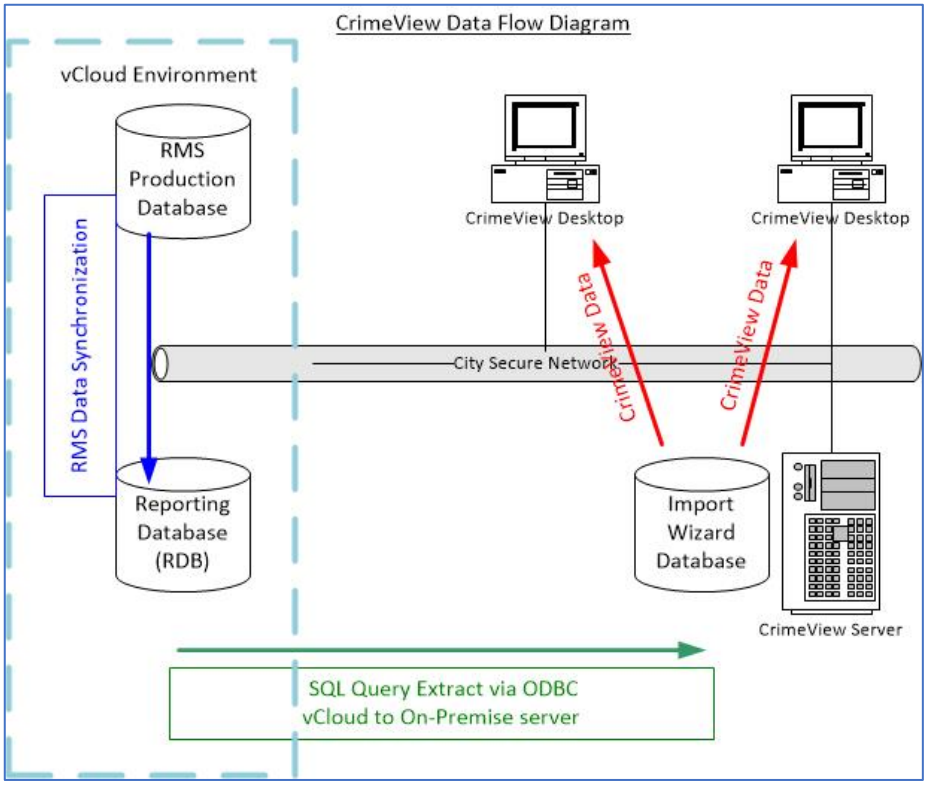
The City and Versaterm will work with the CrimeView technical personnel to determine what RMS data will be extracted and analyzed in CrimeView.

Technical Specifications

The Postgres RDB supports ODBC (Open Database Connectivity) connections. An ODBC connection will be made available to the RDB so that the CrimeView Import Wizard can perform predefined SQL queries into the RDB and extract the data required for CrimeView use.

The RDB itself will be installed in the AWS vCloud environment and will use Postgres replication tools to synchronize the reporting database with the production RMS database. This synchronization will occur in real-time (i.e. with minimal delay in updating the RDB from production).

Since the RDB will be a new data source for CrimeView, the Import Wizard will need to be reconfigured to extract data from the RDB. This configuration will include installing the new ODBC connection against the RDB and developing the required SQL queries/extracts for CrimeView.



Interface Testing

These tests are intended to ensure the interface is complete. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Unit Test period.

Functional and Completeness Test

These tests confirm that data entered into the vRMS (Offense reports, Street Checks, Citations, related entity data, etc.) can be seen and analyzed in the CrimeView application. Add, update and delete report transactions on the Versadex RMS will be performed to ensure that these data transactions are reflected in CrimeView.

Performance tests

No performance tests are required for this interface.

Exception tests

This test consists of taking the Postgres RDB database offline and ensuring that the RMS data is once again synchronized with the production RMS when the data synchronization is re-established.

Responsibilities

City Responsibilities

- Ensure that both the CrimeView Application and Import Wizard software is available for testing.
- Configure the required network connectivity between the Postgres RDB and CrimeView server.
- Work with CrimeView technical personnel to define the required SQL query/extracted data for CrimeView use.
- Perform Interface testing.

Versaterm Responsibilities

- Install and test the Postgres RDB database and data synchronization process.
- Create AWS FTP Account
- Provide the RDB database schema to City.
- Assist City and CrimeView when configuring the ODBC connection with the Import Wizard.
- Assist the CrimeView in defining the SQL query/extracts.
- Assist City in interface testing.

3.6. Prosecutors office (Karpel)

The Versaterm KARPEL Interface will support the one-way transfer of data from the vRMS to KARPEL. This section describes the scope and expectations of the Versaterm to KARPEL Interface.

Development and deployment of this interface will commence on a mutually agreed upon time frame between the City and Versaterm after initial production use of the vRMS. This schedule allows the City time to fully explore and understand how the vRMS operates and to evaluate the process involved with a data transfer to KARPEL. This interface will not be included in the Interface Integration Testing phase.

PROCESS OVERVIEW

Defendant and relevant case information will be manually pushed to the KARPEL system through vRMS Release Tracking. The package of information pushed to KARPEL will be produced for a specific defendant from the relevant GO. The vRMS will store the information to be released in XML.

The Versaterm extract is a delete/add architecture. The initial defendant package sent will represent the original submittal to KARPEL. Any additional data sent to KARPEL for the same case and defendant will be a complete resend of the package. There will be no Release Tracking supplemental releases. Versaterm expects KARPEL to delete any previous information sent for the defendant and case and replace it with the updated data.

COMMUNICATION PROTOCOL

The vRMS will generate XML based on KARPEL exchange specifications. The XML will be sent through a Web service to KARPEL based on KARPEL's WSDL specifications.

Authentication and authorization of providers for use of the exchange will utilize document signing private certificates and SSL. As part of authentication providers will be asked to submit a defined User ID and password combination. A digital signature signed with KARPEL Solutions' document signing certificate should also be submitted using Web Service Security specification. KARPEL Solutions' web service currently implements this specification with WSS4J.

DATA FIELD MAPPING

Data files created by Versaterm RMS will conform to KARPEL's file specifications as defined in the document titled 'Prosecutor by Karpel Law Enforcement Information Exchange Package'.

BUSINESS CONTINUITY

This interface will be available in the Production environment regardless of which region and/or availability zone the cloud-based RMS is currently serving up the RMS. Should the cloud-based RMS move across availability zones and/or regions, the RMS will reconnect automatically to the KARPEL webservice to submit the XML files.

INTERFACE TESTING

These tests are intended to ensure the interface is complete. The following are descriptions of the tests to be performed for the specified interface functionality after the RMS has been placed into Production and fully accepted by the City. This interface will not be included in the Interface Integration Testing phase.

FUNCTIONAL AND COMPLETENESS TESTS

This test is intended to ensure that when creating sample cases in the vRMS that the KARPEL XML contains the data elements extracted.

OPERATIONAL TESTS

This test comprises invoking a data transfer from vRMS to the KARPEL Partner Web Service.

PERFORMANCE TESTS

There are no performance tests associated with this interface.

EXCEPTION TESTS

These tests consist of making the KARPEL webservice temporarily unavailable, to ensure the XML is generated and transferred to the webservice once it becomes available.

Adding a release in Versaterm and securing it right away, to make sure the data is not being displayed in KARPEL.

Adding a record in Versaterm and sending the data to KARPEL. After the data has been sent, secure the data in Versaterm and verify the data has been removed from KARPEL after the send.

RESPONSIBILITIES

CITY RESPONSIBILITIES

- The City of Burbank is responsible for participating in the testing and data validation process, in addition to providing timely and accurate feedback about any identified issues during testing and with respect to any other requests for feedback from Versaterm and the City, and input generally.
- The City is responsible for verifying the integrity of the data in the KARPEL system, immediately after the implementation of the Versaterm KARPEL XML interface in production use.

VERSATERM RESPONSIBILITIES

- Versaterm is responsible for installing the KARPEL XML interface.
- Versaterm is responsible for implementing and testing the Interface which will then support the one-way transfer of extracted XML data from the vRMS to the KARPEL provided Partner Web Service.

3.7. JMS-LACRIS Interface Transfer

This interface consists of an Arrest/Booking data transfer between the Versaterm vRMS JMS module and the City's Livescan Enterprise system supplied by L-1 Identity Solutions. The interface adheres to Web Services technical specifications provided by L-1 Identity Solutions.

The Livescan system is located on Burbank Police Department premises (e.g. Jail) and is an integral component of the offender booking process. Offender fingerprints and mugshots are taken using the Livescan server located in the Jail. This server is part of the LA County Regional Identification System (LACRIS), maintained by the LA County Sheriff's Department.

FUNCTIONAL OVERVIEW

As part of the booking process at Burbank PD, when an offender is arrested and subsequently booked into the Jail, Arrest/Booking data is entered into the Versaterm vRMS Arrest (JMS) module. This could be an Arrest report transferred from the Versaterm Mobile Report Entry (vMRE) application or directly entered into the JMS. When the Jail Corrections Officer (JCO) is ready to book the Offender, the JMS booking data is transferred from the RMS to the Livescan system by initiating a query of the JMS Arrest number from Livescan (thereby invoking a Web Services query into the RMS).

The booking data transferred to Livescan shall include, where available, the following:

- File Number
- Home Address
    - House #
    - Street
    - City
    - State
- Gender (M, F, or X)
- Race
- Hair Color
- Eye Color
- Height
- Weight
- Date of Birth (format MMDDYYYY)
- State of Birth (two character code)
- Occupation (1-22 characters, spaces, commas, hyphens, and parenthesis)
- Date of arrest (MMDDYYYY)
- Time of arrest (military time, but 0000 is not allowed)
- Arrest Location
- Arresting Agency
- Reporting District
- Jail Location
- Arresting Officer's Last Name
- Arresting Officer's ID#
- Date Booked (MMDDYYYY)
- Time booked (military time, but 0000 is not allowed)
- Booking Officer's Last Name
- Booking Officer's ID#
- If this is a booking for another agency, the ORI of that booking agency
- The charge data set
    - Book Type (usually A)
    - Counts (usually always 001)
    - The AJIS statute (the arrest charge from the AJIS charge table)
        1. And the AJIS level such as M or F or I
    - The Bail amount

- If this is a warrant arrest, then the warrant information
    1. Date of Offense
    2. Warrant number
    3. Warrant type
    4. If you want CWS to pull the abstract, there are two other fields that should be populated
        1. CWS – this is a Y or a N
        2. Name Check, this is used if the warrant isn't the same name as the person being booked
- Court Info, if available or known at the time of Livescan
    1. Court Code
    2. Court Date
    3. Court Time
- Total Bail amount

NOTES ON BOOKING NUMBER

- If there is no booking number provided in the XML file passed from Versaterm to Livescan during the GetRecord, Livescan will assign a new booking number automatically. This booking number will be part of the UpdateRecord, should Burbank choose to implement the UpdateRecord call that Livescan does when submitting the record at the end when the jailer selects Save and Submit.
- If Burbank does pull a booking number, it must be in the XML package by the time Livescan is done.

Once the offender fingerprints and mugshot(s) have been taken on Livescan, the data and images are transferred by Livescan to the LACRIS system in LA County. Upon a successful transfer, the LA County booking number and mugshots (in base-64 format) are returned by Livescan to the JMS (another Web Services transaction), where the LA County Booking number and mugshots are stored.

BUSINESS CONTINUITY

This interface is only from the RMS production server unless the City has a test Livescan server to work with, otherwise the City will run the risk of sending test data to the production LACRIS system inadvertently. However, for the Interface Testing period it is assumed some test records will be sent to LACRIS.

INTERFACE TESTING

These tests are intended to ensure the interface is completely functional as designed. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Acceptance process.

FUNCTIONAL AND COMPLETENESS TESTING

This test confirms that arrest/booking data is transferred from the RMS to the Livescan server in response to Web service requests initiated by the Livescan system. After querying a JMS Arrest number, the WEB service request from Livescan shall be processed on the RMS WEB service and the appropriate arrest/booking data shall be returned and processed by Livescan. The test will also ensure that when the booking (fingerprint, mugshots) is completed on Livescan, a subsequent LA County booking number and mugshot update back to the JMS will occur.

OPERATIONAL TESTS

This test confirms that the booking data transferred from the RMS/JMS to Livescan is accurate and that the appropriate data elements are populated and verified in the Livescan system. This test will also confirm that upon completing of the booking process on Livescan, the LA County booking number and associated mugshots are stored on the JMS.

PERFORMANCE TESTS

This test confirms that the Web Service call to the JMS from Livescan to retrieve booking data (to be pre-filled into Livescan forms) shall take no more than 3 seconds. This test will also confirm that the booking number and mugshot update to the JMS will take no more than 4 seconds. These times shall exclude network latency issues and any transfer time between Livescan and LACRIS.

EXCEPTION TESTS

This test confirms that when an Arrest data request from Livescan to the JMS is received by the RMS Web Service and the requested Arrest record does not exist, Livescan receives a 'RecordDoesNotExist' return status.

RESPONSABILITIES

City Responsibilities

- Provide Web Services technical specification for the Livescan system used at Burbank PD.
- Provide network connectivity between the Livescan server and vCloud RMS.
- Make the Livescan system available during interface testing.
- Perform interface tests with Versaterm.

Versaterm Responsibilities

- Develop the Web Service transactions required to support the interface as per specifications provided by L-1 Identity Solutions.
- Install and configure Web Services interface on the vCloud RMS.
- Perform interface tests with the City.

3.8. Lexis Nexis Accurint

The Versaterm Accurint XML Interface will support the automated one-way transfer of data from the vRMS to the Lexis Nexis Accurint system. This section describes the scope and expectations of the Versaterm Accurint XML Interface.

PROCESS OVERVIEW

As information is entered or updated in the vRMS, the vRMS will automatically flag the event to be published to Accurint. At the configured frequency, the vRMS will invoke a process to identify those events that require publishing, producing the appropriate Accurint XML formatted file(s) to submit to the Lexis Nexis Partner Web Service.

The Versaterm extract is a delete / add architecture. When an event is created or updated the vRMS will send an update flag with updated data. Versaterm expects Lexis Nexis to delete the record if it exists and re-adds the updated data. If an event is created or updated as private, Versaterm sends a delete flag in the extract and no data. Versaterm expects Lexis Nexis to delete the record in its entirety. If the private flag is then removed from a private record Versaterm's extract sends an update flag with updated data. Versaterm expects that Lexis Nexis deletes the record if it exists and re-adds the updated data.

The extracted XML files are transferred from the RMS server to the Lexis Nexis Partner Web Service. Versaterm will own the responsibility of ensuring the quality and security of the data transferred from AWS. The City and Lexis Nexis will perform the necessary configurations on the 3rd party application to receive the XML data from Versaterm.

Versaterm will provide a notification in the event data has not been sent by the Versaterm system within the previous 48 hours.

COMMUNICATION PROTOCOL

The vRMS will call the Lexis Nexis Partner Web Service with an XML export of the data. Versaterm will conform to the XML specification provided by LexisNexis.

BUSINESS CONTINUITY

This interface will be available regardless of which region and/or availability zone the cloud-based RMS is currently serving up the RMS. Should the cloud-based RMS move across availability zones and/or regions, the RMS will reconnect automatically to the Lexis Nexis webservice to submit the XML files.

INTERFACE TESTING

These tests are intended to ensure the interface is complete. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Acceptance Test period.

FUNCTIONAL AND COMPLETENESS TESTS

This test is intended to ensure that when creating sample cases in the vRMS that the Lexis Nexis data contains the data elements extracted.

OPERATIONAL TESTS

This test comprises invoking a data transfer from vRMS to the Lexis Nexis Partner Web Service

PERFORMANCE TESTS

There are no performance tests associated with this interface.

EXCEPTION TESTS

These tests consist of making the Lexis Nexis webservice temporarily unavailable, to ensure the XML is generated and transferred to the webservice once it becomes available.

Adding a record in Versaterm and securing it right away, to make sure the data is not being displayed in Accurint.

Adding a record in Versaterm and sending the data to Accurint. After the data has been sent, secure the data in Versaterm and verify the data has been removed from Accurint after the send.

RESPONSIBILITIES

CITY RESPONSIBILITIES

- The City of Burbank is responsible for participating in the testing and data validation process, in addition to providing timely and accurate feedback about any identified during testing and with respect to any other requests for feedback from Versaterm and the City, and input generally.
- The City is responsible for verifying the integrity of the data in the Accurint system, immediately after the implementation of the Versaterm Accurint XML interface in production use.

VERSATERM RESPONSIBILITIES

- Versaterm is responsible for installing the Accurint XML interface.
- Versaterm is responsible for implementing and testing the Interface which will then support the one-way transfer of extracted XML data from the vRMS to the Lexis Nexis provided Partner Web Service.

3.9. Linx

The Versaterm LInX Interface supports an automated export of data from the vRMS to be consumed by the Law Enforcement Information Exchange (LInX) data system.

SUPPORTED REPORT TYPES / METHODS

A scheduled task can be used to automate the publishing of reports and the format is a series of ASCII delimited files (1 per record type) linked through a primary/foreign key relationship, or similar.
The exported reports include:

- General Offense Reports
- Street Checks/Field Interviews
- Tickets (Citations)
- Arrests
- Calls-For-Service
- Property

Photos of related persons can also be included either in a separate JPG file or encoded within in a base64 format. Similarly, the narrative text portion of the reports can be unloaded in an XML document or encoded using base64. The decision for which method is to be used will be finalized prior to installation and configuration of the interface.

PROCESS OVERVIEW

As information is entered or updated in the RMS, the RMS will automatically flag the event data for publishing. That is, whenever a report changes in the RMS, it becomes a candidate for publishing to LInX. The

scheduled extract process will check for any candidates to be published and extract the data to the specified ASCII files.

At the configured frequency, the Versaterm RMS will invoke a process to identify those events that require publishing, process them and produce the data unload files.

The files are created in a designated folder (directory) and will be transferred to the AWS FTP server using a SFTP transfer mechanism where the data files are available to LInX.

Prior to installation and configuration of this interface, Versaterm will review the approach with the City and LInX contact, provided by the City.

FREQUENCY AND FORMAT

On a scheduled basis, the Interface logic extracts new or updated data from the vRMS into *.unl “pipe” (“|”) delimited files. The files are placed in a directory on the RMS sever and transferred, via SFTP, to the AWS FTP server where LInX will have access to consume the files.

DATA TRANSFER PROTOCOL

The extracted files are transferred via SFTP from the RMS server to the City (LInX) server.

BUSINESS CONTINUITY

As this is essentially a batch interface, the folder or shared directory becomes a queue of files and may be processed whenever network connectivity is re-established.

COMMUNICATION

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

INTERFACE TESTING

As the City configures the vRMS, Versaterm can provide sample data extracts from either the implementation or training system.

FUNCTIONAL AND COMPLETENESS TESTS

The functional tests include:

- Creating test cases within the vRMS and confirm the data is represented in LInX.
- Add / Update reports and ensure the data is transferred.

OPERATIONAL TESTS

Operational tests include confirming that entered or updated data in the vRMS is published at the configured interval and transferred to the City (LInX) server.

The operational tests include:

- Ensure the added/updated data records are published at the configured time interval; and
- Ensure the data files are transferred to the City server.

Note the City and LInX will need to confirm how often the data files are consumed.

PERFORMANCE TESTS

As this is a batch interface, there are no prescribed performance tests.

EXCEPTION TESTS

These tests consist of testing the interface to make sure data is transferred when there is a communication failure between the Versaterm RMS and the City server. Then, once the communication link is re-established, the queued datafiles are transferred.

RESPONSIBILITIES

CITY RESPONSIBILITIES

- The City is responsible for participating in the testing and data validation process.
- The City is responsible for verifying the integrity of the data in the LInX system.
- The City is responsible to coordinate with LInX to consume the data extract files.

VERSATERM RESPONSIBILITIES

- Versaterm is responsible for installing the LInX (data unload) extract.
- Versaterm will configure the scheduled time to perform the extracts based upon City request.
- Versaterm is responsible for implementing and testing the Interface which will support the extracted file data on the RMS Server.
- Versaterm is responsible for developing and testing the SFTP script to transfer the files between servers (from RMS server to City (LInX) server).
- Versaterm will participate in the testing and data validation process.

3.10. Query to ART (Legacy RMS)

This interface supports queries from the vCAD, vMDT and vRMS applications via web service into the legacy RMS data hosted in the ART (Archive Reporting Tool) provided by Whitebox.

The City of Burbank will be responsible for extracting their legacy RMS data and populating ART.

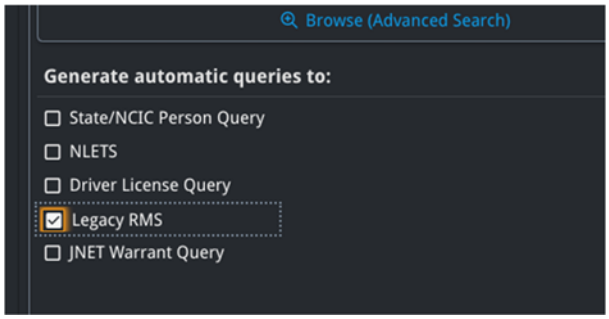
Versaterm and The City will work together to develop web service-based queries that can be deployed to deliver legacy RMS data to system users.

FUNCTIONAL OVERVIEW

This interface will support queries initiated from the vCAD, vRMS or vMDT to the ART. The queries will be in text only format (e.g. no images will be returned in a query response). The queries supported will include Person Name,

Vehicle Plate and Address. The Versaterm Message Controller (VMC) is used to manage and administer the Versaterm end of the interface.

Queries shall be spawned by using a query checkbox on the appropriate query form (sample below). This checkbox can be set manually by the user performing the query. For integrated queries on vCAD, it is also possible to set a default query setting.



Expected Responses

The response from a Person, Vehicle or Address query is expected to be a synopsis list of related records that would include data pertinent to the query performed. For example, for a Person query, the synopsis list should include at least name, sex, DOB and race. Each synopsis record will contain a hot link to the complete record and is expected to be in a ready to display text format with a special indication for the hot links.

The order of the response should be most likely (e.g. best match) to least likely. It is suggested that a configurable number of response hits be implemented by the City (e.g. 25 records) as to not give a list of names that is too lengthy to review. The City shall decide the exact order and number of hits to return to the user, based on optimum performance testing during the implementation process.

Whether initiated from vCAD, vRMS or vMDT, the user may select one of the response records in the list to invoke a pre-armed hot-link query. The hot link will contain a unique record key query formatted when the initial query response (Person, Vehicle or Address) is processed. By invoking the hot link, a subsequent detailed record query can be spawned. For example, when a Name synopsis record is queried, a query by unique person key (identifier) known to the ART, would be returned back to the Versaterm application. The resulting response would be a detailed person record containing full name, address, contact, physical descriptive information, etc. along with a list of related Offense Reports the person is associated with.

Each offense report record listed in a Person, Vehicle or Address detailed query response will also contain a hot link whereby the user may select the hot link to return an Incident Report query by report number to the ART.

Note that it will be the responsibility of the County to determine the exact content and format of each query response discussed in this section.

technical specifications

The Versaterm Message Controller (VMC) will be used to route ART queries and responses to the appropriate destinations. The VMC will provide an interface from the vCAD, vRMS and vMDT applications to a RESTful web service to be developed by The City/Whitebox.

Communication Method

When queries are initiated, they will be routed to the VMC. From there, the VMC will route the query to the ART web service using the query VMC plug-in client communicating with the web service. Once the web service query is processed, the appropriate response will be routed back to the VMC and onto the originating device.

The RESTful web service to be developed by the City/Whitebox will be responsible for executing the actual queries against the ART.

Logging

Transaction logging will be performed by the VMC. Every query including device ID (IP address) and user ID, date, time and what exactly was queried will be written to a daily ART query log file.

The log file will also contain partial response information – the entire query response will not be written to the log file, but the first 512 bytes of the response will be present along with the relevant header information (device ID, user ID, etc.).

These log files will be in readable text format and will be identified by a file naming convention using the transaction date (YYYYMMDD).(PLUGIN) as the file name.

INTERFACE TESTING

These tests are intended to ensure the interface is completely functional as designed. The following are descriptions of the tests to be performed for the specified interface functionality during the Functional Acceptance process.

FUNCTIONAL AND COMPLETENESS TESTING

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

OPERATIONAL TESTS

For each query transaction, the City will verify the transaction response. Each response should be compared to the transaction responses returned from the same query performed on the legacy RMS to ensure response accuracy.

PERFORMANCE TESTS

The performance tests include a load test where the City will run several queries from various workstations and vMDTs to ensure the interface can handle the expected workload while routing responses back to the proper originators. Query processing response time performed by the web service against the ART may vary and is outside of Versaterm's control.

RESPONSIBILITIES

City Responsibilities

- Develop the RESTful web service to support the required queries.
- Coordinate & configure network connectivity to the ART web service from Versaterm vCloud.
- Provide technical information on the web service communication protocols, query transaction and response formatting.
- Provide sample query response data for each query supported during interface testing.
- Perform interface testing.

Versaterm Responsibilities

- Develop, install and configure the VMC-ART plug-in client to support communications with the ART WEB service.
- Develop query forms on the vCAD, vRMS and vMDT.
- Enable support for the hotlink queries.
- Perform initial functional testing of the ART query interface.
- Perform interface tests with the City.

Exhibit D.4: Customization and Enhancements Control Document (CECD)

(None)

Exhibit D.4a: Data Conversion

No Data Conversion is included in this Agreement.

Versaterm recognizes that the City wishes to convert legacy property data into the vRMS post Go-Live. The Parties will execute a mutually agreed upon separate services contract governing such data conversion.

Exhibit D.5: Acceptance Testing

OVERVIEW

This Exhibit describes the parameters involved in the Acceptance Test Plan which will be used per the Agreement and Statement of Work. The Acceptance Test Plan involves four (4) types of acceptance tests:

- Interface Integration Testing
- Functional Acceptance Testing
- System Performance Testing
- Reliability Acceptance Testing

The procedures to conduct each type of acceptance test are documented within each test plan (below). The City has the primary responsibility of conducting the Acceptance Tests, where Versaterm will support and assist the City as required.

These Testing Plan details apply to both the Versaterm CAD and RMS systems (including mobile applications). That is, each section below applies to both systems, hence there is no separate test plan for each system, as the approach to testing both systems is the same.

1 INTERFACE INTEGRATION TESTING

1.1 OBJECTIVES

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

The process of testing the interfaces also provides the City with the knowledge necessary to complete the Functional Unit Testing for each interface.

1.2 STRATEGY

As each interface is developed and installed, Versaterm will remotely assist the City's Project Team with performing testing.

Versaterm will demonstrate each interface to City personnel to confirm that it adheres to the specifications documented in the Interface Control Document. The City personnel will test and verify the results.

Errors will be tracked and remedied.

1.3 SCHEDULE

The Interface Integration Test is formally scheduled for five (5) Business Days and will be conducted in accordance with the Project Schedule. However, individual interfaces are expected to be tested as they are ready during the Interface Development and Testing task. The Interface Integration Test period may be extended beyond the initial five (5) Business Days if there are confirmed discrepancies that prevent the Interface Integration Test from being completed successfully within the initial five (5) Business Days.

1.4 DEPENDENCIES

Integration Testing has the following dependencies:

- Install the Production Environment in the Cloud
- Develop and install interfaces.
- Configure the Application Software.
- For each interface that involves another application/system, a test/development system to which the Versaterm system can connect must be available, or a plan must be in place to enable the required testing.

1.5 SERVER ENVIRONMENT

Interfaces will be tested in the Cloud Production Environment prior to the System being used for Production Use. After cutover to Production Use, any interface not previously tested will be tested in the Development/Test Environment prior to being installed in the Production Environment for final testing.

1.6 PROBLEM TRACKING AND REMEDIES

Each discrepancy/issue will be documented in the Issues List.

Within ten (10) Business Days of finding and documenting a discrepancy that can be classified as Level 1 or 2, in Section 6 of this document, Versaterm will correct the issue and then request, in writing, that the City retest the interface.

The City shall repeat the failed Interface Test within ten (10) Business Days of receipt of Versaterm's written request and shall advise Versaterm, in writing, of the results within five (5) Business Days of the test's completion.

Discrepancies that are classified as a Level 3 Error will not prevent the Integration Test from being successfully completed.

1.7 COMPLETION CRITERIA

Integration Testing will be considered successfully completed when all of the following criteria are met:

- The City has verified that all interfaces operate as specified in the Interface Control Document
- The City's Project Team and other select City staff are sufficiently trained to be able to administer, manage, and fully use each Interface.
- The City confirms, in-writing, of either acceptance, rejection or conditional acceptance of the interface integration tests for each interface within five (5) business days of completing the final tested interface.

2 FUNCTIONAL ACCEPTANCE TESTING

2.1 OBJECTIVES

The purpose of Functional Acceptance Testing is to verify that the fully configured System, including the interfaces specified in the Interface Control Document, meet the functional requirements described in the Agreement.

2.2 STRATEGY

The City and Versaterm will jointly develop a Standard Acceptance Test Plan suitable for verifying the solution's functionality. City workflow processes will be the basis of the Test plan. These processes will be documented during system implementation by the City and Versaterm for use during the test period.

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

During the Functional Acceptance Testing task, Versaterm and the City will track whether requirements pass or fail tests. If a requirement fails a test, it will be classified as a "Failure" if related to a software application error, and Versaterm shall have up to ten (10) business days to correct any Failure, or provide a City-approved approach for correcting the Failure. Once a Failure is corrected, Versaterm and the City will conduct additional testing of that requirement to verify that it passes the test.

The system will be deemed to have passed Functional Acceptance Testing when all scenarios and requirements pass the test or the City approves Versaterm-proposed workarounds or approaches to remedy Failures. The City will conduct Functional Acceptance Testing with remote support from Versaterm. During Functional Acceptance Testing, Versaterm will be immediately available to answer questions and address any issues. Errors will be tracked and remedied.

2.3 SCHEDULE

The Functional Acceptance Testing period should not exceed fifteen (15) Business Days and will begin according to the mutually agreed upon Project Implementation Schedule and after Versaterm has provided the City with written notice that the System is ready for Functional Acceptance Testing. If the City does not believe the System is ready for the Functional Acceptance Test, it will provide the reasons in writing to Versaterm within ten (10) Business Days of receipt of Versaterm's notification.

The Functional Acceptance Testing period may be extended if there are confirmed defects that prevent the Functional Acceptance Test from being completed successfully. Functional Acceptance Testing must be successfully completed before Versaterm-delivered Trainer-Training and End-User training can commence.

2.4 DEPENDENCIES

Functional Acceptance Testing has the following dependencies:

- Production Environment Infrastructure available in the cloud
- Integration Testing completed
- Geofile loaded
- Validation tables populated
- Workflows configured
- For each Interface that involves another application/system, a test/development system to which the Versaterm system can connect must be available, or a plan must be in place to enable the required testing

2.5 SERVER ENVIRONMENT

The Functional Acceptance Tests will be conducted in the Production Environment prior to the System being used for Production Use.

2.6 PROBLEM TRACKING AND REMEDIES

The City will document each discrepancy between observed functionality and Agreement Specifications. The City will provide, in writing, a list of the discrepancies and defects to Versaterm. The City and Versaterm Project Managers will mutually agree on the classification of each defect according to the definitions in Section 6 of this document.

Each discrepancy/issue will be documented in City's SharePoint Issues List.

Within ten (10) Business Days of receiving written notification of Functional Acceptance Testing discrepancies, Versaterm will either:

- Correct confirmed defects that prevent Functional Acceptance Testing from being completed successfully and then request, in writing, that the City repeat the failed Functional Acceptance Testing component(s) that resulted in the defects; or
- Provide a mutually agreeable solution to confirmed defects consisting of either a future System patch correction that will be installed at a mutually agreeable time period, or a mutually agreeable workaround.

Versaterm must remedy all defects classified as Level 1 or Level 2 Errors before Functional Acceptance Testing is completed and training begins. The City and Versaterm Project Managers will mutually agree on any Level 3 Errors that must be remedied before training begins, Production Use occurs, or Final System Acceptance, and which can be remedied in a future release.

All defects will be documented and reported to Versaterm, and Versaterm will provide a schedule and/or mitigation procedure for all reported defects.

The City shall repeat the failed Functional Acceptance Testing within ten (10) Business Days of receipt of Versaterm's remedy for an error, and shall advise Versaterm, in writing, of the results within five (5) Business Days of the test's completion.

2.7 COMPLETION CRITERIA

Functional Acceptance Testing will be considered successfully completed when all of the following criteria are met:

- The System and Interfaces have been verified by the City to operate as specified in the Agreement.
- All scenarios and requirements have passed the test, or the City has approved Versaterm-proposed workarounds or approaches to remedy unresolved Failures.

3 SYSTEM PERFORMANCE TESTING

3.1 OBJECTIVES

The purpose of the System Performance Test is to demonstrate that the System adheres to the performance standards defined in Exhibit E: System Performance and Availability Standards.

If the City chooses to conduct the System Performance Test, the City will conduct it after the System cutover to Production Use.

3.2 STRATEGY

The System Performance Test will include testing individual functions as well as workflows. Versaterm will support the City's System Performance Test as required. The City will designate the workstations from which performance will be measured.

Measurement of response times will be based on the transaction response times defined in Exhibit E: System Performance and Availability Standards. When measuring system performance thresholds for Application Software conformance, no system or database backups will be processed. Noted deviations from the performance standards will be tracked and remedied by Versaterm.

The following sections describe specific details for the System Performance Test.

3.3 POST-CUTOVER PERFORMANCE TESTING

During the Reliability Acceptance Test, the City will employ manual methods to time system response to transactions and workflows. Because the system will be live, Third Party performance testing tools to generate automated transactions are not appropriate.

If the System's performance standards contained within Exhibit E: System Performance and Availability Standards are not achieved during the System Performance Test, the City and Versaterm will work together to determine whether the cause is the System infrastructure, network, or Application Software. If the Parties agree that the cause is the Application Software, Versaterm will affect the changes needed to meet the response times contained within Exhibit E: System Performance and Availability Standards and the System Performance Test will be repeated.

Additionally, Versaterm will participate in collaborative discussions on how to reach the desired performance metrics even if the agreed upon cause(s) exclude the Application Software, however; the successful completion of the System Performance Test will not be affected by non-Application Software-related issues.

3.5 SCHEDULE

The System Performance Testing is expected to last up to five (5) Business Days and will be conducted in accordance with the Project Schedule. The City will conduct System Performance Testing during the Reliability Acceptance Test Period.

3.6 DEPENDENCIES

The System Performance Test has the following dependencies:

- Successful completion of the Functional Acceptance Test.
- The specific details and testing methods have been mutually agreed upon by the Parties.

3.7 SERVER ENVIRONMENT

The System Performance Test will be conducted on the Production Environment.

3.8 PROBLEM TRACKING AND REPORTING

The City will document in writing and immediately notify Versaterm of any observed deviations from the performance standards. The City and Versaterm will work together to determine whether the cause is the Cloud System infrastructure, network, or Application Software. If the Parties agree that the cause is the Application Software, Versaterm will affect the changes needed to meet the response times contained within the Agreement and the System Performance Test will be repeated.

Although the successful completion of the System Performance Test will not be affected by non-Application Software-related issues, Versaterm will participate in collaborative discussions on how to reach the desired performance metrics even if the agreed upon cause(s) exclude the Application Software.

3.9 SYSTEM PERFORMANCE TEST COMPLETION CRITERIA

The System Performance Testing is considered complete when Versaterm has remedied all deviations from Performance Standards attributed to Application Software, and the City has notified Versaterm that it has completed the System Performance Test.

4 RELIABILITY ACCEPTANCE TESTING

4.1 OBJECTIVES

Reliability Acceptance Testing ensures that the System continues to operate according to the specifications contained within the Agreement for thirty (30) consecutive calendar days after the System cutover to Production Use.

4.2 STRATEGY

After cutover to Production Use, the System will undergo a thirty (30)-day test period. The City will use the System for its intended purposes and monitor system reliability, functionality, and performance. Errors will be tracked and remedied.

4.3 SCHEDULE

Reliability Acceptance Testing begins immediately following System cutover to Production Use. It ends when the System operates at an availability level of 99.99% for thirty (30) consecutive days without a Level 1 or Level 2 Error, and the City and Versaterm have mutually agreed upon a plan to remedy Level 3 Errors.

4.4 DEPENDENCIES

Reliability Acceptance Testing is dependent on the System being enabled for Production Use.

4.5 SERVER ENVIRONMENT

Reliability Acceptance Testing will be conducted in the Production Environment in the Cloud.

4.6 PROBLEM TRACKING AND REMEDIES

The City will use the System for its intended purpose and monitor the System for defects. The City will document in writing and report to Versaterm any encountered System defects. The City and Versaterm Project Managers will mutually classify each defect according to the definitions in this Exhibit.

The City will immediately inform Versaterm by telephone upon discovery of a Level 1 or Level 2 Error, and Reliability Acceptance Testing will immediately stop. The City will follow-up with a written notification of the defect to Versaterm. Once the problem is resolved, Reliability Acceptance Testing will start over from day one (1) and a new thirty (30)-Day Reliability Acceptance Test period will begin.

Discovery of a Level 3 Error will not stop the Reliability Acceptance Testing. Versaterm will attempt to remedy Level 3 Errors during the Reliability Acceptance Testing period. If Versaterm is not able to fix a Level 3 Error during the Reliability Acceptance Testing period, Versaterm and the City will develop a mutually acceptable plan to remedy the defect in a future fix release.

4.7 RELIABILITY / DOWNTIME DEFINITION

The System will be considered “down” (i.e. not available to end-users) if a Level 1 or Level 2 Error is encountered during the Reliability Acceptance Testing period using the following approach:

Error Level 1 (P1) – Critical errors that are defined as Loss of Data, Corruption of Data, or Loss of Productive Use of the Application. In the event this type of error occurs, City will immediately notify Versaterm and the Reliability Test period will be cancelled. Versaterm personnel shall promptly resolve the problem at no additional cost to City and a new Reliability Test period will begin. Upon receipt of a P1 software correction, City has 72 hours to test the software correction and resume productive use. If City does not place the software correction into production within 72 hours, the new Reliability Test period will begin. Once the System operates for thirty (30) consecutive days without an Error Level 1 (P1), the Reliability Test will be complete.

Error Level 2 (P2) – Non-critical errors defined by incomplete operation of a single system application where a procedural workaround is available, and productive use of the system is impacted. In the event this type of error occurs, City will immediately notify Versaterm and the Reliability Test period will be suspended. Versaterm personnel shall resolve the problem at no cost to the City. Once repaired, the Reliability Test period will recommence at the point where it was suspended. Upon receipt of a P2 software correction, the City has 48 hours to test the software correction and place it into production. It the City does not place the software correction into production within 48 hours, the Reliability Test period will resume and the Reliability Test period will recommence at the point where it was suspended.

Failures outside of Versaterm's control, such as individual workstation failures (e.g., a Windows operating system failure, insufficient memory, etc.), will not be considered System defects and will not affect the outcome of the Reliability Acceptance Testing as long as there is productive use of the System on other workstations.

If System unavailability is mutually agreed upon and scheduled for the purpose of Application Software updates, performance tuning, file backups, or other processes typical in an operational environment, the System will not be considered unavailable and will not impact the successful completion of Reliability Acceptance Testing.

The System will also not be considered unavailable if other factors such as the network, external agency, operator or Cloud environment are mutually determined by the City and Versaterm to be the cause of encountered defects.

If the System's unavailability is attributed to any integrated Third-Party product, both Parties will first assist each other in identifying the root cause. Once the defect has been corrected or a mutually agreeable workaround has been implemented, the System will be considered available again.

If the System's unavailability is attributable directly to a Third-Party product interfaced or integrated with the System that is beyond Versaterm's control, then the System shall be considered available from the point at which the defect was originally reported to Versaterm.

If the System is unavailable because of other factors that are beyond Versaterm's control (e.g., Force Majeure, catastrophic network failures, Third-Party product Interfaces not provided by Versaterm, etc.) and these factors result in users not being able to make production use of the System, at the sole discretion of the City, Reliability Acceptance Testing will be suspended until the System can be placed in Production Use again. When the System is placed into Production Use again, the Reliability Acceptance Test will be resumed from the point at which it was suspended.

During the Reliability Acceptance Testing period, Versaterm will not stop the System (force it to be unavailable for Production Use), upgrade the Application Software, or otherwise negatively impact the operational status of the System without the written permission of the City. The System will continue to operate to the best of its abilities even while/if the Reliability Acceptance Testing has been suspended due to encountered defects.

4.8 COMPLETION CRITERIA

Reliability Acceptance Testing is considered complete when the System has operated for thirty (30) consecutive Days without a Level 1 or Level 2 Error and a mutually agreeable plan to remedy all Level 3 Errors has been developed.

5 FINAL SYSTEM ACCEPTANCE

Final System Acceptance will occur after the completion of the 30-day Reliability Acceptance Testing and when a mutually agreeable plan to remedy all Level 3 Errors has been developed.

6 DEFECT CLASSIFICATIONS

The City and Versaterm will classify all found defects according to the following definitions for error levels:

Error Level 1 – Critical errors that are defined as Loss of Data, Corruption of Data, or Loss of Productive Use of the Application.

Error Level 2 – Non-critical errors defined by incomplete operation of a single system application where a procedural workaround is available, and productive use of the system is impacted.

Error Level 3 – Cosmetic errors that are defined as configuration issues that can be corrected by City, data integrity issues that must be addressed by City, Help file documentation errors, or enhancements that can be made in the future to the presently released version.

Error Level 4 – Minor issue relating to a specific component of the System that does not affect the productive use of the System or component. Examples include a field that is right-justified rather than left-justified or the usage of an inconsistent font.

Exhibit D.6: Training Course Outlines

1 TRAINING PLAN OVERVIEW

This document describes Versaterm's recommended training approach for the implementation of the Versaterm CAD, RMS and Mobile software applications and is intended to be used as a guide to planning and delivering training to all users.

The Training Plan and approaches may be refined and further elaborated as required during the Project, where the City and Versaterm will collaborate and mutually agree on any refinements.

This document also describes the course outlines that Versaterm will deliver to the City trainers and End users and a sample of the courses the City may replicate to all users.

1.1 TRAINING FACILITIES

Amongst other requirements, the training facilities are required to meet CJIS security, support network encryption, and support physical access requirements.

The facilities are also expected to be dedicated solely to Versaterm application training during the end-user training periods, without requiring daily software re-installation and infrastructure re-configuration.

The following is a list of requirements/recommendations for the training facilities:

- At least twenty (20) dedicated workstations that meet the minimum Versaterm CAD, RMS and Mobile application requirements.
- At least one additional workstation for the training instructor.
- Dedicated network access provided between each workstation and the Versaterm servers.
- At least one overhead projector and screen that is viewable by all trainees (i.e., from each training workstation) and that is able to display the contents of the training instructor's workstation monitor(s).
- One whiteboard with Dry-Erase markers.
- A network printer which is configured to be the default printer for each workstation.

1.2 INITIAL TRAINING APPROACH

Following the completion of the Configuration and Initial Testing phases of the Project Implementation Schedules, the Training phase will take place shortly after. A mixture of direct End-user and Train-the-Trainer approaches will be used to deliver training.

1.2.1 VERSATERM TRAIN-THE-TRAINER TRAINING

This first level of training is where Versaterm will provide hands-on training to the City's Project Team members. For the CAD/Mobile Phase, this training includes vMDT, vMobile and Browser Status Screen (MDT_P & RCAD).

1.2.2 VERSATERM INTERNALS TRAINING

This training is where Versaterm will provide training to the City's System Administrators. This will be 1 day in duration and provided by webcast. At the conclusion of this training, the Administrators will understand the Versaterm CAD and RMS database structures so that they can develop ad-hoc and custom reports; the System structure; conventions used by Versaterm within the database; the Datamart, and release upgrade procedures, specifically changes to the database schema.

Note: Due to the material to be covered, this course will be tailored specifically for the City where City-specific reports and queries will be used as samples.

1.2.3 END-USER TRAINING

Following the completion of the Trainer-Training, Versaterm will assist the City with strategizing their End-User Training plans.

For the CAD Phase, Versaterm will provide the following courses just prior to the system go-live: Call-Taker/Dispatcher and Supervisor (DP & CAD_SUP_ADMIN).

For the RMS Phase, Versaterm will provide the following courses before the system go-live: RMS Introduction, Data Entry, Detective, Jail, Property, Transcription, Supervisor, Mobile Report Entry. (RMS_INTRO, RMS_DATAENTRY, RMS_DET, RMS_AR, RMS_PROP, RMS_TRANSQ, RMS_SUP, MRE). Versaterm and the City will mutually agree on a schedule to train RMS users. As this training covers a broad range of user groups, the City should expect to adjust user work schedules as necessary in order to maximize attendance.

Versaterm's recommended End-User training strategy starts with identifying the affected user groups, the courses to be taught and the duration of each course (who, what, and how long). Once these key factors are identified, the training strategy involves planning the logistics and training schedules (who, when and where).

1.2.3.1 STEP 1: IDENTIFY USER GROUPS

The first step involves identifying all of the affected user groups across the City that will require training. For example: Call Takers, Dispatchers, Records Specialist, Detectives, Patrol, Corrections Officers, Supervisors, Crime Analysts, System Administrators, etc.

1.2.3.2 STEP 2: IDENTIFY TRAINING COURSES (AND ESTIMATED DURATION)

Following the identification of the affected user groups, the second step involves identifying the training courses that will be taught. While identifying the courses, the course objectives, the course outline, the course content, and the targeted audience will be determined at a high-level, along with the estimated duration of each course (in hours).

1.2.3.3 STEP 3: ASSIGN COURSES TO EACH USER GROUP

Following the identification of user groups and training courses, the next step involves matching up the courses to each user group based on what they will need to be trained on to perform their everyday jobs. Once the training needs of each user group are identified, the estimated total amount of training time (per user group) can be determined. For example: Dispatchers will require training courses X, Y and Z which amount to a grand total of 32 hours of training.

Once all of the above is determined, the next step in planning the End-User Training involves figuring out the logistics and the schedules. This specifically focuses on the coordination of trainers, trainees, training facilities (and setup), and scheduling logistics (i.e. will training be required 7 days a week, and in the evenings, and can multiple training classes be conducted simultaneously, etc.).

1.2.3.4 TARGET AND TIMING RECOMMENDATIONS FOR INITIAL END-USER TRAINING

Ideally, all end-users would be trained prior to the production cutover date, however, as end-users may be on vacation, sick, between promotions, or otherwise unavailable to attend the training, Versaterm recommends that End-User Training be targeted for approximately 85% of affected end-users.

In addition, Versaterm recommends that End-User training be delivered within a maximum of five (5) weeks, prior to the production cutover date. This approach is referred to as “Just in Time” training, a timely strategy that eliminates the need for refresher training. This approach reduces potential knowledge loss if training were delivered over an extended period of time, too far from the production cutover date.

With the “Just in Time” approach, trained end-users will be able to immediately use the production CAD and RMS systems as of the production cutover date.

1.2.4 POST-IMPLEMENTATION TRAINING

For the minority percentage of end-users who will not receive training prior to the production cutover date, Versaterm recommends post-implementation training for these end-users. All post-implementation training will be the responsibility of the City.

Likewise, for the end-users who require refresher training after the production cutover date, Versaterm recommends that the City develops an on-going training plan to accommodate post-implementation training needs.

1.3 FINAL TRAINING APPROACH

As the Project Implementation Schedule may be impacted by the type of functionality that will be implemented at go-live, the final training approach will be refined during the Project.

2 COURSE OUTLINES

This section describes the course outlines that Versaterm will deliver to the City trainers.

The definition of a "course" (as used in this document) refers to the in-depth training of either a functional area or set of areas within the applicable Versaterm application. For each course listed below, a course code is identified in parentheses. The course code may be used when identifying the makeup of a course.

Notes:

- Each course may be modified or tailored as necessary and each user group may receive multiple courses.
- The time allotted and number of trainees for each course are provided as a guideline.
- Versaterm does not provide any training for Microsoft Windows. If the City requires such training, it is expected that this level of training will be acquired by the City from a Third Party.

2.1 CAD TRAINING

The following is a list of CAD system related training.

2.1.1 CALL-TAKER/DISPATCHER TRAINING (DP)

Course Duration	2 days
Prerequisite	None
Intended Audience	Communication center call-taker, dispatcher and supervisory personnel who will be responsible for taking emergency calls for assistance and dispatching required emergency response units.
Course Approach	This training will be delivered by Versaterm direct to End Users over 4 (four) consecutive days. In order to achieve the objectives below, Versaterm will prepare various CAD scenarios that will exercise the functions described. These scenarios will be based on "typical" cases that will have been provided by the City, prior to training. The City will provide a classroom with 10 desktop workstation positions, one for each student.
Course Objectives	The CAD call-taker/dispatch operators will: A. Know how to sign on and sign off units B. Know how to add, dispatch and clear calls C. Know how to add calls via E-911, alarm number D. Know how to maintain unit activity information (both case-related, and when not on a case) E. Know how to retrieve calls (by number, by date or from the active or dispatch queues)

	F. Know how to move calls between queues G. Know how to view history at a particular address H. Know how to retrieve hazard, alarm, itinerary and contact records on an address I. Know how to obtain a hardcopy (printout) of a call J. Know how to navigate the status screen K. Know how to navigate the mapviewer L. Know how to set and stop unit timers M. Know how to query against NCIC N. Know how to use the vMail facility O. Know how to use the Notepad facility to view lists P. Know how to use the on-line help facility Q. Know how to add calls retro-actively

2.1.2 SUPERVISOR AND ADMINISTRATOR TRAINING (CAD_SUP_ADMIN)

Course Duration	1 day
Prerequisite	Call Taker/Dispatcher Training
Intended Audience	Users who are responsible to maintain table codes, security, user access, run reports, etc.
Course Approach	This training will be delivered by Versaterm direct to End Users immediately following the DP training course. Maximum of 1 person per workstation.
Course Objectives	The Supervisor and Administrator will: A. Understand the implications and parameters in specific CAD tables (call types, busy codes, setting up police responses and response modifiers, etc.) B. Know how to create and maintain users and their security privileges and password C. Know how to add and maintain Notepad and Topic entries D. Know how to add calls retro-actively E. Know how to use the mail system, and how to define mail groups F. Know how to manage the various queue types G. Know how to reconfigure a given user's beat/zone responsibility and status screen layout H. Know how to set up the shift duty table I. Know how to setup a status screen J. Know how to maintain the street index (GEO code) file including common place names and alias street names K. Know how to maintain address information (hazard records, alarm records, itinerary records, night list records, etc.)

2.1.3 MAP ADMINISTRATION & VGI (MAP)

Course Duration	Up to 1.5 days
Prerequisite	None
Intended Audience	Users who are responsible for maintaining maps on the desktops and laptops as well as GIS (or non GIS personnel) who are responsible for providing street data for the CAD.
Course Approach	This course is conducted via webcast and delivered during the Configuration phase. Due to the material to be covered, this course will be topic-based, as opposed to scenario-based. Some functions will be demonstrated, while others will be executed by the student himself/herself. The students for this course are expected to have some technical computer aptitudes and familiarity with Windows. Maximum of 1 person per workstation.
Course Objectives	The students will: A. Create custom views (based on event location, specific X,Y coordinate, current viewing area, etc.) B. Create custom themes (based on map packages required for specific Police user groups) C. Set 'info bar' display properties D. Define and setup icons for the dynamic layers (queued calls, active calls) E. Setting display properties for the tracking layer (AVL) F. Learn to configure and use the VGI tool to produce street load files for the CAD

2.1.4 POLICE MOBILE (VMDT,VMOBILE) INSTRUCTOR TRAINING (MDT_P)

Course Duration	Up to 1 day
Prerequisite	None
Intended Audience	General audience of users who will use the Police vMDT and vMobile on a day-to-day basis. Supervisors and/or administrators are expected to attend this course.
Course Approach	This training will be delivered by Versaterm to City trainers using a Train-the-Trainer approach. Versaterm will prepare scenarios based on sample data provided beforehand by the City. This approach has the advantage of making the training more effective, since familiar and realistic situations are used.

	This course will permit hands on and "refreshers" as necessary (i.e., much of it is iterative and practice sessions). Maximum of 1 student per laptop computer
Course Objectives	The student will: G. Know how to sign on and sign off H. Know how to receive a dispatch I. Know how to change status J. Know how to perform an on-view (self initiated) K. Know how to perform NCIC queries for persons, vehicles and property L. Know how to query addresses M. Know how to query CAD for unit status and pending queue N. Know how to lock/unlock the vMDT and vMobile O. Know how to send messages to CAD and to other devices P. Know how to review logs

2.1.6 MOBILE ADMINISTRATOR TRAINING (MDT_ADMIN)

Course Duration	Up to 1 day
Prerequisite	None
Intended Audience	Administrators responsible for setting up and maintaining the Police vMDT and vMobile software on the mobiles as well as troubleshooting mobile traffic. This course is delivered during the Configuration phase.
Course Approach	The trainer will "walk through" the various system and programming components of the vMDT and vMobile. Emphasis will be placed on the hardware & software configuration as well as the various components (mobile workstations, smartphones, Message Controller, etc.) which comprise the Mobile Workstation infrastructure. One installed MDT and vMobile is required.
Course Objectives	The students will: A. Know how to install/upgrade and configure software on the mobile devices B. Know how to adjust configuration parameters C. Know how to monitor mobile traffic, review logs, etc. D. Understand components in the mobile architecture E. Know how to use the MDT designer to configure the layout of the MDT

2.1.7 REMOTE CAD AND BROWSER STATUS SCREEN INSTRUCTOR TRAINING (RCAD)

Course Duration	.5 day
Prerequisite	None
Intended Audience	General audience of users who will be using Remote CAD and Browser Status Screen to monitor CAD calls and activity.
Course Approach	This training will be delivered by Versaterm to City trainers using a Train-the-Trainer approach. Versaterm will prepare scenarios based on sample data provided beforehand by the City. This approach has the advantage of making the training more effective, since familiar and realistic situations are used. This course will permit hands on and "refreshers" as necessary (i.e., much of it is iterative and practice sessions). Maximum of 1 student per workstation.
Course Objectives	The student will: A. Know how to view a unit status listing B. Know how to view a listing and details of active and pending incidents C. Know how to query activity logs D. Know how to maintain address related records

2.2 RMS TRAINING

The following is a list of RMS system related training.

2.2.1 RMS INTRODUCTION (RMS_INTRO)

Course Duration	½ day
Prerequisite	None
Intended Audience	General audience is users who will retrieve information from the System, use the built-in System mail facility and other tools such as notepad and assets.
Course Approach	Versaterm will prepare scenarios based on sample data provided beforehand by the City. This approach has the advantage of making the training more effective because familiar and realistic situations are used. This training will be delivered by Versaterm direct to End Users Maximum of 2 trainees per workstation.

Course Objectives	The trainee will: A. Understand the organization (menu layout) of the System B. Know how to use the query functionality within the System including property C. Understand how information is related and how to print a hardcopy D. Know how to use the browse (ad-hoc query) facility E. Know how to use System Mail (attach Mail, etc.) F. Know how to use the NCIC interface G. Know how to use the notepad facility H. Know how to use the online help facility

2.2.2 RECORDS DATA-ENTRY (RMS_DATAENTRY)

Course Duration	Up to 2 days
Prerequisite	None
Intended Audience	General audience is users who will be responsible for entering a case and subsequent maintenance of case(s). Typically, this course is designed for the records section/division personnel.
Course Approach	Versaterm will prepare scenarios based on sample data provided beforehand by the City. This approach has the advantage of making the training more effective because familiar and realistic situations are used. This training will be delivered by Versaterm direct to End Users Maximum of 2 trainees per workstation.
Course Objectives	The trainee will: A. Know how to enter and maintain events (general offense reports, accidents, tickets, street checks, flag records) B. Know how to retrieve a cleared complaint to start a report C. Know how to access NCIC for query and maintenance D. Know how to index entities (persons, vehicles, businesses) to events E. Know how to relate text (including word-processor functions), detail pages, clearance blocks to events F. Know how to maintain summons and charges G. Know how to maintain the criminal description record H. Know how to enter property (stolen, lost, etc.) I. Know how to enter and maintain follow-ups (and related text) J. Know how to maintain master person name information (including particulars, aliases) K. Know how to maintain vehicle information (including particulars) L. Know how to maintain business information (including particulars, aliases)

	M. Know how to scan documents, attach scanned documents and/or files to a report, and how to retrieve and view scanned images and attachments N. Know how to use the Notepad facility to maintain or view lists O. Know how to run reports P. Understand workflow management concepts through discussion

2.2.3 DETECTIVE (RMS_DET)

Course Duration	1 day
Prerequisite	None
Intended Audience	General audience is users who will add and update cases, add supplemental reports, clear cases and manage follow up reports.
Course Approach	Versaterm will prepare scenarios based on sample data provided beforehand by the City. This approach has the advantage of making the training more effective because familiar and realistic situations are used. This training will be delivered by Versaterm direct to End Users Maximum of 2 trainees per workstation.
Course Objectives	The trainee will: A. Know how to add, retrieve and update General Offense (GO) reports B. Know how to add a supplemental to the General Offense (GO) report C. Know how to index entities (persons, vehicles, businesses) to events and understand the implications of the master name file including SOUNDEX D. Know how to relate text (including word-processor functions), detail pages, and clearance blocks to events E. Know how to assign cases (index follow-ups and related text) F. Know how to view/read a case online and how to print it G. Know how to manage workflow queues H. Understand workflow management concepts through discussion

2.2.4 JAIL MANAGEMENT/ ARRESTS (RMS_AR)

Course Duration	Up to 2 days
Prerequisite	None
Intended Audience	General audience are Corrections Officers and users who will maintain arrest information including criminal description.

Course Approach	Versaterm will prepare scenarios based on sample data provided beforehand by the City. This approach has the advantage of making the training more effective because familiar and realistic situations are used. This training will be delivered by Versaterm direct to End Users Maximum of 2 trainees per workstation.
Course Objectives	The trainee will: A. Know how to transcribe an arrest via the data transcription queue B. Know how to update an arrest including charges and narratives C. Know how to index a person to the arrest understanding implications of the master name file including SOUNDEX D. Understand how the information is merged with the General Offense (GO) report E. Understand how charges are maintained F. Know how to add/update Booking records G. Understand the JMS/Livescan interface H. Know how to manage the JMS Cell List I. Know how to manage Inmate Movements J. Know how to manage Inmate Property and Medical records K. Understand how Inmate releases are performed

2.2.5 PROPERTY & EVIDENCE (RMS_PROP)

Course Duration	Up to 2 days
Prerequisite	None
Intended Audience	General audience is users who process evidence and other items stored in property rooms.
Course Approach	Versaterm will prepare scenarios based on sample data provided beforehand by the City. This approach has the advantage of making the training more effective because familiar and realistic situations are used. This training will be delivered by Versaterm direct to End Users Maximum of 2 trainees per workstation.
Course Objectives	The trainee will: A. Know how to enter property into the System's property module and understand property item categories B. Know how to record location, owner/finder information C. Know how disposal process works D. Know how to record evidence continuity (chain-of-custody) records E. Know how to use bar-coding F. Understand available property reports

	G. Know how to perform group (batch) transactions

2.2.6 DATA TRANSCRIPTION QUEUE (RMS_TRANSQ)

Course Duration	Up to ½ day
Prerequisite	None
Intended Audience	General audience is Records supervisors who will then instruct/train other Records personnel on transcribing a report sent from the Mobile Data Computer (MDC)
Course Approach	Reports entered on the mobile report entry (MRE) will be used. This training will be delivered by Versaterm direct to End Users Maximum of 2 trainees per workstation.
Course Objectives	The trainee will: A. Know how to select a report from the transcription queue B. Know how to merge a General Offense (GO) report C. Know how to transcribe a report D. Know how to retrieve a backup copy from the MDC

2.2.7 RECORDS SUPERVISOR TRAINING (RMS_SUP)

Course Duration	Up to 1 day
Prerequisite	None
Intended Audience	General audience is users who are responsible for maintaining table codes, security, User access, run reports, and other Records functions.
Course Approach	Due to the material to be covered, this course will be topic-based, as opposed to scenario-based. Most records related modules and functions will be demonstrated although trainees may be provided with hands-on activities and functions to complete during the training session. The trainees for this course are expected to be familiar with personal computers and the principles of a Records management system. This training will be delivered by Versaterm direct to End Users Maximum of 1 person per workstation.
Course Objectives	The trainees will: A. Know how to maintain the System's Configuration record B. Know how to maintain the System's various translation code tables C. Know how to maintain the System's street files

	D. Know how to run the various reports E. Know how to run and interpret NIBRS edit reports F. Know how to run the NIBRS extract Software module G. Become familiar with Versaterm's problem reporting procedures, and be equipped to perform first-level System problem analysis

2.2.8 SYSTEM ADMINISTRATOR TRAINING (RMS_ADMIN)

Course Duration	Up to 1 day
Prerequisite	None
Intended Audience	General audience is administrators responsible for architecture, system logs, configuration files, VMC. This course is delivered during the Configuration phase.
Course Approach	Due to the material to be covered, this course will be topic-based, as opposed to scenario-based. Most functions will be demonstrated although trainees may be provided with hands-on activities and functions to complete during the training session. The trainees for this course are expected to have proven technical computer aptitudes, including networks, with previous experience with the City's DBMS and computer systems in general.
Course Objectives	The trainees will: A. Know how to add users to the System and create/maintain their security profiles B. Understand the System directory structure C. Know how to add configure printers for the System D. Know how to maintain the online help facility E. Become familiar with Versaterm's problem reporting procedures and be equipped to perform first-level System problem analysis

2.2.9 MOBILE REPORT ENTRY TRAINING (MRE)

Course Duration	1 day
Prerequisite	General knowledge of the System and report entry.
Intended Audience	General audience is users who will use the Mobile Data Terminal module (vMDT) and the Mobile Report Entry module (vMRE) on a Mobile Data Computer (MDC) on a day-to-day basis. Supervisors and/or System administrators are expected to be in this course. This course will not train on data entry but will illustrate entering reports on MDCs versus desktop workstations.

Course Approach	Versaterm will prepare scenarios based on sample data provided beforehand by the City. This approach has the advantage of making the training more effective, because familiar and realistic situations are used. Versaterm and The City will mutually agree on a schedule to train approximately 160 users. MRE training will occur in two four-consecutive-day blocks, with a reasonable mutually-agreed upon period of time in-between (i.e. a week – not a day). Maximum of 1 trainee per Mobile Data Computer (MDC) or desktop workstations.
Course Objectives	The trainee will: A. Know how to enter a general offense (GO) reports in Mobile Report Entry (vMRE) B. Know how to query a name from the System and pre-fill into a report C. Know how to enter street checks (field contact reports/interviews) D. Know how to enter property E. Know how to add supplemental or Follow-Up reports F. Know how to send the report to the System's Report Approval queue for review and approval G. Know how to manage the System's Report Approval queue from the MRE H. Know how to use the smartphone scanning app and use the resulting data

2.2.10 MRE ADMINISTRATOR TRAINING (MRE_ADMIN)

Course Duration	0.5 day
Prerequisite	None
Intended Audience	Administrators responsible for setting up and maintaining the Mobile Report Entry (MRE).
Course Approach	The trainer will "walk through" the various System and programming components of the MRE. Emphasis will be placed on the Equipment and Software Configuration. This course is delivered during the Configuration phase. One installed vMRE and vRMS is required.
Course Objectives	The trainees will: A. Know how to Configure and customize the MRE using the Mobile Configuration Application (MCA) B. Know how to generate the MRE installation setup files using the MCA C. Know how to install the vMRE installation on MDCs

Exhibit D.7: Change Control Log

This Exhibit contains the log of changes (tracked by Change Orders) made to the CAD RMS Contract as agreed to by the City and Versaterm. It is understood by both parties that documenting changes in project status reports including, but not limited to, changes in schedule and staffing, as agreed to by both parties, do not require inclusion into the Contract Change Log. Any change that has a financial impact as it relates to capital or maintenance costs must be documented in this Exhibit. The following Change Order Form is to be used when adding a new entry to the Change Control Log:

Change Order Identification			
Change Order Name		**Change Order ID #**	
Date Submitted		**Priority/Impact** (Low/Moderate/High/Critical)	
Description of Change			
Impact Assessment - List the project areas that will be affected by the change as well as the impacts on the schedule and budget.			
Areas Affected	**Schedule Impact**	**Budget Impact**	
Acceptance			
City Approved By			
Name	**Title**		
Date	**Signature**		
VERSATERM Approved By			
Name	**Title**		
Date	**Signature**		

Exhibit E: System Performance and Availability Standards

OVERVIEW

This Exhibit sets forth the performance and availability standards to which the Versaterm vCAD, vRMS and vMobile Application Software is expected to perform, providing that the City meets Versaterm's recommended hardware and network specifications as defined in Exhibit G: Customer Supplied Hardware and Third Party Software, including desktop workstation and mobile configurations.

VVCAD TRANSACTION RESPONSE TIMES

Versaterm does not provide expected response times for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, querying external interfaces, attaching files, printing, or performing browse searches. For such types of data-dependent transactions, the response time results may vary depending on the amount of data involved, the sizes of the files involved, or the types of search criteria entered.

VVCAD NAVIGATIONAL TRANSACTIONS

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

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

VVCAD MODULE LOAD TRANSACTIONS

Module load transactions involve the loading of a program module/feature that requires loading an application and initializing the functions. The response time for module load transactions is two seconds (or less). Examples include

- Loading of the vCAD Supervisor module
- Loading of the vCAD Tables module
- Loading of the vCAD Street Maintenance module

VVCAD MAINTENANCE TRANSACTIONS

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

When measuring response time, no backups, browse transactions (ad-hoc queries against the database using the browse functions) or vCAD reports will be processed. The response times will be measured from vCAD workstations that meet the recommended workstation requirements as defined in Exhibit G: Customer Supplied Hardware and Third Party Software.

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

Transaction #1	Display “Add Call” form - measured from the time the ‘add call’ function key is pressed until the form is displayed.	1 second
Transaction #2	Display call in queue - measured from when “ENTER” is pressed on completed call screen and the call is displayed in the pending queue.	1 second
Transaction #3	Validate address (from time last character entered to display of district/beat/grid or invalid location form or display of matching street list). From time user tabs out of location field until successful geocoding occurs. Assumes full street name is entered or 2 full street names are entered for intersections.	2 seconds
Transaction #4	Status change for single unit (enroute, onscene) - measured from when ”ENTER” is pressed and unit status results are displayed on unit status.	1 second
Transaction #5	Retrieve Call using call number as a parameter. - measured from when call number is entered and “ENTER” is pressed until call is displayed.	1 second
Transaction #6	Display the recommended response units for the incident, measured from when the user enters the DP (Dispatch Recommendation) command to when the recommended units are displayed on the dispatcher screen. Assumes non-AVRR dispatch recommendation of 10 units or under.	1 second

RMS TRANSACTION RESPONSE TIMES

Versaterm does not provide expected response times for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, uploading MRE reports from the MDT, querying external interfaces, attaching files, printing reports, or performing browse searches. For such types of data-dependent transactions, the response time results may vary depending on the amount of data involved, the sizes of the files involved, or the types of search criteria entered.

VRMS NAVIGATIONAL TRANSACTIONS

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

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

VVRMS MODULE LOAD TRANSACTIONS

Module load transactions involve the loading of a program module/feature that requires loading an application and initializing the functions. The response time for module load transactions is two seconds (or less). Examples include

- Loading of programs to access modules within the Application Software (e.g. loading the General Offense (GO) Report program from the main Records menu (of the vRMS application)

VRMS MAINTENANCE TRANSACTIONS

Maintenance transactions involve add/update transactions in the backend database tables. The approach taken will be to measure the performance of a series of identified transactions from a vRMS workstation while the System is under normal and reasonable workload within the Production Use environment. Delays caused by the network will not be included in the response times.

When measuring response time, no backups, browse transactions (ad-hoc queries against the database using the browse functions) or vRMS reports will be processed. The response times will be measured from vRMS workstations that meet the recommended workstation requirements as defined in Exhibit G: Customer Supplied Hardware and Third Party Software,.

Running a vRMS session, the following times will not be exceeded,

Transaction #1	Display “Add General Offense” (GO) form - measured from the time the ‘Add New’ menu option is selected until the form is displayed.	1 second
Transaction #2	Save a completed GO report form – measured from the time the ‘Save’ menu option is selected until the GO ring menu is displayed. The Save option is selected after all requisite form validations have been completed.	1 second
Transaction #3	Person MNI check – measured from the time of the ‘MNI Query’ option is selected until the MNI list is displayed.	2 seconds

Transaction #4	Index a Person – measured from the time the 'Add New' option is selected until the user is returned to the Person form.	1 second
Transaction #5	Query Person – measured from the time the 'Person Search' option is selected until the user is presented with the Person MNI List is displayed.	2 seconds
Transaction #6	Display "Add Article" (AR) Property form – measured from the time a known Article type is Searched until the pre-filled Property AR form is displayed.	2 seconds
Transaction #7	Save a completed (AR) Property form – measured from the time the 'Save' menu option is selected until the AR ring menu is displayed. The Save option is selected after all requisite form validations have been completed.	1 second
Transaction #8	Display "Add Arrest" (AB) form - measured from the time the 'Save' menu option is selected on the Arrested Person form until the Arrest form is displayed.	1 second
Transaction #9	Save a completed AB report form – measured from the time the 'Save' menu option is selected until the AB ring menu is displayed. The Save option is selected after all requisite form validations have been completed.	1 second
Transaction #10	Display "Add Booking" (BK) form - measured from the time the 'Add' menu option is selected on the Booking Link form until the Booking form is displayed.	1 second
Transaction #11	Save a completed BK report form – measured from the time the 'Save' menu option is selected until the BK ring menu is displayed. The Save option is selected after all requisite form validations have been completed.	1 second
Transaction #12	Search for a report (GO, Property, AB, BK) by report number – measured from the time the 'Get Report' form is processed until the respective report is displayed.	1 second

MOBILE TRANSACTION RESPONSE TIMES

For Mobile Data Terminal (vMDT) and vMobile app response times, transaction times will be measured by the cumulative time required to manage the mobile request. The resulting response time will be counted after removing all network processing delays from the cumulative time. Transactions sent to the Versaterm vCAD and vRMS applications will be tested. Transactions sent to external/3rd party systems will not be tested.

Versaterm warrants that the processing time of the mobile application being tested will not add more than 3 seconds to the overall transaction processing time. Transaction time stamps will be analyzed and the transaction processing time, attributed to the mobile applications, will be calculated. Versaterm will assist the City in reviewing transactions logs to extract the transaction response times.

Running either a vMDT or vMobile application session, the following times will not be exceeded,

Transaction #1	Sign On – measured from the time the 'Send' option is selected until Authentication is established.	2 seconds
Transaction #2	CAD Call Query – measured from the time the 'Send' option is selected until the Call data is presented on the mobile application.	3 seconds
Transaction #3	Map Call – measured from the time the 'Map' option is selected until the Call appears on the local map.	3 seconds
Transaction #4	Status Change – measured from the time the 'Send' option is selected until the mobile status is updated.	2 seconds
Transaction #5	Clear Call – measured from the time the 'Send' option is selected until the Call is cleared.	2 seconds
Transaction #6	RMS Name Query - measured from the time the 'Send' option is selected until the Person synopsis list is presented on the mobile application.	3 seconds
Transaction #7	RMS Vehicle Query - measured from the time the 'Send' option is selected until the Vehicle data is presented on the mobile application.	3 seconds
Transaction #8	Sign Off – measured from the time the 'Send' option is selected until the Unauthorized confirmation is received.	2 seconds

SYSTEM AVAILABILITY

During production, the Versaterm application software shall be available in the production environment 99.99% of the time. The following specifications define both availability and the method by which it is calculated:

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

(Total Hours in Period – Hours System Unavailable) x 100/Total Hours in Period

"Unavailability" is where the Versaterm Application Software is completely and generally unavailable for the City's use (but not the use of any one Authorized User, or subset/group of Users; or access from any one vCAD Desktop, or group of vCAD Desktops), and does not include any unavailability attributable to:

(a) scheduled downtime for maintenance;
(b) scheduled downtime for Application Software Upgrades or Updates;
(c) scheduled downtime for Operating System patch updates;
(d) downtime for upgrades or updates to AWS software, services and components or other cloud-based software and services integrated as part of the Solution;
(e) downtime related to connectivity issues resulting from City or Third Party-provided or managed Direct Connect or VPN access to hosted server or City internal network problems; City will be responsible for immediately notifying Versaterm of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise;
(f) an incident resulting from data, infrastructure or network provided and/or performed by the City;
(g) acts or omissions of City or any City user, authorized user, or any employee, agent or independent contractor of the City;
(h) lack of availability or untimely response from the City that require the City's participation for resolution;
(i) the City's negligence or breach of the City's material obligations under the Contract;
(j) any other cause(s) beyond Versaterm's reasonable control, including but not limited to those caused by Third Party Data, Third Party Applications, Third Party Provider, or Third-Party Software, as well as overall network congestion, denial of service attack, or a force majeure.

ONGOING SYSTEM PERFORMANCE

The following specifies the ongoing system performance and availability standards, upon Production use of the CAD and RMS system, and throughout the life of the Agreement between the City and Versaterm:

- The CAD and RMS Application Software must remain operational and available for use, meeting the performance and availability standards described in this document.
- The CAD and RMS Application Software must accommodate all volumes and other applicable sizing parameters as contracted for.
- The CAD and RMS Application Software shall allow for live transactional updates to files and tables without adversely affecting system performance. Changes to the schema of a table will require an outage of the Production environment.

In the event the Versaterm Application Software fails to meet the performance and availability standards set forth in this Exhibit, the City will convey any failure to meet the above expectations by contacting Versaterm. Versaterm and the City will proceed with the support procedures outlined in Exhibit B: Annual Subscription Support Terms.

Exhibit F: Documentation

OVERVIEW

This document lists all of the application documentation that will be initially provided to the City, which includes product user guides and administration guides.

In future product releases of the Application Software, Versaterm will provide the City with product release notes detailing the new features included in each major product release.

CAD USER AND ADMINISTRATOR GUIDES

END USER
CAD Implementation Guide (contains Administrator sections also)
CAD Command Reference Guide
CAD Generic Training Scenarios
CAD MapViewer User Guide
CAD Status Screen User Guide
Remote CAD User Guide
Browser Status Screen User Guide
GPS Replay User Guide
ADMINISTRATOR
MapViewer Administrator Guide
GIS Administrator Guide
Versaterm Message Controller (VMC) Administrator Guide
Street Conversion Interface
AVL/GPS Implementation Guide

MOBILE USER AND ADMINISTRATION GUIDES

END USER
Mobile Data Terminal (MDT) Generic Field Guide
vMobile User Guide
Mobile Report Entry (MRE) Field Guide
ADMINISTRATOR
MDT Designer Administrator Guide

MDT Map Configuration Administrator Guide
vMobile Technical Overview Guide
vMobile Map Configuration Guide
MRE Configuration Application Administrator Guide

RMS USER AND ADMINISTRATOR GUIDES

END USER
RMS Overview Guide
General Offense Report User Guide
Indexing Entities User Guide
Detail Pages, Narrative, Follow Ups and Clearance Blocks Guide
Text Editor User Guide
Text Search User Guide
Query and Browse User Guide
Event Trending User Guide
Ticket/Citations User Guide
Field Interview User Guide
Criminal Description User Guide
Flag and Gang Record User Guide
General Registration User Guide
BOLO User Guide
Attachments User Guide
vMail User Guide
Property User Guide
Jail Management User Guide
Release Tracking User Guide
Transcription and Report Approval User Guide
Case Management User Guide
Case Management Implementation Guide
Remote CAD for RMS User Guide
Personnel User Guide
CAD Call Maintenance User Guide

ADMINISTRATOR
Configuring the RMS Administrator Guide
Security and User Maintenance Administrator Guide
Maintaining Organization Tables Administrator Guide
Handles Administrator Guide
Case Management Administrator Guide
NIBRS Edit and Extract Administrator Guide
Transferring Entity Information Administrator Guide
Street Indexing Administrator Guide
Property Tag Printing Administrator Guide
Property Disposal Process Administrator Guide
Duplicate Name Verification Administrator Guide
Integrated NCIC Administrator Guide
Text Templates and Form Painter Administrator Guide
Custom Hardcopies Administrator Guide
Notepad Administrator Guide

Exhibit G: Customer Supplied Hardware and Third Party Software

Overview

This document identifies the minimum client and peripheral specifications to be supplied by the City, in order to run the Versaterm CAD, RMS and Mobile Application Software and adhere to the system performance and availability standards specified in the Acceptance Test Plan.

1 Workstation Recommendations

The following provides the recommended workstation configurations:

1.1 CAD CLIENT COMPUTERS

Computer	**An IBM-compatible computer with full Windows Desktop Operating System (for desktop client installations)**
Peripherals	Mouse or pointing device, COMM port, USB ports
Display	1024x768 or better resolution 24bit color depth with 96dpi Multiple monitors per desktop (2 minimum, 4 preferred)
Video	64MB RAM minimum, 256MB recommended Accelerated graphics card able to drive multiple monitors
Operating System	Microsoft Windows 10 (for desktop client installations)
Memory	8 GB minimum
CPU	Intel or AMD 2.5 GHz dual core processor
Hard Drive	60 GB
Network Interface Card (NIC)	100 mbps Ethernet network adaptor, 1GB preferred
Other Software	Adobe Acrobat Reader, HTML5 supported browser (such as Microsoft Edge, Safari, Firefox or Chrome).
Usage - **vCAD desktop client installation** - **vRMS (browser based)** - **Other non-Versadex installations (e.g. Web browser, email, word processor, etc.)**	

1.2 RMS CLIENT COMPUTERS

Computer	**An IBM-compatible computer with full Windows Desktop Operating System (for desktop client installations)**
Peripherals	Mouse or pointing device, COMM port, USB ports
Video	1200 x 800 resolution display monitor
Operating System	Microsoft Windows 10 (for desktop client installations)
Memory	8 GB
CPU	Intel or AMD 2 GHz dual core processor
Hard Drive	60 GB
Network Interface Card (NIC)	100 mbps Ethernet network adaptor
Other Software	Adobe Acrobat Reader, HTML5 supported browser (such as Microsoft Edge, Safari, Firefox or Chrome). Note that Chrome is the primary browser used by Versaterm and the only browser officially certified.
Usage - **vRMS (browser based), webRMS** - **Other non-Versadex installations (e.g. Web browser, email, word processor, etc.)**	

1.3 MOBILE DATA COMPUTERS (WITH MAPS)

Computer	**An IBM-compatible computer with full Windows Desktop Operating System**
Peripherals	Mouse or pointing device, COMM port, USB ports Touchscreen recommended
Video	Minimum: 1024 x 768 resolution, 24-bit color depth. Accelerated graphics card: 64 MB minimum / 256 MB recommended, Shader Model 2.0 minimum, latest drivers
Operating System	Windows 10
Memory	Recommended: 8 GB
CPU	Recommended: I5 or 2.5 GHz
Hard Drive	Recommended: 80 GB
Other Software	HTML5 supported browser (such as Microsoft Edge , Safari, Firefox or Chrome) .Net 4.5 Framework or higher

Usage

- Versadex Mobile Data Terminal (vMDT) installation (with the use of maps)
- Versadex Mobile Report Entry (vMRE) installation
- Other non-Versadex installations (e.g. Web browser, email, word processor, etc.)

1.4 VMOBILE

Device	The vMobile application runs on Android and iOS. Devices must meet the following operating system requirements in order to run vMobile 1.3: • Android: version 6.0 or greater • iOS: version 11.0 or greater

Additional requirements:

- VPN software to allow secure communications.
- Mobile Device Management software for deploying the application

2 Hardware Peripherals

2.1 PROPERTY BAR CODE LABEL PRINTERS

Description / Recommendation:

- Smart Label Printer 420 (USB) (or equivalent) 400
- Zebra LP2844 or TLP2844 (or equivalent) 150 / 300

Usage:

Bar code label printers are used in the Versadex RMS Property sub-system to print bar code labels for in-custody items. They can also be used to print bar code labels for storage locations.

Note: Please refer to vConnect for the most up to date information on recommended property bar code label printers.

vConnect > Documentation and Downloads > Information Sheets > Bar Code Printing and Scanning Equipment

2.2 PROPERTY BAR CODE SCANNERS

Description / Recommendation:

- Wasp WCS3900 CCD bar code scanner (corded)

- Bluetooth™-enabled scanner LS4278 with STB 4208 (cordless)

Usage:

Bar code scanners are used in the Versadex RMS Property sub-system to read bar codes, typically when performing property control and evidence continuity group transactions. They are used to facilitate the retrieval of item information by bar code number.

Note: Please refer to vConnect for the most up to date information on recommended property bar code scanners.

vConnect > Documentation and Downloads > Information Sheets > Bar Code Printing and Scanning Equipment

2.3 DRIVERS LICENSE CARD SWIPE READERS

Description / Recommendation:

- POSH MX5 and MX5-K9
- MagTek Mini (USB) Swipe Reader (or equivalent)
- ESeek M-250 reader (or equivalent)

Usage:

The Versadex MRE and MDT support the use of both 2D and magnetic stripe readers to quickly enter person information. This is useful as users can perform quick person queries and prefill forms using driver's license information.

Note: Please refer to vConnect for the most up to date information on recommended card swipe readers.

vConnect > Documentation and Downloads > Information Sheets > Card Scanner-Reader Support

2.4 DOCUMENT SCANNERS

Description / Recommendation:

- HP ScanJet FG4050 flatbed scanner (or equivalent)
- Fujitsu FI60Fflatbed scanner (or equivalent)

Usage:

Networked scanners are recommended to scan paper documents (using the native software that the scanner comes with), in order to attach the scanned files to events, entities, detail pages, property or narrative text.

Note: Please refer to vConnect for more information on how to choose a scanner.

vConnect > Documentation and Downloads > Information Sheets > Choosing a scanner for Imaging

LIST OF THIRD PARTY COMPONENTS

** The listed components are subject to change.*

CAD & RMS Back-End Components Package Tag-Name [description]	Package Source Site
apache2 [Apache HTTPD Web-Server Package]	www.apache.org
apr [Apache-Portable-Runtime (APR) Package]	www.apache.org
apr-util [Apache-Portable-Runtime Utilities Package]	www.apache.org
base64 [Base64 Package]	www.fourmilab.ch/webtools/base64
bdb [Berkeley Database Package]	www.oracle.com/database/berkeley-db
boost [Boost C++ Libraries Package]	www.boost.org
cgal [Computational Geometry Algorithms Library (CGAL) Package]	www.cgal.org
cjose [Javascript Object Signing & Encryption (JOSE) for C/C++ Package]	github.com/cisco/cjose
cmake [CMake Package]	www.cmake.org
cppunit [C++ Unit Testing Framework Module Package]	sourceforge.net/apps/mediawiki/cppunit
cracklib [Good-Password Checking Library Package]	sourceforge.net/projects/cracklib
curl [Command-Line URL (CURL) Package]	curl.haxx.se
cyrus-sasl [Cyrus Simple Authentication & Security Layer (SASL) Package]	asg.web.cmu.edu/sasl
expat [Stream-Oriented XML Parser Library Package]	expat.sourceforge.net
fop [Apache Formatting Object Processor (FOP) Package]	xmlgraphics.apache.org/fop
fop-pdf-images [Apache FOP PDF-Images Extension Package]	xmlgraphics.apache.org/fop/fop-pdf-images.html
gdal [Geospatial Data Abstraction Library (GDAL) Package]	www.gdal.org
geos [Geometry Engine - Open Source (GEOS) Package]	trac.osgeo.org/geos
gettext [GNU GetText Package]	www.gnu.org/software/gettext
gmp [GNU Multiple-Precision (GMP) Arithmetic Library Package]	gmplib.org
gnu-ghostscript [GNU Ghostscript Package]	www.gnu.org/software/ghostscript
gnu-sasl [GNU Simple Authentication & Security Layer (SASL) Package]	www.gnu.org/software/gsasl
imagemagick [ImageMagick Package]	www.imagemagick.org
jansson [JSON Data Manipulation Library Package]	www.digip.org/jansson
jq [JSON Query (JQ) Package]	stedolan.github.io/jq
lcms2 [Little Colour Management System (LCMS) Package]	www.littlecms.com
libevent [Event Notification Library (LibEvent) Package]	libevent.org
libiconv [GNU IConv Package]	www.gnu.org/software/libiconv
libidn [GNU Internationalized Domain Names (IDN) Encode/Decode Package]	www.gnu.org/software/libidn
libjpeg [Joint Photographic Experts Group Library (LibJPEG) Package]	www.ijg.org
libpng [Portable Network Graphic Library (LibPNG) Package]	www.libpng.org
libtiff [Tagged Image File Format Library (LibTIFF) Package]	www.remotesensing.org/libtiff
libtool [GNU LibTool Package]	www.gnu.org/software/libtool
libwebsockets [LibWebSockets Library]	libwebsockets.org
libxml2 [Extensible Markup Language (XML) Library Package]	xmlsoft.org
libxslt [Extensible Stylesheet Language Transformations (XSLT) Package]	xmlsoft.org
mhash [MHash Package]	mhash.sourceforge.net
modauthopenidc [OpenID-Connect Authentication/Authorization Module Package]	mod-auth-openidc.org
modfcgid [Apache High-Performace FastCGI Module Package]	httpd.apache.org/mod_fcgid
mpfr [GNU Multiple-Precision Floating-Point w/ Correct Rounding Package]	www.mpfr.org

oniguruma [Oniguruma Regular-Expression Library Package]	github.com/kkos/oniguruma
openldap [OpenLDAP Package]	www.openldap.org
openssl [OpenSSL Package]	www.openssl.org
openssl-fips [OpenSSL FIPS Package]	www.openssl.org
patch [GNU Patch Package]	www.gnu.org/software/patch
pcre [PERL Compatible Regular Expressions (PCRE) Package]	www.pcre.org
pdflib [PDFLib Package]	www.pdflib.com
pgbouncer [PG-Bouncer Connection-Pooler Package for PostgreSQL]	pgbouncer.github.io
pgpool [PG-Pool Connection-Manager Package for PostgreSQL]	www.pgpool.net
pgrouting [PG-Routing Package]	www.pgrouting.org
pgsql [PostgreSQL Relational Database Package]	www.postgresql.org
php [PHP: Hypertext Preprocessor Scripting Language Package]	www.php.net
phpldapadmin [PHP Web-Based LDAP Administration Package]	phpldapadmin.sourceforge.net
postgis [PostGIS Package]	www.postgis.org
proj [PROJ Coordinate Transformation Package]	trac.osgeo.org/proj
readline [GNU Readline Library Package]	www.gnu.org/software/readline
redis [Redis In-Memory Database Package]	redis.io
sfcgal [Simple-Features CGAL Package]	www.sfcgal.org
stunnel [Secure-Tunnel (STunnel) Package]	www.stunnel.org
udns [Universal DNS (UDNS) Resolver Library Package]	www.corpit.ru/mjt/udns.html
unixodbc [unixODBC Open-Database-Connectivety API Package]	www.unixodbc.org
xz [XZ Compression/Decompression Utilities Package]	tukaani.org/xz
zlib [ZLib Compression/Decompression Package]	www.zlib.net

Other: WebComponents and Third Party	
Web Components	
amCharts [Javascripts Charts & Maps]	amcharts.com
GoJS [Diagram and Graph Library for Javascript and TypeScript]	gojs.net
ViewerJS [PDF Viewer]	viewerjs.org
Bootstrap	
FourJ's (Genero Development Language)	4j's.com
ESRI ArcGIS Online	https://www.esri.com/en-us/legal/terms/full-master-agreement

CAD Client	
cef [web browser control]	https://cefsharp.github.io/
Extended.wpf.toolkit	https://xceed.com/en/
Newtonsoft.Json	
StackExchange.Redis	
VLC.Dotnet.core [display videos]	
WPFLocalizeExtension	
XAMLMarkupExtensions	
NetTopologySuite	
ProjNet [X/Y conversion]	

SharpDX .Net Framework 4.7.2	
Eagleview [pictometry]	https://www.eagleview.com/
Esri ArcGIS Runtime 100.8	https://www.esri.com/en-us/legal/terms/full-master-agreement

MDT (Mobile Data Terminal)
.Net Framework 4.7.2
Esri ArcGIS Runtime 100.8
VC 2008 MFC Update
VC 2010 SP1 Redist
VC 2017 Redist
VC 2019 Redist
NLog
Windows Media Player
Internet Explorer 11
NuGet Libraires
cef.redist.x86
CefSharp
Extended.Wpf.Toolkit
FontAwesome
HtmlRenderer
LargeAddressAware
Newtonsoft.Json
Npgsql
SharpZipLib
VideoLAN.LibVLC.Windows
Vlc.DotNet
WebSocketSharp
WPFLocalizeExtension
XAMLMarkupExtensions
XmpCore
Javascript
jquery.js
raphael-min.js
jquery.xcolor.min.js
mousewheel.js
jscrollpane.js
jquery-ui-1.8.20.custom.min.js

MRE (Mobile Report Entry)
.Net Framework 4.7.2
System.Data.SqlLocalDb.dll [MS localdb]

log4net.dll [Log file manager]
Xceed.Wpf.Toolkit.dll [Number generator - config tool]
NDde.dll [Inter-process communication via DDE]
Renci.SshNet.dll [sftp]
Tie4.dll [Ticket calculation library]
FontAwesome [Font icons]
ADOBE FOP [Used to produce PDFs]
Curl.exe
Tar.exe
Keyoti4.RapidSpell.WPF.dll - Spell checker
JsTree – javascript
Bootstrap
Mithril.js
Velocity.js [browser touch screen functionality]
CEFSharp
jQuery
Quill [HTML Rich Text editor]

vMobile
Cordova (Core)
Cordova - https://cordova.apache.org/ - Apache License, Version 2.0 cordova-android - https://github.com/apache/cordova-android - Apache-2.0 License cordova-ios - https://github.com/apache/cordova-ios - Apache-2.0 License
Cordova (Plug-ins)
cordova-plugin-dialogs - https://github.com/apache/cordova-plugin-dialogs - Apache-2.0 License cordova-plugin-file - https://github.com/apache/cordova-plugin-file - Apache-2.0 License cordova-plugin-media - https://github.com/apache/cordova-plugin-media - Apache-2.0 License cordova-plugin-inappbrowser - https://github.com/apache/cordova-plugin-inappbrowser - Apache-2.0 License cordova-plugin-whitelist - https://github.com/apache/cordova-plugin-whitelist - Apache-2.0 License uk.co.workingedge.phonegap.plugin.istablet - https://github.com/dpa99c/phonegap-istablet - MIT cordova-plugin-nativeaudio - https://github.com/floatinghotpot/cordova-plugin-nativeaudio - MIT cordova-plugin-app-event - https://github.com/katzer/cordova-plugin-app-event - Apache-2.0 License cordova-plugin-vibration - https://github.com/apache/cordova-plugin-vibration - Apache-2.0 License cordova-plugin-keyboard - https://github.com/cjpearson/cordova-plugin-keyboard - Apache-2.0 License cordova-plugin-device - https://github.com/apache/cordova-plugin-device - Apache-2.0 License cordova-clipboard - https://github.com/ihadeed/cordova-clipboard - MIT cordova-plugin-camera - https://github.com/apache/cordova-plugin-camera - Apache-2.0 License cordova-plugin-sim - https://github.com/pbakondy/cordova-plugin-sim - MIT uk.co.workingedge.phonegap.plugin.launchnavigator - https://github.com/dpa99c/phonegap-launch-navigator - MIT cordova-plugin-android-mdm - https://github.com/isw-kudos/cordova-plugin-android-mdm - Apache-2.0 License cordova-plugin-certificates - https://github.com/hypery2k/cordova-certificate-plugin - MIT

cordova-plugin-appversion - https://github.com/Rareloop/cordova-plugin-app-version - MIT
cordova-sqlite-storage - https://github.com/storesafe/cordova-sqlite-storage - MIT
cordova-plugin-statusbar - https://github.com/apache/cordova-plugin-statusbar - Apache-2.0 License
cordova-plugin-add-swift-support - https://github.com/akofman/cordova-plugin-add-swift-support - MIT
cordova-plugin-splashscreen - https://github.com/apache/cordova-plugin-splashscreen - Apache-2.0 License
cordova-plugin-androidx - https://github.com/dpa99c/cordova-plugin-androidx - MIT
cordova-plugin-androidx-adapter - https://github.com/dpa99c/cordova-plugin-androidx-adapter - MIT
phonegap-plugin-push - https://github.com/DavidBriglio/phonegap-plugin-push - MIT

React

React - https://reactjs.org/ - MIT
react-router - https://github.com/ReactTraining/react-router - MIT
react-redux - https://react-redux.js.org/ - MIT
redux - https://redux.js.org/ - MIT
redux-async-initial-state - https://github.com/KELiON/redux-async-initial-state - MIT
material-ui - https://material-ui.com/ - MIT
material-ui-pickers - https://github.com/mui-org/material-ui-pickers - MIT
@livechat/ui-kit - https://www.npmjs.com/package/@livechat/ui-kit - MIT
rc-swipeout - https://github.com/react-component/swipeout - MIT
react-image-show - https://github.com/quanlieu/react-image-show - MIT
react-input-mask - https://github.com/sanniassin/react-input-mask - MIT
react-lines-ellipsis - https://github.com/xiaody/react-lines-ellipsis - MIT
react-long - https://github.com/kitze/react-long - MIT
react-pullable - https://github.com/sconstantinides/react-pullable - MIT
react-responsive-carousel - https://github.com/leandrowd/react-responsive-carousel - MIT
react-select - https://github.com/JedWatson/react-select - MIT
react-signature-canvas - https://github.com/agilgur5/react-signature-canvas - Apache-2.0 License
react-split-pane - https://github.com/tomkp/react-split-pane - MIT
react-text-mask - https://github.com/text-mask/text-mask - Unlicense License
react-window - https://github.com/bvaughn/react-window - MIT

Mapping

Leaflet - https://leafletjs.com - BSD-2-Clause
esri-leaflet - https://github.com/Esri/esri-leaflet - Apache-2.0 License
esri-leaflet-geocoder - https://github.com/Esri/esri-leaflet-geocoder - Apache-2.0 License
esri-leaflet-renderers - https://github.com/Esri/esri-leaflet-renderers - Apache-2.0 License
leaflet-pulse-icon - https://github.com/mapshakers/leaflet-icon-pulse - MIT
leaflet-defaulticon-compatibility - https://github.com/ghybs/leaflet-defaulticon-compatibility - BSD-2-Clause License
leaflet.markercluster - https://github.com/Leaflet/Leaflet.markercluster - MIT
Proj4Leaflet - https://github.com/kartena/Proj4Leaflet - BSD-2-Clause License

Other
acorn - https://github.com/acornjs/acorn - MIT
clsx - https://github.com/lukeed/clsx - MIT
date-fns - https://github.com/date-fns/date-fns - MIT
email-validator - https://github.com/manishsaraan/email-validator - Unlicense License
font-color-contrast - https://github.com/russoedu/font-color-contrast - MIT
jquery - https://github.com/jquery/jquery - MIT
js-base64 - https://github.com/dankogai/js-base64 - BSD-3-Clause License
jsondiffpatch - https://github.com/benjamine/jsondiffpatch - MIT
mergerino - https://github.com/fuzetsu/mergerino - MIT
x2js-fork - https://www.npmjs.com/package/x2js-fork - Apache-2.0 License

AWS Services	
Amazon CloudWatch Service Level Agreement	https://aws.amazon.com/legal/service-level-agreements/
Amazon Compute Service Level Agreement [EC2 and EBS]	
Amazon EC2 Service Level Agreement	
Amazon EFS Service Level Agreement	
Amazon Elastic Load Balancing Service Level Agreement	
Amazon ElastiCache Service Level Agreement [Redis]	
Amazon Elasticsearch Service - Service Level Agreement	
Amazon GuardDuty Service Level Agreement	
Amazon Inspector Service Level Agreement	
Amazon Messaging (SQS, SNS) Service Level Agreement [SNS]	
Amazon RDS Service Level Agreement	
Amazon Route 53 Service Level Agreement	
Amazon S3 Service Level Agreement	
Amazon VPC NAT Gateway Service Level Agreement	
AWS Backup Service Level Agreement	
AWS Client VPN Service Level Agreement	
AWS CloudTrail Service Level Agreement	
AWS CodeCommit Service Level Agreement	
AWS CodeDeploy Service Level Agreement	
AWS Config Service Level Agreement	
AWS Direct Connect Service Level Agreement	
AWS Firewall Manager Service Level Agreement	
AWS Hybrid Storage and Data Transfer Service Level Agreement – [SFTP service]	
AWS Key Management Service Service Level Agreement	
AWS Lambda Service Level Agreement	
AWS Security Hub Service Level Agreement	
AWS Site-to-Site VPN Service Level Agreement	
AWS Systems Manager Service Level Agreement	
AWS Transit Gateway Service Level Agreement	
AWS WAF Service Level Agreement	

Exhibit H: Insurance

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

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

1. **Commercial General Liability**: Insurance Services Office Form CG 00 01 covering commercial general liability insurance ("CGL") on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **$2,000,000**.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. Coverage must include evidence of coverage for Canadian employees working within the United States, State of California.

4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant's profession ("E&O Insurance"), with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

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

B. Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

1. The "Retroactive Date" must be shown, and must be before the Effective Date.

2. Insurance must be maintained and evidence of insurance must be provided for at least *three (3) years after completion of the work required under the Agreement*.

3. If coverage is canceled or non-renewed, and not replaced with *another claims-made policy form with a Retroactive Date* prior to the Agreement Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

Verification of Coverage

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

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. City shall inform Consultant if such insurance is required.

Exhibit I: FivePoint OnPoint

1. Preamble

5 Point Solutions, LLC, ("FivePoint") is the developer of OnPoint computer software system ("Software") licensed to Customer on a software as a service ("SaaS") solution basis, pursuant to the terms and conditions of this Exhibit I. The City's use of the FivePoint Software shall be governed exclusively by this Exhibit I. FivePoint also provides hosting configuration, training, and other computer software integration services for various computer automated business functionality transferring certain data into and retrieving such data from the Software as purchased by Customer pursuant to mutually agreed upon Statements of Work referencing this Exhibit ("Services").

This Exhibit includes a Statement of Work, Price and Payment Terms, License Terms, and Service Level Agreement for Customer's license of the FivePoint OnPoint Software.

2. Statement of Work

TASK #27 IMPLEMENTATION, TRAINING, AND CONFIGURATION OF ONPOINT

FivePoint will deliver the OnPoint records solution to the Burbank Police Department (City). As part of that delivery, FivePoint will conduct an initial Implementation Session with the City Implementation Team to review Onpoint configuration options. FivePoint will also provide the training necessary to enter the data into the system via the scan module and upload from a desktop. FivePoint will also demonstrate how to index and QC files, while showing system admins how to navigate the administration module.

FIVEPOINT RESPONSIBILITIES

- Coordinate and schedule the Configuration Call with the City's Project Managers.
- Conduct Trainings of the Application Software, identifying functionality and features supported, and configuration options.
- Document any issues discussed during the Configuration Workshop that need to be resolved.
- Provide Scanning Hardware Recommendations and Virtual Assistance in setup.

CITY RESPONSIBILITIES

- Coordinate the scheduling of the Configuration Call with the FivePoint Project Manager.
- Identify and schedule the Configuration Call attendees.
- Ensure that designated Configuration Call participants participate in the scheduled workshop.
- Procure Scanning Hardware
- Scanning of Images into OnPoint
- Administration of OnPoint post go live.

PREREQUISITES

- City procures the Scanning Equipment
- Secure Internet Connection

FIVEPOINT DELIVERABLES

- OnPoint implemented with up to 1 Terabyte of storage.
- Up to 4 Hours of Virtual Training

TASK COMPLETION CRITERIA

- Burbank can upload, retrieve, and search files within OnPoint

3. Price and Payment Terms

Fee Schedule for OnPoint SaaS Services.

The Fee for the initial Subscription Term for OnPoint shall be paid in full within thirty (30) days after SOW Task #27 begins. The annual subscription Fee for subsequent years of Software as a Service of OnPoint shall be prorated to align with the CAD and RMS Subscription Payment Date.

a. The subscription Fee shall be $20,000 for the initial Subscription Term.

Database Storage

OnPoint Database. Database storage shall be made available as follows:

a. A maximum of 1 terabyte for the OnPoint solution.

4. License Terms

Grant of Access to Software

a. Access Grant. During the Term, and subject to the terms and conditions of this Exhibit and Agreement, 5Point hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, right, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via 5Point's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by 5Point in accordance with this Section 4 ("Solution"). Additional fees will apply if Customer desires to add more agencies or other staff members. Civilian workers that are directly employed by Customer may also use the Solution in accordance with State and Federal CJIS regulations. However, Customer shall not provide any third-party access to the Software or Solution without 5Point's prior written consent. The license granted in this Section a. shall also include modifications to the Solution or Software that 5Point may make available to the Services that Customer procures from 5Point.

b. Restrictions on Use. Customer shall not, and shall not permit others to, without 5Point's prior written consent: (i) license, sublicense, provide access, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; or (ii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof.

Ownership.

a. Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution, and underlying Software under this Exhibit. 5Point, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by 5Point pursuant to this Exhibit, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer

agrees that as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of 5Point, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Exhibit.

b. Documentation and Training Materials. All 5Point documentation and training materials provided by 5Point hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of 5Point. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the 5Point documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of 5Point documentation or training materials shall be provided to any third party or competitor of 5Point.

Customer Data

a. All data uploaded by Customer into or created using 5Point's SaaS Services is owned solely by the Customer, and 5Point will not access such data unless for the sole purpose of delivering the Services. Customer acknowledges and agrees that 5Point is merely a provider of the SaaS Services and the Solution on which the Customer Data resides.
b. Customer may access and retrieve Customer data stored using the SaaS Services at its sole discretion, regardless of who created the content and for what purpose. Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data.
c. Customer hereby authorizes 5Point to access Customer Data for the sole purpose of providing the Solution and Services hereunder. 5Point will not share Customer Data with any third parties, or modify any Customer Data without Customer's express written consent. Access to Customer Data by 5Point's authorized representatives shall be conducted in a safe, secure, and reliable manner.

5. SLA Schedule: Service Levels and Standard Customer Support Policy

Support Contact Methods

Phone: 803-951-2094

Email: support@myfivepoint.com

Telephone support shall be available to not more than two (2) named callers. Support includes troubleshooting, basic usability, and navigation assistance. If applicable, Customer agrees to provide 5 Point access to production systems for purposes of customer support.

Uptime Availability

5 Point Solutions ("5 Point") will maintain 98% total availability of the OnPoint Solution, including Software and related SaaS Services to Customer, measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less ("Scheduled Maintenance"). 5 Point will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM EST to 8PM EST ("Normal Business Hours".) Emergency repairs will be performed as required and 5 Point Solutions will promptly notify Customer of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten IDs and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the OnPoint Solution
- Connectivity issues including LAN, wireless access from Customer vehicles and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

Additional contact with the customer to continue to triage the support request and resolve items such as:

- Data issues including integrity and accuracy
- Problem with data interfaces
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code-level changes to the application

Identification and resolution of a software failure which requires a patch or fixes

Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes.

Severities

Severity 1 High Priority Critical	Definition: System down or data unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. 5 Point will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. 5 Point support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, 5 Point will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 8PM EST. Requests will be responded to within 4 hrs during these business hours. 5 Point Solutions will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. 5 Point Solutions support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, 5 will provide Customer with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs. 5 Point Solutions will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. 5 Point Solutions support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	5 Point Solutions support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

Remedy

If 5 Point Solutions does not meet its system availability commitment of 98%, as set forth above, upon Customer's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Customer may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated

with the OnPoint SaaS Solution and its network or data center. No credit will be given if it is determined the problem is at Customer, the Internet, or otherwise out of 5 Point Solutions' control.

Exhibit J: SPIDR Modules

Terms of Service for SPIDR Tech Licenses

(hereinafter the "SL")

Preamble

SPIDR Tech, Inc. ("SPIDR Tech" or "SPIDR") is the developer of SPIDR computer software system licensed to Customer on a software as a service ("SaaS") solution basis, pursuant to the terms and conditions of this Exhibit J. The City's use of the SPIDR Tech Software shall be governed exclusively by this Exhibit J.

1. Provision of the Service.

1.1. Provision Generally. This Exhibit J includes an Annex A – Pricing, Annex B Program Components, Annex C – Statement of Work and Annex D – Service Level Agreement.

1.2. SPIDR Tech will provide City with access to SPIDR Tech's proprietary service for the modules specified as defined in this Annex A to this Exhibit J (collectively the "Service") in accordance with the terms and conditions of this SL. In order to access and use the Service, City is responsible at its own expense for obtaining its own Internet access, and any hardware and software required therefor.

1.3. Grant of Rights. Subject to the terms and conditions of this SL, SPIDR Tech hereby grants to City a limited, non-exclusive, non-transferable right to access and use the Service, solely for City's purposes during the Term. All rights not expressly granted to City are reserved by SPIDR Tech and its licensors. There are no implied rights.

1.4. Restrictions. City shall not (and shall not allow any third party to): (a) use the Service for the benefit of any third party, or to develop or market any product, software or service that is functionally similar to or derivative of the Service, or for any other purpose not expressly permitted herein; (b) permit any third party or individual to access or use the Service; (c) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the Service, directly or indirectly, to any third party; (d) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any software (including source code) associated with the Service; or (e) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service. City shall keep all passwords and API Keys provided to it safe and secure, and shall be responsible for all use of the Service using passwords or API keys issued to City. City shall notify SPIDR Tech immediately of any actual or suspected unauthorized use of its passwords or API keys for the Service. Without limiting any of its other rights or remedies, SPIDR Tech reserves the right to suspend access to the Service if SPIDR Tech reasonably believes that City has materially violated the restrictions and obligations in this SL (in which case, it shall provide City prompt written notice of such suspension).

1.5. City Cooperation. City shall: (a) reasonably cooperate with SPIDR Tech in all matters relating to the Service; (b) respond promptly to any SPIDR Tech request to provide information, approvals, authorizations or decisions that are reasonably necessary for SPIDR Tech to provide the Service in accordance with this SL; and (c) provide such City materials or information as SPIDR Tech may reasonably request to provide the Service and ensure that such materials or information are complete and accurate in all material respects.

2. SPIDR Tech Technology. In connection with providing the Service, SPIDR Tech and its licensors shall operate and support the hosted environment used by SPIDR Tech to provide the Service, including the SPIDR Tech Technology, the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by SPIDR Tech. As used herein, "SPIDR Tech Technology" means all of SPIDR Tech's proprietary technology (including software, hardware,

products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to City by SPIDR Tech in providing the Service.

3. Downtime. Subject to the terms and conditions of this SL, SPIDR Tech shall use commercially reasonable efforts to provide access to the Service for twenty-four (24) hours a day, seven (7) days a week throughout the term of this SL. City agrees that from time to time the Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which SPIDR Tech may undertake from time to time; or (iii) causes beyond the control of SPIDR Tech or which are not reasonably foreseeable by SPIDR Tech, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures, or failures or issues experienced by the Hosting Contractors independent of and not related to the Service or SPIDR Tech (collectively "Downtime"). SPIDR Tech shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to City in the event of any scheduled Downtime. SPIDR Tech shall have no obligation during performance of such operations to mirror City Data on any other server or to transfer City Data to any other server. SPIDR Tech shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the service in connection with Downtime, whether scheduled or not.

4. Ownership. City acknowledges and agrees that as between SPIDR Tech and City, all right, title and interest in and to the Service (including the data, information, text, images, designs, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on or made available through the Service, other than City Data), the SPIDR Tech Technology and all improvements and derivatives of the foregoing (including all intellectual property and proprietary rights embodied therein or associated therewith) are and shall remain owned by SPIDR Tech or its licensors, and this SL in no way conveys any right, title or interest in the Service or the SPIDR Tech Technology other than a limited right to use the Service in accordance with the terms and conditions herein. No right or license is granted hereunder to City under any trademarks, service marks, trade names or logos. City shall not remove any SPIDR Tech trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

5. Fees; Payments; Taxes.

   5.1. Fees. In consideration of the provision of the Service hereunder, City shall pay Versaterm the fees specified in Annex A and in accordance with the Agreement.

6. Term; Termination.

   6.1. Term. The term of this SL shall commence on the Effective Date until terminated. Either Party may terminate this SL by providing the other Party 30 days advance written notice of its desire to terminate. The entire term before termination is collectively referred to as the "Term" herein.

   6.2. Termination for Breach. Either Party may terminate this SL by written notice thereof to the other Party, if the other Party materially breaches this SL and does not cure such breach within 30 days after written notice thereof.

   6.3. Effects of Termination; Survival. Upon any termination of this SL: (a) all rights granted to City hereunder shall terminate and SPIDR Tech shall no longer provide access to the Service to City, and (b) City shall cease using the Service. Any obligations that have accrued prior to termination shall survive termination of this SL. In addition, the following Sections, as well as any other provisions herein which by their nature should survive, shall survive termination of this SL: Sections 4 through 12.

7. City Data.

   7.1. Data Generally. All data and information which the City inputs or provides to the Service (the "City Data") is stored in a private and secure fashion (as regulated by CJIS requirements), and will not be used by SPIDR Tech except as permitted herein. City hereby grants to SPIDR Tech a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the City Data solely in connection with providing the Service to City, and improving and developing the Service. In addition, SPIDR Tech may analyze City Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify City or any individual, and SPIDR Tech

may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in this SL, City shall be solely responsible for providing, updating, uploading and maintaining all City Data. The content of City Data shall be City's sole responsibility. SPIDR Tech shall operate the Service in a manner that provides reasonable information security for City Data, using commercially reasonable data backup, security, and recovery protections (as regulated by CJIS requirements).

7.2. Additional City Responsibilities. City is solely responsible for all City Data. SPIDR Tech does not guarantee the accuracy, integrity or quality of City Data. City shall not: (a) upload or otherwise make available to SPIDR Tech any City Data that is unlawful or that violates the rights of any third parties; (b) upload or otherwise make available to SPIDR Tech any City Data that City does not have a right to transmit due to any law, rule, regulation or other obligation; (c) use, upload or otherwise transmit any City Data that infringes any intellectual property or other proprietary rights of any third party; (d) upload or otherwise make available to SPIDR Tech any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality of any computer software or hardware or telecommunications equipment; (e) interfere with or disrupt the Service or servers or networks connected to the Service; (f) upload or otherwise make available to SPIDR Tech any City Data that constitutes protected health information subject to the Health Insurance Portability and Accountability Act or any regulation, rule or standards issued thereunder; or (g) violate any applicable law, rule or regulation, including those regarding the export of technical data.

8. Representations and Warranties; Disclaimer.

8.1. SPIDR Tech Limited Warranty. SPIDR Tech warrants that it will provide the Service in a competent and workmanlike manner. SPIDR Tech does not warrant that it will be able to correct all reported defects or that use of the Service will be uninterrupted or error free. SPIDR Tech makes no warranty regarding features or services provided by any third parties. SPIDR Tech retains the right to modify its services and the SPIDR Tech Technology in its sole discretion; provided that doing so does not have a material adverse impact on the Service hereunder. City's sole remedy for SPIDR Tech's breach of the warranty in this paragraph shall be that SPIDR Tech shall remedy the applicable error, or if SPIDR Tech is unable to do so in a timely manner, refund to City actual damages up to a limit of the fees paid for the Service for the 6-month period immediately prior to when the breach of warranty occurred.

8.2. Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 8.1-8.2 ABOVE, SPIDR TECH MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SERVICE (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, (B) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, (C) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR (D) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

ANNEX A: PRICING

Custom Pricing

SPIDR Tech software pricing has two components: The annual subscription cost and the initial deployment fee. The subscription cost includes all messages (text and email), all software, and all professional services. The price is based on the sworn size of your agency. The pricing below is based on the stated sworn size of 160.

SPIDR Tech Platform

SaaS Subscription - Subscription Fee for the initial term is due on Production Use of the SPIDR Tech software, and includes: Patrol Module, Investigations Module, Insights Module. The annual subscription Fee shall not exceed a 5% increase over the previous annual subscription Fee, except where there are changes in the actual sworn size. Renewal occurs each year on the anniversary of Production Use.

SPIDR Tech: Year 1		# of sworn	Price
SPIDR SaaS Subscription including Patrol, Investigations, and Insights modules		160	$32,000
Deployment and Installation	Deployment and installation fee. (one-time setup/integration fee, invoiced with subscription)		$10,000
Maintenance and Support	Unlimited maintenance and support, unlimited changes to settings, messages, surveys, and configurations post go-live, assigned Customer Success Manager		included
		Total:	**$42,000**

Annex B: Program Components

The SPIDR Tech Engage Platform is a single solution for end-to-end Customer Service Management designed specifically for Public Safety agencies. The SPIDR Tech Enhanced Victim Notification Package is comprised of three major modules: Patrol, Investigations, and Insights.

Patrol Module

The SPIDR Tech Patrol Module is designed to provide immediate, automated follow-up messages to reporting parties (both 9-1-1 and non-emergency callers) via SMS. The Patrol Module can be configured to send up to three different message types:

- CAD Acknowledgement Message - This serves as a receipt for service, confirming with the RP that the call was received and indicating the next steps, such as an officer will be responding or directing them to file their report online. It can include call-specific data directly from the CAD system such as the time and date of the call, the CAD reference #, the type of call, etc. This call can also provide the reporting party with pre-arrival instructions, such as what documents to have available for the officer if they were involved in a vehicle collision. The content and settings for this message are customizable by call type.
- Delayed Arrival Message - This message is automatically triggered if an officer is not marked as "on scene" in the CAD system within a specific time as the agency chooses. It provides the citizen with an updated status confirming that their call is still pending in the queue and an officer will be with them as quickly as possible. This message type improves customer service by proactively keeping the citizen updated on their call status and minimizes call-backs to the Communications Center requesting an ETA. The content and settings for this message are customizable by call type.
- Call Disposition Message - This message serves to close the communication loop with the RP and summarize the action that was taken as a result of their call for service. It is customizable based on the disposition code that is used to close out the call in the CAD system. The content and settings for this message are customizable by disposition code.

Investigations Module

The SPIDR Tech Investigations Module is designed to provide ongoing, proactive follow-up messages to victims of crime. Once an officer responds to the scene of an incident, determines that a crime has been committed, and takes a police report, it is critical to keep crime victims up to date on the status of their case. Often this process is done manually by phone or mail, costing the agency a great deal of time and money. The Investigations Module sends automated case updates to the crime victim via both SMS and email.

Once the police report is filed in the RMS (or once approved by a Sergeant), the SPIDR Tech Platform can send the following types of messages to the crime victim:

- Victim Acknowledgment Message - This message is designed to proactively provide the crime victim with all the pertinent details of their police report. This is accomplished by pulling data directly from the RMS such as the time and date of the report, the name of the reporting officer, the report number, and the crime type. By pulling this data directly from the RMS and sending it to the crime victim, BPD can not only improve the customer service experience of their crime victims but can again minimize administrative walk-ins and callbacks to the Burbank Police front desk, the communications center, and the records department by ensuring that the victim has all the information they need.
- Arrest Notification Message – This message is designed to notify the crime victim if an arrest has been

made in their case. This is a critical step in the criminal justice process, and it is essential for the law enforcement agency to advise the crime victim of the arrest but also of their rights at that stage and information about what will happen next. This notification is critical to provide Police Department with an automated platform to make these notifications, ensuring that they are consistent and timely as well as eliminating or minimizing any existing manual solutions that are often costly and time-consuming.

- Investigation Update Message - As the case progresses through various stages of the investigation, an Investigation Update Message can be sent when the case status is updated in the RMS. These case status updates could include but are not limited to, a detective is assigned, an arrest is made, the case is forwarded to the DA, the case being sent to the County court system, or the case is closed out due to lack of evidence. Overall, the Investigations Module can proactively provide the crime victim with all their report information as well as regular updates on the status of their case. By proactively providing case information and consistent updates, Police Department can improve their citizen experience by alleviating citizen anxiety and improving the level of customer service.
- Portal Feature - The SPIDR Tech Portal is designed to provide the citizens of Burbank with a 24/7 on-demand web portal where they can check their case status and sign up for additional updates. This portal would be made accessible directly from www.burbankpd.org and would provide an additional layer of 24/7 access for citizens to minimize walk-ins and callbacks. The Portal Module requires a minimal amount of information to verify the victim's identity and can then provide the victim with their current case status, information related to personnel assigned to their case, and any other information that the agency would like to make accessible to the crime victim. This information is made accessible to the citizen via the previously mentioned seamless integration with the Versaterm RMS. The Portal Feature would provide access to any new or updated cases following SPIDR Tech Go-live. Migration of historical case data is available at an additional cost.

Insights Module

The SPIDR Tech Insights Module is designed to automatically send out web-based, mobile-friendly surveys on the back end of both the Patrol and Investigations Modules. These surveys can be customized by call type. There is no limit to the number of questions, and we can accommodate a variety of question types such as Yes/No, Multi-select, Ratings (1-5 or Very Satisfied to Very Dissatisfied), Free Text, and more.

The Insights Module can be configured to send surveys out at various stages throughout the call and investigation process, including following the initial 9-1-1 or non-emergency call, following the Police Report being taken, following any major Investigation Update Message, and at the conclusion of the Investigation. The SPIDR Tech implementation team will help the Police Department set up these surveys by providing standardized templates and best practices but will ultimately customize them specifically for Police Department. This includes custom branding, an authorized web address, email addresses, and a long-code phone number that all messaging is sent from. This provides a consistent and trustworthy user experience for your citizens.

Reporting

As mentioned above, all reporting data is accessible on demand by the agency via the SPIDR Tech Engage Platform. The platform is accessible via any major web browser and user access can be set up based on the City of Burbank's existing SSO system. The platform's Spotlight Dashboard contains high-level message statistics including Total Messages sent and the overall Survey Completion Rate. The Spotlight Dashboard also contains further breakdowns

of how many messages were sent via SMS vs email, the total of sent messages broken down by call type, and an overview of the most recent free-text survey responses. All platform reporting can be filtered by time period and all the data can also be exported in an Excel or CSV spreadsheet for further analysis. Additionally, all reporting data could be exported directly to the agency's network via API to a Data Lake or Data Warehouse if the agency would like to incorporate that information into its existing reporting and analysis functions. Within the Spotlight Dashboard, the agency can also view the results of any of the individual survey types that they have created to view overall trends and general community sentiments. Additional reporting is also available via multiple customizable email digests, including our Daily Survey Update Emails and Monthly Digests, which are highly customizable based on the agency's requests.

Annex C: Statement of Work

1.0 Overview

This document is the Statement of Work defining the principal tasks, activities, and responsibilities of the parties involved in the implementation of the SPIDR Tech Engage Platform, interfaces, and ancillary products. This Project is a collaboration between the Parties, the City of Burbank, hereafter "Burbank" or "Client" and SPIDR Tech Inc., hereafter "SPIDR" or "Vendor" and is contingent upon both entities fulfilling their respective responsibilities as defined in the Agreement and this Statement of Work.

2.0 Summary and Objectives

This project will implement SPIDR Tech's Platform including the Patrol, Investigations, and Insights modules for the Police Department. This solution will interface directly with the Police Department's Versaterm CAD & RMS. Interfacing to Burbank's legacy Tiburon CAD & RMS is not included.

3.0 DEFINITIONS

These terms when used in this Exhibit J have the following meanings:

CAD – Computer Aided Dispatch

RMS – Records Management System

SMS – Short Message Service

PM – Project Manager

SME – Subject Matter Expert

4.0 ROLES AND RESPONSIBILITIES

4.1 Project Management Overview

Burbank has appointed appoint a Project Manager, CIT-COM, to coordinate with the appointed SPIDR Project Manager for the duration of the Project. Both shall have the experience, knowledge, and authority to make decisions and carry out the tasks in the Project Implementation Schedule and this Statement of Work. The Burbank PM and SPIDR PM will be the primary points of contact between the Parties during the Project.

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

4.2 SPIDR Tech Project Manager

Project management services are a large part of what SPIDR Tech provides and they occur throughout the Project as part of every task. The SPIDR PM is available to Burbank on a daily (workday) basis (not just at designated points in time). The SPIDR Project Manager is responsible for, but not limited to, the following:

4.2.1 PLANNING AND EXECUTION

- Maintain Project Implementation Schedule to be shared with Burbank (the initial plan will be drafted by the SPIDR PM with input from the Burbank PM and shared with the Burbank Team. The SPIDR PM will have

access to it thereafter.)
- Ensure SPIDR tasks are executed on time.
- Coordinate and oversee the development efforts of all contracted interfaces.

4.2.2 COMMUNICATIONS

- Prepare weekly project status reports identifying overall project status, recent accomplishments, outstanding issues, risks, action items and upcoming events.
- Maintain regular communication with Burbank's PM, providing timely responses, no later than three (3) Business Days, to issues raised by the Burbank PM.
- Conduct, or participate in, regular conference calls (e.g. weekly) to discuss project status updates, open issues, and identified risks
- Work with the Burbank PM and staff to resolve identified issues and mitigate project risks identified as requiring action
- Facilitate communication between Burbank resources and SPIDR resources for interface and conversion tasks

4.2.3 RESOURCE MANAGEMENT

- Manage internal SPIDR resources and efforts (technical tasks, implementation tasks, Support during the Configuration Phase, interface development efforts)
- Communicate with Burbank resources regarding work efforts in coordination with the Burbank PM

4.2.4 TESTING

- Assist in creating the testing plan, coordinate, and schedule the testing efforts with Burbank's Project Manager or IT Representative.
- Demonstrate the interface results to Burbank's Project Team.
- Review and correct any discrepancies as needed.

4.2.5 TRAINING

- Coordinate with the Burbank PM to schedule the Train-the-Trainer Session
- Ensure that Train-the-Trainer training is carried out
- Provide the materials required for training tailored to the City of Burbank configuration

4.2.6 PRE-LAUNCH

- Conduct a Pre-Launch meeting to identify any outstanding items or issues that need to be addressed
- Collaborate with Burbank PM to determine the date and time of the launch

4.2.7 GO-LIVE

- Ensure sufficient resources are available for launch
- Monitor the initial operation of Engage and answer any related questions
- Review and work with Burbank to correct any issues that arise during the go-live

4.2.8 POST-GO-LIVE

- Coordinate transition with Burbank Project Team to SPIDR Tech Partner Success Manager

4.3 Burbank Project Manager

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

- Maintaining regular communications with the SPIDR Tech Project Manager.
- Managing the efforts of Burbank's staff.
- Coordinating Burbank activities with the SPIDR Tech Project Manager.
- Participating in regular conference calls and/or onsite meetings with the SPIDR Tech Project Manager to discuss Project status updates, project issues, risks including mitigation efforts, and upcoming activities.
- Reviewing and approving SPIDR Tech's Project status reports.
- Tracking overall Project status.
- Tracking and resolving outstanding Burbank issues and action items.
- Providing timely responses, no later than three (3) Business Days, to issues raised by the SPIDR Tech Project Manager.
- Coordinating SPIDR Tech access (SharePoint, onsite, and remote)

4.4 ROLES AND RESPONSIBILITIES DURING THE PROJECT

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

4.4.1 SPIDR TECH RESPONSIBILITIES

SPIDR Tech's overall responsibility is to establish a designated Project Team for the duration of this project that has the expertise to carry out the assigned Project tasks and responsibilities. The team will use their expertise to provide information, guidance, and suggestions to Burbank regarding system requirements, implementation and configuration options, and workflows as appropriate.

4.4.2 SPIDR TECH PROJECT TEAM

The SPIDR Tech Project Team will consist of an Implementation Manager and a Deployment Engineer.

The **SPIDR Tech Project Manager** is responsible for all project management tasks as well as coordinating the non-technical work of developing messaging triggers and content.

The **SPIDR Tech Deployment Engineer** is responsible for delivering the technical aspects of the project, building required interfaces, and providing technical support to the project.

4.4.3 BURBANK RESPONSIBILITIES

Burbank'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. Burbank must ensure that Burbank personnel have ample time (per the agreed upon schedule), resources, and expertise to carry out their assigned Project tasks and responsibilities.

Burbank is responsible for having personnel available for all remote-attended sessions to develop and implement the technical interface.

4.4.4 BURBANK PROJECT TEAM

Burbank will provide a Project Team consisting of, but not limited to, the following roles, which may change based on project needs:

- Project Manager
- System Administrator
- Application Administrator
- Dispatch Specialist – Burbank 9-1-1
- Investigations Specialist – Police
- Public Information Officer
- RMS Subject Matter Expert (SME)
- CAD SME

Project team members will be required at various times and for varying durations during the project.

4.4.5 CHANGE CONTROL PROCESS OVERVIE

As a result of the pre-project discovery and alignment, it is uncommon for projects to develop a need that we cannot work around through interface development and platform settings. It is also uncommon that contract revisions are required after they have been closed. Nonetheless, SPIDR Tech understands that there might be some unforeseen requirements that are discovered after the project has started.

To address these situations, a written change order request will be recorded specifying the change's purpose and objective(s). Then both SPIDR Tech and the city of Burbank would follow these steps:

- SPIDR Tech would perform an analysis of the new requirement and provide you with a written response describing its proposed solution, impact on the schedule, and cost implications (if any).
- SPIDR Tech will work to accommodate and recommend changes that do not require a formal change request. If alternative options are not acceptable, we will move forward with the proposed solution.
- If the city of Burbank accepts this proposed solution, a written change order will be mutually agreed upon and signed by both parties.
- SPIDR Tech would adjust the project plan as necessary to reflect the changes.

5.0 Scope of Work

This describes the Project's major implementation tasks, identifying Burbank and SPIDR Tech's responsibilities, deliverables, prerequisites, completion criteria, and change order process for each phase.

Task #1 – Project Initiation Phase

Task # 1.1 Pre-Kickoff Meeting

Burbank and SPIDR Tech will conduct an initial Pre-Kickoff Meeting to introduce the SPIDR Tech Project Team and provide an overview of the Engage platform. Project expectations, potential risks, and key factors for success will be discussed. Burbank will also be informed of the skill set recommended for their Project Team participants.

SPIDR Tech Responsibilities:

- Schedule the meetings to initiate the Project with the Burbank Project Manager.
- Host the Pre-Kickoff Meeting.

Burbank Responsibilities:

- Participate in the Pre-Kickoff Meeting.
- Identify Burbank's Project Manager for the duration of the implementation process.
- Identify CAD subject matter expert (SME).
- Identify RMS SME.
- Identify Project IT Representative.
- Invite Project Stakeholders and IT representatives to the Project Kickoff Meeting.

SPIDR Tech Deliverables:

- Welcome Guide
- Pre-Deployment Checklist document

Prerequisites:

- Executed Agreement

Task Completion Criteria:

- Pre-Kickoff Meeting has concluded.
- Project Team Members have been identified.
- Architectural infrastructure requirements have been agreed upon.

Task # 1.2 – Create Preliminary Project Schedule

Burbank's Project Manager and SPIDR Tech's Project Manager will create a Preliminary Project Implementation Schedule in this task.

SPIDR Tech Responsibilities:

- Collaborate with Burbank Project Manager to create a Preliminary Project Schedule.
- Identify and verify SPIDR Tech's resources are available

Burbank Responsibilities:

- Provide input to the Preliminary Project Schedule.
- Identify and verify Burbank resources are available.

SPIDR Tech Deliverables:

- Preliminary Project Schedule

Task Completion Criteria:

- SPIDR Tech has delivered an approved Preliminary Project Schedule.

Task # 2 – Project Kickoff

The SPIDR Tech Project Manager will host a Kickoff Meeting to introduce the Project to the Burbank Project Team and key stakeholders. This meeting will include a high-level presentation covering the following topics:

- Overall project scope
- Expected outcomes
- Burbank Project Team introduction
- Burbank Project Team roles and assignments
- SPIDR Tech Project Team introduction
- SPIDR Tech roles and assignments
- Preliminary Project Schedule
- Other key project details

SPIDR Tech Responsibilities:

- Host the Project Kickoff Meeting.
- Introduce Project Team members.

Burbank Responsibilities:

- Invite Project Team and other key stakeholders to attend the meeting.
- Participate in the Project Kickoff Meeting.

SPIDR Tech Deliverables:

- Kickoff Meeting presentation slides.
- SPIDR Tech Message Customization Document.
- SPIDR Tech Survey Customization Document.

Prerequisites:

- The preliminary Project Schedule has been delivered.

Task Completion Criteria:

- The kickoff Meeting concluded.

Task # 3 – Technical Configuration and Build Phase

The purpose of this phase is to develop Burbank's customized interface. SPIDR Tech engineers will coordinate with Burbank's IT Representative to conduct a series of remote-attended sessions to build and install the interface components.

While this Scope of Work serves to provide a high-level definition of the scope, expectations, and roles/responsibilities for the interface, there is flexibility for making changes once the development and testing process begins, so long as Burbank and SPIDR Tech mutually agrees to any changes according to the change order process.

This Task may be performed simultaneously with **Task # 5 – Messages and Survey Configuration Phase.**

Task # 3.1 – Build and Configure Interface

SPIDR Tech Responsibilities:

- Set up Burbank within the Engage platform.
- Provide CNAME records for White Label URLs.
- Coordinate with the Burbank IT Representative to schedule deployment sessions.
- Build and deploy CAD/RMS interfaces.
- Load Burbank's CAD call types.
- Load Burbank's RMS offense codes and case management statuses.

Burbank Responsibilities:

- Provide SQL Server database and other Technical Resources as listed in the Pre-Deployment Checklist document.
- Coordinate with SPIDR Tech to schedule deployment sessions and enable interface components.
- Approve a White Label URL for the survey link.
- Enter CNAME records into the DNS system for White Label URLs.
- Assist SPIDR Tech as needed.

Burbank Deliverables:

- Burbank-approved Message Customization Document.
- Burbank-approved Survey Customization Document.

Prerequisites:

- Burbank IT staff is available to assist with remote attended sessions.

Task Completion Criteria:

- Interface Is ready to operate in Quality Assurance (QA) mode.**

** Upon build and configuration of the SPIDR Tech interface the platform is automatically started in QA Mode. The SPIDR Tech QA mode is designed to interface directly with the agency's production environment and redirect all messaging and surveys to a spreadsheet or other designated location. As a result of this QA Mode, we do not require access to Burbank's Dev or Test environments and do not build out Dev or Test environments in the SPIDR Tech platform.

Task # 3.2 – Configure Single Sign-On

The Single Sign-On (SSO) option will allow users to log in to Engage using their existing domain credentials. User authentication and authorization will be managed using Burbank's existing authentication and authorization infrastructure.

SPIDR Tech Responsibilities:

- Provide SPIDR Tech's federation metadata link for Burbank's identity provider (IdP).
- Assist Burbank with configuring SSO as needed.
- Implement a link to Burbank's IdP metadata.
- Once Burbank has identified users, set up access in Engage.

Burbank Responsibilities:

- Provide a link to IdP metadata.
- Configure SSO in IdP using SPIDR Tech's metadata link.
- Identify personnel who require access to Engage.

Task Completion criteria:

- Burbank is notified that they have access to the platform.

Task # 4 – Enable Burbank Access

In this phase, Burbank personnel will be able to log in to and use Engage.

SPIDR Tech Responsibilities:

- Set up access for each designated user.

Burbank Responsibilities:

- Verify each user can log in.

Prerequisites:

- Burbank user accounts are available for use by SSO or stand-alone logins.

Completion Criteria:

- Users can log in to and use the Engage environment.

Task #5 – Messages and Survey Configuration Phase

Configuration meetings will be held to provide Burbank's Project Team with an overall understanding of the Engage platform and interfaces, including various configuration options. The meetings will focus on reviewing and discussing Burbank's requirements for installing each module. They will also provide a gradual learning experience for administrative users to comfortably operate once in Production Use.

During each meeting, SPIDR Tech will conduct an in-depth demonstration to review Burbank's configuration options, the default templates, and how to make modifications. Sample messages and emails may also be transmitted to specified mobile phone numbers and email addresses for review.

SPIDR Tech Responsibilities:

- Host the Configuration Meetings.
- Load message and survey content.
- Configure the system according to Burbank Deliverables in this Task.

Burbank Responsibilities:

- Participate in the Configuration Workshops.
- Assist SPIDR Tech as needed.

Burbank Deliverables:

- Burbank-approved Message Customization Document.
- Burbank-approved Survey Customization Document.
- List of Call Types and Offense Codes/Message Categories for which to disable messaging.
- Image file(s) of Burbank branding.

Prerequisites:

- Burbank user access has been set up.

Task Completion Criteria:

- Messages and surveys are ready for testing.

Task # 6 – Testing Phase

This phase aims to demonstrate and verify that the interface and all modules are operational. This includes data accuracy, functionality, and notification processes. Engage will execute in QA mode for a minimum period of 14 days during which data quality and functionality checks will be performed.

SPIDR Tech Responsibilities:

- Coordinate and schedule the testing efforts with Burbank's Project Manager or IT Representative.
- SPIDR Tech will provide our default testing plan/scripts/tracker and if Burbank PD wants something different both teams will work collaboratively to develop those documents.
- Demonstrate the interface results to Burbank's Project Team.
- Review and correct any discrepancies as needed.

Burbank Responsibilities:

- Coordinate and schedule testing with SPIDR Tech's Project Manager or Deployment Engineer.
- Participate in QA meetings.
- Assist SPIDR Tech as needed for remote attended sessions.

Burbank Deliverables:

- Signed approval of Testing Phase completion.

Prerequisites:

- Completion of the Technical Configuration and Build Phase.
- Completion of the Messages and Survey Configuration Phase.

Task Completion Criteria:

- All Critical and Severe defects are resolved and retested during the testing phase.
- All Medium and Minor defects have been reviewed with Burbank Project Team.
- Signed approval of Testing Phase completion has been received by SPIDR Tech.

Task # 7 – Conduct Train-the-Trainer Training

SPIDR Tech will provide training to Burbank's designated administrators. This training aims to equip administrators with the ability to operate and make changes to their settings, content, and user access.

SPIDR Tech Responsibilities:

- Coordinate and schedule the Train-the-Trainer session with the Burbank Project Manager.
- Conduct the Train-the-Trainer Training.

Burbank Responsibilities:

- Coordinate the scheduling of the Train-the-Trainer session with the SPIDR Tech Project Manager.
- Ensure that the designated participants attend the scheduled Train-the-Trainer session.

SPIDR Tech Deliverables:

- SPIDR Tech Admin Guide for each participant.
- Tailored to the City of Burbank implementation.

Prerequisites:

- Testing Phase completed.
- Training session prepared.

Task Completion Criteria:

- Delivery of Train-the-Trainer training.
- Participants have been adequately trained.

Task # 8 – Pre-Launch Phase / Declare System Ready for Use

Burbank and SPIDR Tech will coordinate all activities required to launch Engage in Production mode. This task signifies that SPIDR Tech has delivered all required access, interfaces, and Train-the-Trainer Training and remedied all errors that are critical for Go-Live. A media press kit will be delivered to support public information efforts.

SPIDR Tech Responsibilities:

- Conduct a Pre-Launch Meeting with the Burbank IT Representative to review requirements for Go-Live.
- Correct any problems mutually identified by Burbank and SPIDR Tech as having to be corrected before Go-Live.
- Collaborate with the Burbank Project Manager to determine the date and time of launch.
- Issue written notice to Burbank that Engage is ready for Go-Live.

Burbank Responsibilities:

- Ensure IT Representative is available for the Pre-Launch Meeting.
- Collaborate with the SPIDR Tech Project Manager to determine the date and time of launch.
- Assist SPIDR Tech as needed.

SPIDR Tech Deliverables:

- Written notice to the Burbank Project Team that Engage is ready for Go-Live once all problems mutually identified by Burbank and SPIDR Tech have been corrected.
- Media Press Kit.

Prerequisites:

- Completion of the Testing Phase.
- Train-the-Trainer Training.

Task Completion Criteria:

- Burbank and SPIDR Tech have completed all preparation.
- Receipt by Burbank of SPIDR Tech's notice that Engage is ready for Go-Live

Task # 9 – Go-Live Phase

SPIDR Tech will perform all tasks to place the Engage system in Production mode and support Burbank during Go-Live. Once launched, SPIDR Tech will monitor the interface, data, and messages for a period of seven (7) days to ensure the platform is functioning as intended. Go-live will be supported remotely.

SPIDR Tech Responsibilities:

- Provide sufficient resources to conduct the launch.
- Monitor the initial operation of Engage and answer any related questions raised by Burbank.
- Review any related issues submitted by Burbank and work with Burbank to correct any problems.

Burbank Responsibilities:

- Provide email addresses to receive Daily Survey Update Emails and Automated Digest.
- Work with SPIDR Tech to resolve any issues.

SPIDR Tech Deliverables:

- SPIDR Tech resources in support of Go-Live.

Prerequisites:

- Completion of the Pre-Launch Phase.

Task Completion Criteria:

- Engage is successfully operating in Production Use.

Task # 10 – Partner Success Phase Begins

This task signifies that Engage is in Production Use. Support of Burbank's platform will transition from the SPIDR Tech Project Manager to the SPIDR Tech Partner Success Manager. The Partner Success Manager will be Burbank's contact and advocate and will assist with post-deployment matters such as strategies to leverage the Platform, new product features and improvements, and ongoing training.

SPIDR Tech responsibilities:

- Collaborate with the Burbank Project Team for a smooth transition of support from the SPIDR Tech Project Manager to the SPIDR Tech Partner Success Manager.
- Discuss additional resources Burbank has for ongoing assistance.
- Remedy reported issues.
- Check-in with the Burbank Project Manager 30 days after Go-Live.
- Conduct quarterly check-ins.

Burbank Responsibilities:

- Operate the platform in Production Use.
- Collaborate with SPIDR Tech to transition Burbank support to the SPIDR Tech Partner Success Manager.
- Notify SPIDR Tech of any issues.

Prerequisites:

- Production use.

6.0 Communications Plan

The purpose of this communication plan is to provide meaningful, timely, and responsive communications that meet the needs of our staff and stakeholders, and ultimately support a successful project completion, adoption, and utilization of the SPIDR Tech Engage Platform. Consequently, the project team and supporting readiness team

members will regularly review and update the Plan throughout the project to ensure communication strategies and actions directly support and address the key needs of the project, Burbank staff, and citizens.

Communications Product	Audience	Key Interest/Messages	Frequency	Delivery Method	Moderation Level
Weekly Status Reports	● Burbank Project Team ● SPIDR Tech PM	● Status Review ● Current/Recent Activities ● Upcoming Activities ● Communications ● Current Resource Use ● Timeline for next few weeks	Weekly	Email	SPIDR Project Manager
Meeting Agendas & Minutes	Meeting participants	● Agenda ● Participants ● Minutes ● Action Items ● Decisions ● Identified Risks	As appropriate	Email	SPIDR Project Manager

7.0 Risk Management Plan

- Both the SPIDR PM and Burbank PM shall establish a method to communicate and document any reasonable risks that come to their attention – whether the risk is self-identified or suggested by someone else.
- Both the SPIDR PM and Burbank PM shall routinely (weekly) monitor and update any potential risks including mitigation plans.
- When a risk is deemed likely or imminent, either the SPIDR PM or Burbank PM shall initiate the appropriate risk mitigation plan(s) as necessary and notify the appropriate team members.

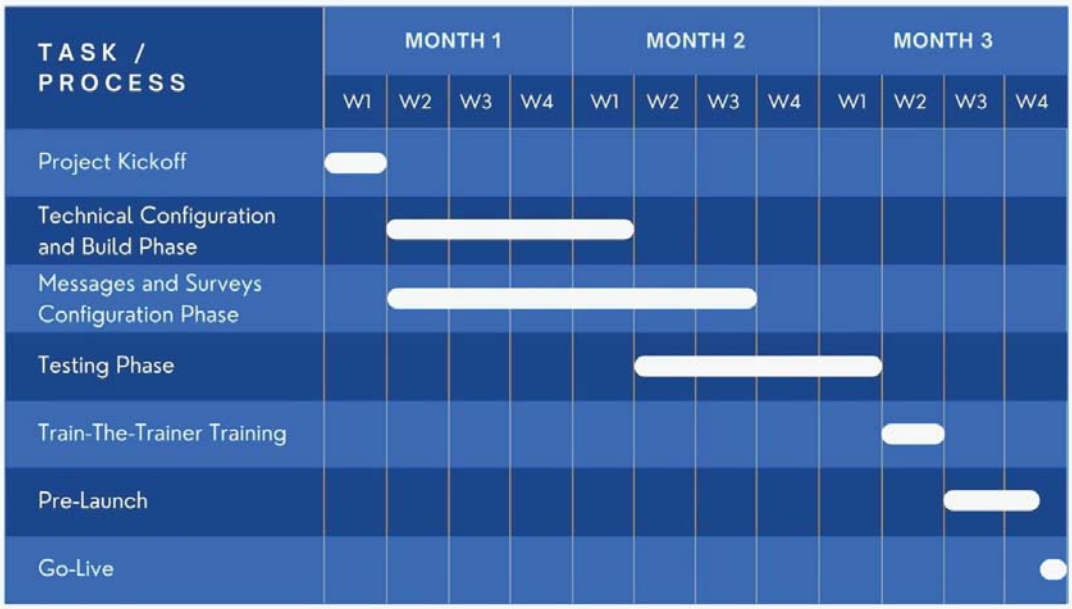
8.0 High-level Project Schedule

Estimated: This project will be scheduled to coincide with the production use of the Versaterm CAD & RMS.

SPIDR TECH

Scope of Work

Sample Gantt Chart for a 90-Day Project



Annex D: SPIDR Tech Service Level Agreement (SLA)

Introduction

This service level agreement (SLA) describes the levels of service that the "Client" will receive from SPIDR Tech.

During the term of the applicable SLA, SPIDR Tech's API will be operational and available to the Client at least 99.9% of the time in any calendar month.

Note that even during API downtime (for whatever reason), once the API availability is reestablished, SPIDR Tech can receive "lost" data. The platform will generate and send any messages that can still be reasonably sent. This reduces the number of messages failed even during unexpected API outages.

This Agreement states the Client's sole and exclusive remedy for any failure by SPIDR Tech to meet the SLA.

Scope

Dates and Reviews

This SLA will begin on the "Effective Date" of the Agreement and will run for the life of the Agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Client's systems.

Services covered

This SLA covers the API operated by SPIDR Tech. SPIDR Tech guarantees uptime for this API.

Exclusions

This SLA does not apply to Scheduled Maintenance. This SLA does not apply to any performance issues that result from the Client's systems or third-party systems, or both (not within the primary control of SPIDR Tech). This SLA does not apply to any performance issues that result from the Client's communication delays, including wrong, bad, or missing data, improperly formatted, organized, or transmitted data received from the Client, or any other data issues related to the communication or data received from or through the Client.

This SLA does not apply in circumstances that could be reasonably said to be beyond SPIDR Tech's control. For instance: floods, earthquakes, war, acts of God, and so on.

This SLA does not apply if the Client is in breach of the terms of this Agreement or this Exhibit(e.g., late payment of fees).

Definitions

The following definitions apply to the SPIDR Tech API.

" Downtime " means more than a twenty percent error rate of Valid Requests to the API. Downtime is measured based on SPIDR Tech's API side error rate.

" Valid Requests " are requests that conform to SPIDR Tech's API that would normally result in a non-error response from the API.

" Scheduled Maintenance " is Downtime related to network, hardware, or software maintenance or upgrades. SPIDR Tech will perform scheduled maintenance at its discretion.

Guaranteed Response Times

When the Client raises a support issue with SPIDR Tech, SPIDR Tech shall respond in a timely fashion.

Support Services

SPIDR Tech shall establish, sufficiently staff, and maintain the organization and processes necessary to provide telephone and/or email-based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to the Client and its authorized users. Any open support requests that have not already been addressed by the Customer Support Manager, will be reviewed at least quarterly as a part of regularly scheduled meetings with the agency's assigned Partner Success Manager.

SPIDR Tech will provide the Client with any resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of SPIDR Tech's other customers.

Response times

The response time measures how long it takes SPIDR Tech to respond to a support request raised via email (support@spidrtech.com) or phone (877-746-8276).

SPIDR Tech is deemed to have responded when it has replied to the Client's initial request. This may be in the form of an email or telephone call, to either provide a solution, request further information, or propose an ETA for a solution.

Guaranteed **initial response times depend** on the priority of the item(s) affected and the severity of the issue. They are shown in the table below:

Issue Severity (see Severity Levels section, below)

	Critical	Severe	Medium	Minor
Priority 1	Immediate, but in no event to exceed 1 hour	1 hour	2 hours	1 business day
Priority 2	1 hour	2 hours	1 business day	2 business days*

Priority 3	2 hours	1 business day	2 business days*	2 business days*

** Issues of lower priority and lower severity may be transferred to our work queue backlog for later planning and prioritization.*

Response times apply on a 24x7 basis, and after normal business hours and on holidays, as necessary to support SPIDR Tech's obligations under this Agreement.

Severity levels

The severity levels shown in the table above are defined as follows:

- Critical - Complete degradation — all users and critical functions affected. Item or service completely unavailable.
- Severe - Significant degradation — a large number of users or critical functions affected.
- Medium - Limited degradation — a limited number of users or functions affected. Business processes can continue.
- Minor - Small degradation — few users or one user affected. Business processes can continue.

Item types and priority levels

Item Type	Priority
Messaging correctness (content and recipients)	1
Messaging schedule and timeliness	2
Daily survey update emails	2
Administrative interface	3

Resolution times

SPIDR Tech endeavors to resolve problems as swiftly as possible. It recognizes that the Client's operational systems and community relationships are key to its mission and that any downtime can have significant consequences.

However, SPIDR Tech is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a critical API issue in minutes, simply by restarting the affected component(s). But if a system fails due to a persistent infrastructure fault (also classed as a critical issue) it may take much longer to get back up and running.

Resolution Targets

SPIDR Tech will use commercially reasonable efforts to resolve production-related support cases within the applicable response time described in the table below and further detailed in the notes below:

Target Resolution Time by Case Severity

Target Resolution Time by Case Severity	
Severity Level	
Critical	24 hours
Severe	48 hours
Medium	5 Business Days
Minor	Next Major Release

- Target Resolution times apply to production-related support cases meeting the criteria outlined in this policy and shall not apply to enhancement or feature requests.
- Target Resolution Times calculations will begin after the confirmation and classification of the support issue, and shall not include the time required for responses by the Client, based on reasonable information requests by SPIDR Tech in its efforts to resolve the issue. The Client agrees that it shall designate at least one (1) Agency contact with the appropriate level of training and knowledge of the City's environment to facilitate the diagnosis and resolution of the issues.
- A Resolution is achieved when either a permanent or hotfix is applied to return the System to full operating status. In the event that a hotfix only lowers the Severity classification of the incident, the Target Resolution times for such lowered Severity Level shall continue to apply (e.g. if a hotfix lowers a "Critical" to a "Severe" classification, SPIDR Tech shall continue to work on such issue in accordance with the table above).
- SPIDR Tech agrees to apply continuous efforts to resolve "Critical" issues and apply continuous efforts during normal business hours for "Severe" issues. If such issues are not resolved in accordance with the criteria above, both parties shall engage in the escalation process set forth below. "Medium" and "Minor" issues for enhancements and/or feature requests may be accepted for inclusion into the next service pack or major release if such request is included by SPIDR Tech.
- Any "Critical" or "Severe" case that is not resolved according to the above Target Resolution Times will be escalated to SPIDR Tech's management under the following parameters.

Escalation Process.

- Regular Updates: SPIDR Tech agrees to provide regular updates to the Client, including but not limited to efforts related to resolution, identification of known issues, and potential solutions. When available, such updates shall also include a potential resolution time if reasonably assessed by the team. When the parties believe that a live meeting between the team, including members of senior leadership, would facilitate the expeditious resolution of "Critical" cases, they may establish calls or videoconferences for such purposes.
    - In the event that a case is not resolved in accordance with the targeted resolution times as outlined in the table, SPIDR Tech has implemented processes to ensure that such issues are escalated with visibility and resource allocations when required.
        - Critical issues shall begin escalation from the Customer Support Manager no later than

eight (8) hours of Resolution Time. If a Critical case exceeds twelve (12) hours, senior leadership shall be notified and briefed on the case. To the extent required to resolve the case, SPIDR Tech shall assign the appropriate resources until such case is resolved.

- Severe issues shall begin escalation from the Customer Support Manager no later than twelve (12) hours of Resolution Time. If a Severe case exceeds twenty-four (24) hours, senior leadership shall be notified and briefed on the case. To the extent required to resolve the case, SPIDR Tech shall assign the appropriate resources until such a case is resolved.

- To facilitate SPIDR Tech meeting its support obligations, the Client must provide SPIDR Tech with the information reasonably necessary to determine the proper classification of the underlying problem in accordance with the Severity definitions. Additionally, to assist SPIDR Tech's tracking of support calls and the resolution of support issues, the Client must use any ticket or incident number that SPIDR Tech assigns to a particular problem in each communication with SPIDR Tech. Unless otherwise set forth in the Agreement (e.g. Service Availability credits when applicable), the escalation process set forth herein is the sole and exclusive remedy for extended resolution times of any case.

Monitoring process and service level reporting

SPIDR Tech classifies different components of the API and overall platform and determines monitoring and reporting requirements by severity level, impact, and risk profile. Reports for this monitoring span multiple components and systems. SPIDR Tech periodically produces summary reports for audit and review.

Uptime Report

Last 2 weeks | This month | Previous month | All time

engage.spidrtech.com - Last 2 weeks

Date	No. of tests	Unique failures	Total downtime	Uptime
Totals	40894	0	None	**100%**
Today	3928	0	None	100%
2019-07-30	5770	0	None	100%
2019-07-29	5769	0	None	100%
2019-07-28	5770	0	None	100%
2019-07-27	5770	0	None	100%
2019-07-26	5770	0	None	100%
2019-07-25	5770	0	None	100%
2019-07-24	2080	0	None	100%

Example uptime report

Exhibit K: Versaterm's Response to the City's (RFP)

By reference.

Exhibit L: City of Burbank's Request for Proposals

By reference.

Exhibit M: Cit Com Project Management

Cit Com, Inc. (“Cit Com”) shall perform the Project Management Services pursuant to the Professional Services Agreement (“PSA”) as executed between Cit Com and Versaterm. The PSA is incorporated into this Exhibit M by reference.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Anyone Collective LLC)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated July 21, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Anyone Collective LLC ("Consultant"), a California limited liability company.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: FY 2026 airport marketing consulting, website maintenance, and media purchase services.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Budget": the FY 2026 budget set forth in the Proposal.

C. "Commencement Date": July 21, 2025.

D. "Contract Administrator": Nerissa Sugars or a duly authorized designee.

E. "Contract Limit": $995,000 (inclusive of commission for media spends).

F. "Executive Director": John T. Hatanaka or a duly authorized designee.

G. "Expiration Date": June 30, 2026.

H. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

I. "Indemnitees": the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

K. "Proposal": Consultant's June 2, 2025 proposal attached as Exhibit A.

L. "Services": the tasks set forth in the Proposal.

M. "TBI": TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment as follows: (i) a blended hourly rate of $275 for creative services, website maintenance services, and task order (including Replacement Passenger Terminal promotion, brand identity refresh, and B2B and destination marketing) services; and (ii) a 15% commission on the Authority's overall media spend. Additionally, the Authority shall reimburse Consultant's travel costs related to the task order services. The Authority shall have absolute discretion to determine the amount of its media spend. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com). Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

8. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

9. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

10. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

11. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

12. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

13. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received based on the e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Nerissa Sugars
E-mail: NSugars@bur.org

Consultant
Anyone Collective
99 Pasadena Avenue, Suite One
South Pasadena, CA 91030
Attn: Michael Fiore
E-mail: michael@weareanyone.com

14. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

15. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

17. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

18. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Anyone Collective LLC

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

ANYONE™

Hollywood Burbank Airport

Hollywood Burbank Airport
FY 2026 Proposal (July 2025 – June 2026)

June 2, 2025

To: John Hatanaka, Kathy David, Nerissa Sugars
From: Anyone™ Collective
Date: June 2, 2025
SUBJECT: FY 2026 Proposal
PROPOSAL ID: 240602-GSa

Please find attached the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the FY 2026 Advertising & Marketing Strategy. This proposal outlines deliverables for FY 2026, as well as estimated pricing for each.

We are thrilled to have the opportunity to continue to work with Airport staff to help grow the Airport and its business. The entire Anyone™ team is very excited, and we look forward to continuing our journey together.

Please let us know if you have any questions or comments.

We look forward to speaking with you soon.

Anyone™ Team

Project Summary - Scope of Work

Overview

Anyone™ Collective LLC (hereafter, "Anyone™") will provide the Burbank-Glendale-Pasadena Airport Authority (hereafter, "Client") in reference to Hollywood Burbank Airport (hereafter "Hollywood Burbank Airport") with a Branding, Marketing, and Advertising Package to include multiple assets necessary for the successful implementation of marketing goals for Hollywood Burbank Airport.

Professional Services Agreement

Client hereby engages Anyone™, with a mailing address of 99 Pasadena Avenue, Suite One, South Pasadena, CA 91030, for the purpose of performing the services necessary to execute a Branding, Marketing, and Advertising Package (hereafter, "Services") for Hollywood Burbank Airport.

FY 2026: Introduction

The goal of FY 2026 ("FY26") is to continue to expand and strengthen the branding foundation established in prior phases to ensure continued growth for the Airport as it approaches the 2026 opening of the Replacement Passenger Terminal ("RPT").

Our efforts in FY26 will carefully consider the projected downturn in passenger traffic for the first half of FY26, which may be informed by ongoing federal economic and global issues. Despite the slowdown, we will remain on trend with the current market and provide clear and thoughtful direction to build a strategy that encourages more business for the Airport from both a consumer and airline perspective. In FY26, we will focus on both Business to Consumer ("B2C") and Business to Business ("B2B") marketing and branding efforts. Utilizing the most current data and facts, we can ensure all branding, advertising, and marketing efforts are in line with modern trends and technologies and continue pushing for more awareness of Hollywood Burbank Airport.

Strategically designed, hyper-targeted, measurable campaigns will encourage greater engagement from passengers and airlines alike. Anyone™ will explore creative ways to connect with and speak to new and existing customers through the Airport's brand voice.

FY26 will provide continued support to Hollywood Burbank Airport for the successful implementation of its branding and marketing goals, which include the following:

- Increase passenger levels
- Build upon Airline Marketing, and overall marketing, advertising, and branding efforts
- Provide the Airport with a geographic identity that speaks to the local and regional community, passengers east of the Rockies, and select region-specific targets throughout the U.S.
- Grow and expand the current target demographics via new strategies and creative campaign directions

(*cont'd)*

- Create fresh and new campaigns, such as season-specific and audience-specific advertising to generate a new wave of consumer awareness and deliver new information to our existing consumer base
- Provide detailed analytics for every campaign to adjust and pivot whenever necessary to ensure the highest level of performance for each deliverable
- Focus on new flights and routes for incumbent airlines and position Hollywood Burbank Airport as Southern California's number one option and number one airport

FY 2026 Includes:

1. **Target Strategy Overview**

In FY26, we define the prioritized target markets and consumers, including B2B, B2C, and airline marketing. Even with the assumed reduction in passenger levels for the first half of FY26, the goal is still to continue to build on the investment made in prior years and identify new markets and creative directions – all in collaboration with Airport Staff. This approach will ensure we utilize critical insights from the Airport to build creative campaigns that will bring new consumers and drive customer engagement.

Strategy Breakdown

A. Hyper-targeted and Creative and Messaging
   - Leisure, business and bleisure travelers
   - Event focused campaigns
   - Seasonally focused campaigns
   - Geographically focused campaigns

B. Calls to Action and Engagement
   - Airport key benefits (e.g. convenience, transportation center, rental car, parking, amenities, new airlines, new routes, key air service partnerships)
   - Digital drivers/touch points: Engage target audiences through digital advertising and social media channels
   - Drive new engagement through incentives (e.g. targeted events, giveaways, contests, usage of customer data through email marketing)

C. Digital Content Creation and Touch Points
   - Seek the creation of co-opportunities (e.g. co-branded sponsorships and advertising)
   - Content contributors will include staff, air carrier representatives, and other key Airport stakeholders.

(cont'd)

D. Airline Marketing Target Strategy
    - Utilize targeted brand messaging to support airline marketing efforts
    - Continue to grow strategies that focus on airline marketing to support B2B development for the airport
    - Work with Airport staff to create airline marketing-targeted materials, including collateral, deck presentation templates, custom presentations, B2B-focused web portal
    - Join Airport staff at airline marketing-focused meetings with industry executives, airlines, etc.
    - Continue to create and expand upon co-branded marketing and advertising opportunities in collaboration with Airport staff
E. Destination and Event Marketing
    - Collaborate with Airport business and community partners to market and promote Airport as the portal to city pairs and inbound (Southern California) regional sporting and special events.

In FY26, analytics gathered from the initial campaigns combined with continued exploration in marketing and advertising research will inform updated plans that detail targets, define messaging, and determine the appropriate creative direction for branding materials.

2. Brand Creative Campaign

The initial creative strategy for Hollywood Burbank Airport was brand-focused, creating awareness of the Airport's new name and brand identity. As campaigns and brand awareness evolved, Anyone™ diversified the strategy and reshaped messaging and campaigns around specific benefits, locations, and types of travelers. Moving into FY26, Anyone™ will explore new opportunities that become available with added service connections. By continuing to use custom targeting techniques and custom messaging, engagement will continue to grow over a large base of qualified demographics.

Anyone™ will continue to incorporate calls-to-action (CTAs) that promote direct engagement to drive conversions. In FY26, Anyone™ will add new social/digital targets that will drive and grow the Airport's target audience and encourage repeat engagements.

Deliverables include individual creative campaigns for each of the established campaign targets and their placement within the context of the new marketing plan. A minimum of two (2) concepts per campaign will be created with supporting graphics. All concepts, regardless of target or campaign, will continue to utilize branding elements so Hollywood Burbank Airport continues to reinforce its cohesive look and feel. With the initial creative direction selected and approved by Airport staff, Anyone™ will apply the creative to all the deliverables determined in the marketing plan.

- Anyone™ will utilize analytics gathered during previous years and conduct additional exploration of national and global markets that have opened up as a result of added connecting cities

- Advertising will focus on three geographic areas and B2B:
    - Local (Southern California)
    - Regional (select out-of-state targets)
    - East of the Rockies
    - B2B (Airline Marketing, Destination and Event Marketing)
- Anyone™ will create hero graphics that define the artwork for the deliverables. Below are potential deliverables to be included; final assignments will be determined after the strategy is developed:
    - Magazines
    - Local Ads
    - Digital Advertising
    - Social Media Community Management Content
- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via programmatic and social media advertising:
    - Create three to six (3–6) campaigns per subcategory for a maximum of twenty-four (24) total.
    - Entice target consumers with a call-to-action OR a click engagement to “find out more information” on any benefit or service being advertised.
- Every campaign will last for approximately 30–45 days and will be refreshed on an ongoing basis to reflect changes in seasonality targets as necessary.

3. Creative Deliverables

3a. Advertising Campaigns

Using the final creative campaign assets from Deliverable 2, combining research garnered in previous years and new research, and continuing long-standing relationships with media distributors, Anyone™ will build a multi- platform media plan that provides the highest impact with the lowest budget. The key focus for FY26 is to create custom-targeted messaging spread across the established target demographics, to define calls-to-action for engagement with new potential customers, and to continue growing awareness of the Airport's brand and location.

The goal of these deliverables is to promote the quality, friendly service, and convenience of Hollywood Burbank Airport in an innovative and tangible way. Competitive, attention-grabbing collateral will stand out in a saturated market, engaging customers via strategic placements in areas that will reach target prospects.

An additional return on investment from these advertising campaigns is the generation of "earned media" – promotion or mentions in articles that we do not pay for. The advertising elevates Hollywood Burbank Airport's profile within the industry and general public. This keeps the airport top of mind when publications are looking for story ideas, or when outlets conduct passenger surveys. The best example is the recent survey done by the *Washington Post*, asking more than 2,300 passengers what they think are the best airports in America. Of more than 450 airports in the US, readers ranked Hollywood Burbank Airport #14.

The execution of print and digital deliverables is for placement only. Media buying is estimated separately. Anyone™ will receive an industry standard 30% commission based on Hollywood Burbank Airport's overall spend, which will be determined by Hollywood Burbank Airport. The recommended spend is identified in this estimate.

3b. Brand Identity Refresh for Replacement Passenger Terminal

With the opening of the RPT set for 2026, FY 2026 creative deliverables will include an update of the Hollywood Burbank Airport brand identity (logo) and brand guidelines to be used for the new facility and all related collateral. The updated identity will complement the new terminal's "Icon" design and architecture.

Staff and Anyone Collective will also continue to create content for - and manage production and placement of - promotional messaging for the RPT leading up to the RPT opening.

3c. Social Media Advertising

Anyone™ will continue to design and develop the overall digital marketing and social media strategy for Hollywood Burbank Airport in FY26. This plan will engage existing and new customers for the Airport. In FY26, the strategy will focus on well-managed social media targeted advertisements. Quarterly progress reports will be developed so analytics and data can help define the KPI's (Key Performance Indicators and ROI) for each campaign. Anyone™ will collaborate with Airport staff in the development of this plan and on all final deliverables.

Anyone™ will create new ads, featuring updated messaging and creative, to run across social platforms including Facebook, Instagram, Google AdWords, and custom communication platforms through co-op positioning and targeted touch points. The content campaigns will generate interest for Hollywood Burbank Airport and gain active followers, encourage engagement of customers, and ensure awareness of Hollywood Burbank Airport's features and benefits, including Airline Marketing. Content campaigns will include web and social banner ads, social media graphics, and re-skinning of social properties. Every campaign is to last for approximately thirty to sixty (30–60) days and will update consistently to reflect changes in seasonality, performance, and targets as needed.

3d. Community Management—Up to 60 hours/month

With regular review by Airport Staff, Anyone™ will continue community management efforts for the Airport throughout FY26, with a concerted focus on all travel segments (Business, Leisure and Bleisure). We will collaborate with Airport staff to create a monthly content schedule that defines that months goals and content.

- **Monitoring:** Anyone™'s social listening efforts entail monitoring all networks for conversations concerning the Airport's brand. We will proactively set up listening parameters for mentions, tags, and specific keywords.
- **Engaging:** The goal will be to keep the Airport's brand and personality consistent, while adapting to social media trends and content. FY26 engagement will also include a focus on LinkedIn engagement and creative that is geared specifically for business travel.
- **Moderating:** Anyone™ will work proactively with Airport staff to manage the Airport's online reputation by keeping all social profiles clear from spam.
- **Measuring:** By monitoring, engaging, and moderating, we will have a better sense of how the social community perceives the brand, identify areas for improvement, and work to refine the Airport's presence. Anyone™ will pinpoint which channels our audiences are most active on and where we can satisfy primary objectives—whether it's building brand awareness, pushing traffic to the website, or simply maintaining the Airport's reputation and integrity.

3e. Website Maintenance: Up to 10 hours/month for each – hollywoodburbankairport.com and elevatebur.com

As the Airport's business evolves and grows, it is important to have websites that are dynamic and evolve as needed, inclusive of all content and functionality. Anyone™ will provide the following website maintenance services:

- **Platform/CMS Maintenance**
  - Collaborate with Airport staff on strengthening the Airport's security efforts to prevent potential cyber-attacks on the Airport's websites and overall ICT network.
  - Ongoing maintenance and updating all website plugins, themes, and technologies
  - Cloud backup of website on a weekly basis
  - Constant uptime monitoring to ensure site accessibility
  - Ensuring the site core is running on the latest security technologies, avoiding outdated software that can contain vulnerabilities
  - XML sitemap monitoring to ensure crawl-ability and index-ability by all major engines
  - Meta description updates for consistent snippets in search engine results
  - Optimization of page titles and copy headlines for SEO
  - Regular malware monitoring and removal
  - Deployment of Google Analytics across all pages for accurate usage and audience statistics
  - Ensuring all SSL (secure sockets layer) certificates are up-to-date

- **Content Maintenance**
  - Adding, swapping, or editing new and existing photos and graphics for the websites
  - Adding, editing, or removing copy on the existing sites including articles, reports, contact information, or service/amenity descriptions
  - Expansion or deletion of links within website navigation panels

4. Media Planning & Buying

Media planning and buying involves elements of strategy, negotiations, and purchasing. For social media purchases Anyone™ is required to pay campaign budgets in advance (this is known as ad buys). When planning the inventory to purchase, planners must take into consideration the product being advertised, target audience, and campaign goals.

Anyone™ will strategize, negotiate, purchase, and monitor advertising space on behalf of the Client. Anyone™ will strive to connect with the highest number of people in the approved target audiences at the lowest cost whenever possible.

1. Media—Digital: Budget will allow a consistent buy of programmatic digital ads to be placed month-to-month as part as Anyone™'s continuous digital plan.
2. Media—Print: Budget will allow for smaller local print publications to be supported during certain months, while larger distribution airline publications will be selected and ads placed according to the allocated budget.
3. Media—Social: Budget will play a large role in connecting Anyone™'s specific messaging to potential travelers within all newly created subcategories.

Upon approval, Anyone™ will create a complete media budget. For the purposes of this proposal and based on Anyone™'s media buying and planning experience, Anyone™ will provide a budget range that includes a suggested amount for the remainder of the current fiscal year—beginning July 1, 2025 and ending June 30, 2026.

Media buy dollars are estimated separately from the amortized payment plan hours. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport's overall media spend, which is included in the pricing below.

5. FY 2026 Marketing and Advertising SOW Ongoing Brand Support

Anyone™ will provide continued ongoing brand support as described in the pricing grid (next page) under “Marketing and Advertising SOW (Scope of Work).” Pricing is based on a blended rate of creative hours, account management hours, and production execution hours.

This plan will go into effect upon approval of the budget with a target start date of July 1, 2025.

Ongoing brand support hours are based on a blended, creative, and administrative hourly rate of $275/hr.

FY 2026 Proposed Budget

FY2026 Strategic Development - Creative Services	
1. Research & Development FY26	$30,000.00
2. Strategy/Plan Including Airline Marketing (B2B)	$30,000.00
3. Quarterly Reporting—Progress Report and Analytics Review	$20,000.00
Strategic Development Subtotal:	**$80,000.00**
FY2026 Marketing and Advertising SOW Ongoing Brand Support - Creative Services	
1. Campaign Creation and Executions	$365,000.00
2. Content Creation Digital	
3. Content Creation Print	
4. Content Creation—Events, Presentations, Meetings	
5. Website Updates and Content Creation	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
10. Creative Design, Art Direction, and Graphic Development	
Ongoing Brand Support - 12 Months Subtotal:	**$365,000.00**
FY2026 Advertising/Media Plan/Ad Buying/Promotions	
1. Digital Advertising—Consumer Target—Google AdWords	$90,000.00
2. Print Advertising—Consumer Target	$60,000.00
3. Social Media Advertising/Community Management—Consumer Target —Facebook, Instagram	$110,000.00
Advertising - 12 Month Subtotal:	**$260,000.00**
Website Maintenance	
Maintenance of www.hollywoodburbankairport.com	$25,000.00
Maintenance of www.elevatebur.com	$25,000
Website Subtotal:	**$50,000.00**
Task Orders	
Content creation, production and placement for: promotion of Replacement Terminal; refresh of brand identity – including logo and brand guidelines; and B2B marketing collaborations with airlines for air service development and retention program. Associated meetings and travel.	$240,000.00
Task Orders Subtotal:	**$240,000.00**
FY 2026 Grand Total:	**$995,000.00**

NOTE: Monthly totals may vary per month depending on the campaign strategy development, in other words more budget may be allocated to a different month making one month total budget spend higher and another month total budget spend lower. The spend will never exceed the total allotted media buy budget.

6. Fee Schedule

Upon budget approval the Anyone™ team will provide a recommended fee schedule that will eliminate confusion and make the billing portion of this estimate easy to consume.

7. Timeline & Milestones

Anyone™ understands the pace and project flow may vary based on the Client's needs. Upon approval of this agreement, Anyone™ will be the Client's agency of record for a twelve (12)-month period. A complete milestone calendar will be created upon approval. Anyone™ would recommend a budget review in 6 months for the fiscal year FY26.

Execution Milestones

1. Strategic Airline Marketing FY26 Advertising/Marketing
2. Brand Creative Campaign and Vision
3. Print & Digital Media Campaign
4. Development of Refreshed Brand Identity for RPT
5. Social Media Campaigns/Community Management
6. Website Maintenance
7. Media Planning/Buying
8. Airline, Destination and Event Marketing (B2B) Strategic Planning
9. Airline, Destination and Event Marketing (B2B) Executions
10. Analytics and Reporting

Project Management: *Projects can occur simultaneously. Once approved, a digital project management software will be implemented to assist in overall project management and communications between appointed Client and Anyone™.*

EXHIBIT B
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least $1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT C
Non-AIP Project Federal Requirements

References to "Contractor" in this Exhibit shall be deemed to refer to Consultant.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor

of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

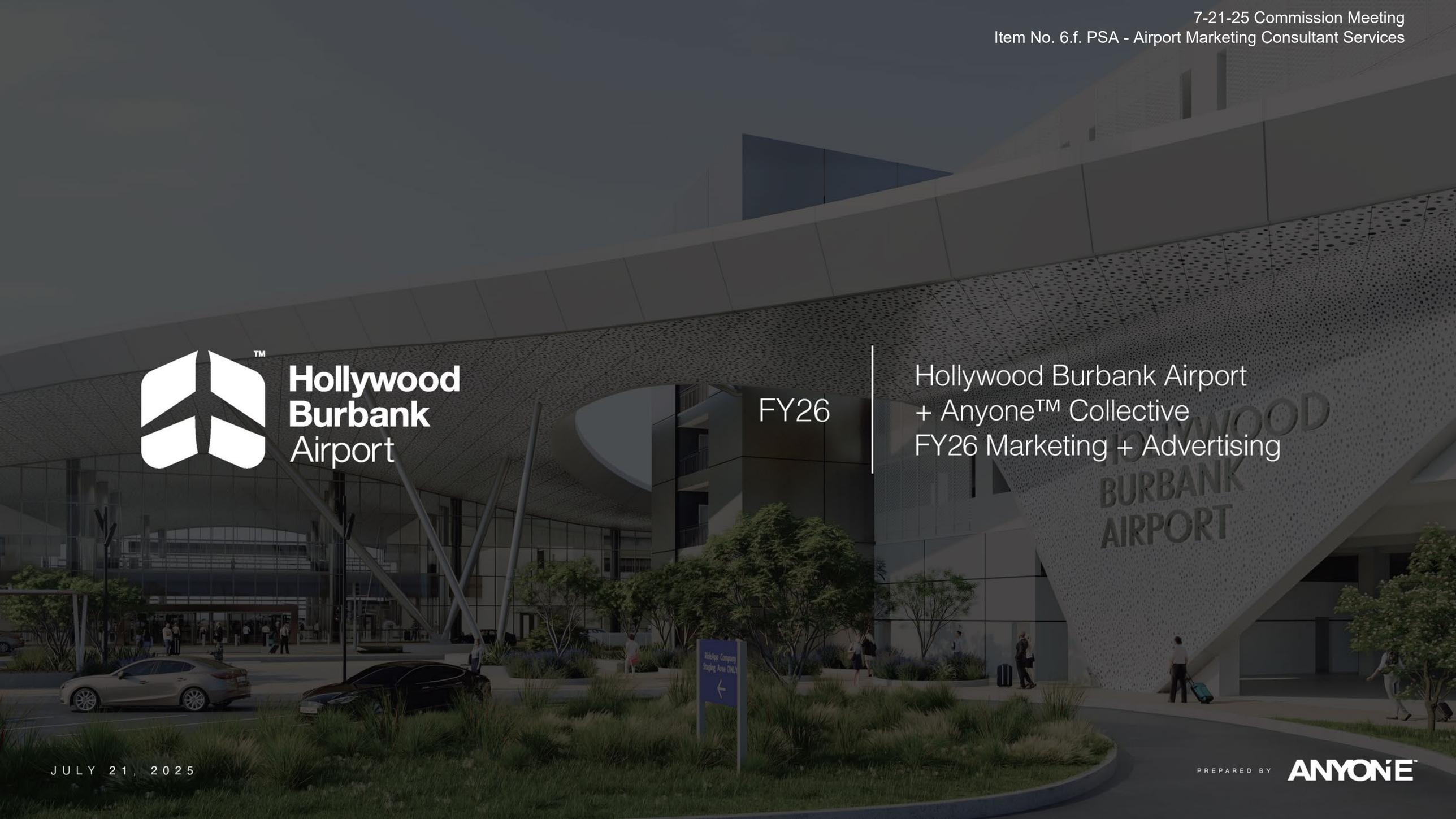
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



Hollywood Burbank Airport™

FY26

Hollywood Burbank Airport + Anyone™ Collective FY26 Marketing + Advertising

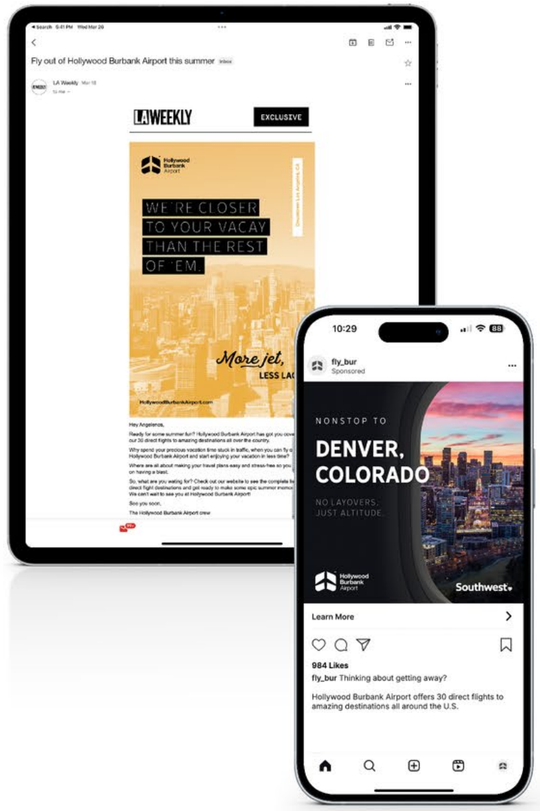
JULY 21, 2025

PREPARED BY ANYONE™

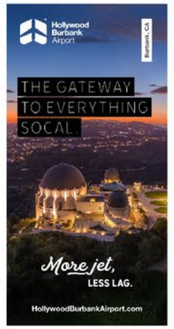
Hollywood Burbank Airport

2025 Advertising

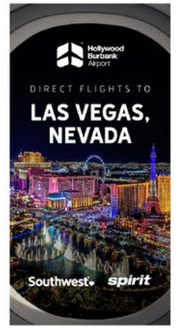
Local and regional advertising in Los Angeles, including print and digital ads strategically targeted both locally and throughout the West Coast, Midwest, and nationally across various publications.

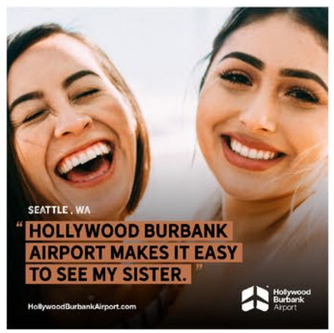


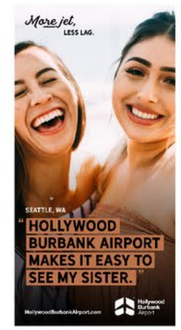
INBOUND ADS



OUTBOUND ADS



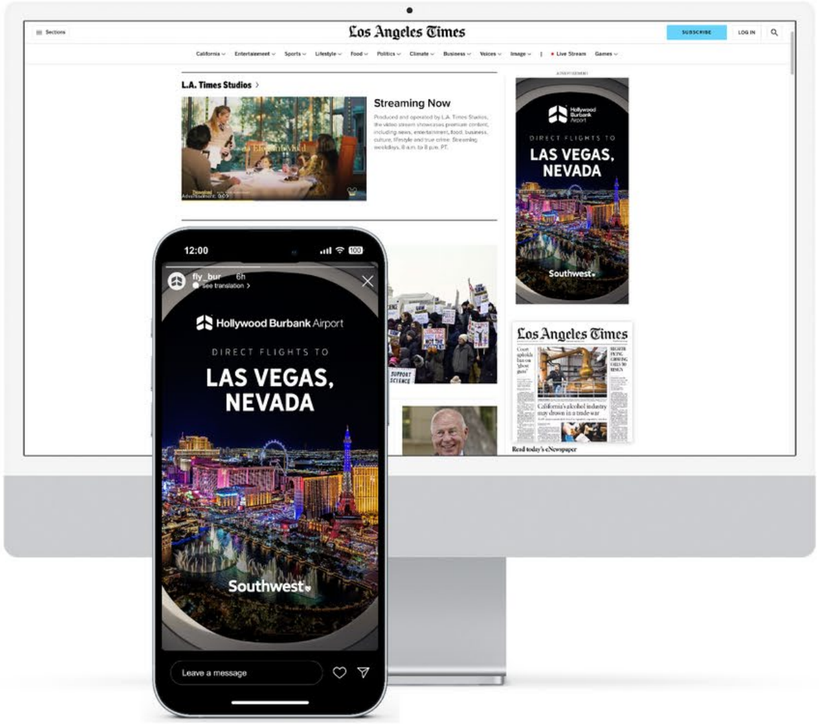


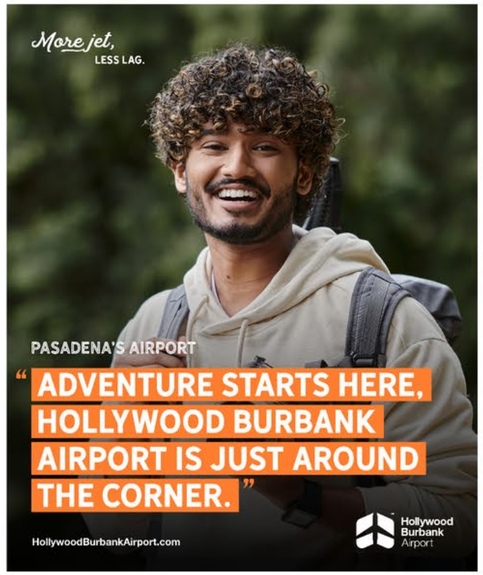


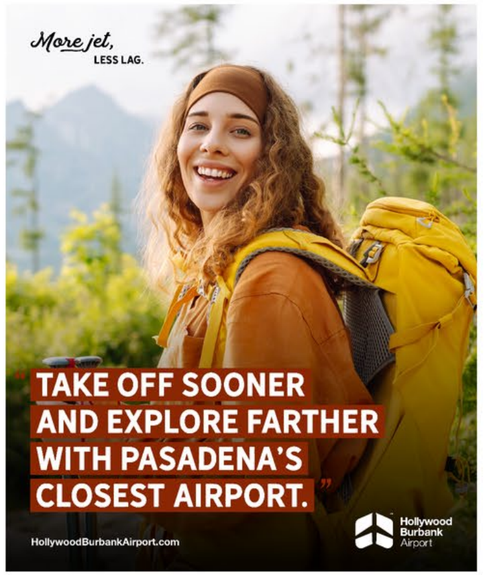
TRAVELERS

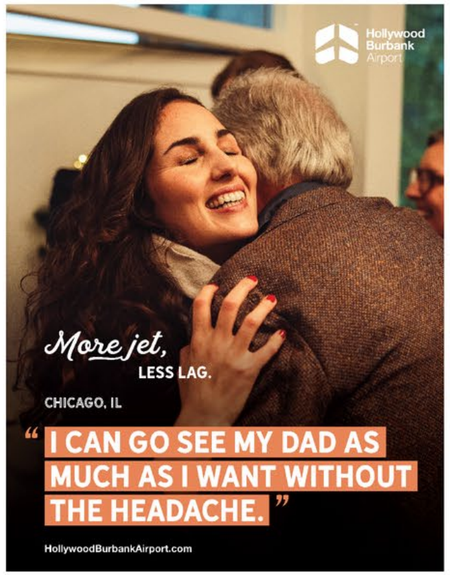
2025 Advertising

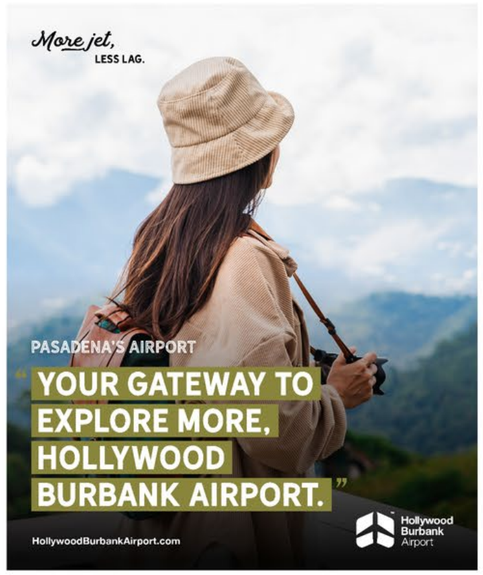
Local and regional advertising in Los Angeles, including print and digital ads strategically targeted both locally and throughout the West Coast, Midwest, and nationally across various publications.

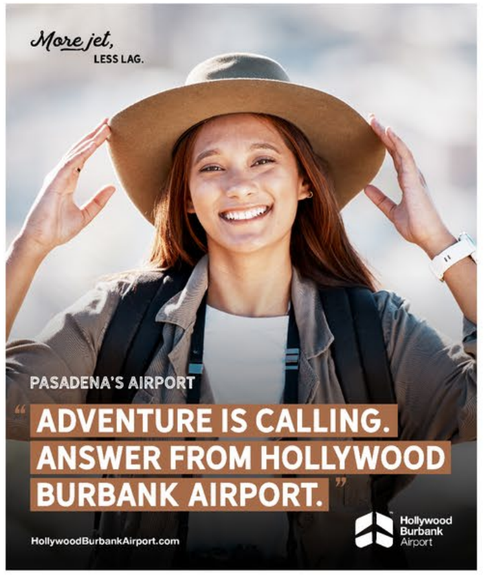












Hollywood Burbank Airport

Awards & Accolades

We are proud to have been recognized for some major marketing and advertising awards recently. There are many people to thank for their hard work in helping our airport get the recognition it deserves and we are proud to get to wear these badges of honor.

Ranked 14 out of 50 top Airports in America.

> "Our list started with more than 450 airports that served at least 1,000 passengers last year. We narrowed it down to the top 50…"
>
> "We took our question to readers, soliciting more than 2,300 responses."
>
> "We learned travelers adore airports that are easy to get to (and through) above all else."

The Washington Post

ACI AIRPORTS COUNCIL INTERNATIONAL

EXCELLENECE IN AIRPORT MARKETING COMMUNICATIONS & CUSTOMER EXPERIENCE AWARDS

2023

HOLLYWOOD BURBANK AIRPORT
OVERALL MARKETING PROGRAMS
MEDIUM AIRPORTS
WINNER

2023

PARTNERING WITH CARRIERS
WINNER

MARCOM AWARDS

MORE JET, LESS LAG
ADVERTISING & MARKETING
CAMPAIGN WINNER

2023 AVA DIGITAL AWARDS GOLD WINNER

MORE JET, LESS LAG
ADVERTISING & MARKETING
DIGITAL CAMPAIGN WINNER

More jet, LESS LAG.™

Daily News

BEST AIRPORT IN
LOS ANGELES SINCE 2021

Hollywood Burbank Airport

Future - FY26

More Jet, Less Lag - Moving from 2025 into to 2026, we will focus on the convenience aspect of the BUR brand as we get ready for a new era at Hollywood Burbank Airport!
"Convenience Elevated" and **“More Jet, Less Lag”** will become more ingrained as the airport’s taglines to emphasize how the new terminal will stay true to the overall pleasant experience guests have enjoyed for years.

More jet,
LESS LAG.™

Hollywood Burbank Airport

Future Events & Targets

As part of our FY26 strategy, Hollywood Burbank Airport will launch targeted campaigns focused on upcoming events and top travel destinations, both locally in the greater Los Angeles area and across the country. By highlighting how BUR offers a simpler, faster, and more convenient travel experience, we aim to position our airport as the smart choice for travelers looking to attend concerts, festivals, sporting events, and seasonal getaways. Whether arriving in LA or departing for a key destination, BUR makes getting there easier than ever.

DESTINATIONS

EVENTS

SPORTS

Points of Interest and Collaborations

Many great and unique locations are close to Hollywood Burbank Airport, including those shown above. We will continue to collaborate with our city pair partners to ensure travelers are aware of the location of our airport in proximity to these renowned POIs. With our local cities' tourism associations, we will continually update promotions of “Things To Do”.

Concerts and Events

Our research shows people travel to see artists or be a part of special events that specifically take place in major metropolitan areas, like Los Angeles. With that, we'll seek out and target potential travelers who should be aware of Hollywood Burbank Airport and its geographic location, in proximity to notable event locations.

Sporting Events

We will ramp up our marketing efforts for major sporting events at every level. From the Olympics, to the professional, collegiate, and college prep levels, our strategy will keep the athletes, their entourages, and the fans aware of why Hollywood Burbank Airport is a win for the best travel experience.

PREPARED BY ANYONE™

Thank you BUR team!

AS ALWAYS, WE APPRECIATE EVERY OPPORTUNITY.

URL
WWW.WEAREANYONE.COM

EMAIL
CONNECT@WEAREANYONE.COM

PHONE
626.768.0803

VISIT US
99 PASADENA AVE. SUITE 1
SOUTH PASADENA, CA 91030

Hollywood Burbank Airport
Replacement Passenger Terminal

Safety

- Work Craft Hours to Date – 1,184,340 Hours
- Safety Orientations to Date – 2,357
- Daily Average Workers Onsite – 760
- Pre-Task-Plans to Date – 8,970
- Site Security Incidents to Date – 0

Current Construction Statistics

- Terminal Concrete Poured to Date – 16,500 cubic yards
- Garage Concrete Poured to Date – 19,100 cubic yards
- Terminal Steel Erected to Date – 4,200 tons
- Total Virtual Design and Construction Clashes Resolved to Date – 10,871

Current Construction Activities

Terminal

- Ongoing Roofing Install
- Ongoing Overhead Mechanical, Electrical and Plumbing Install
- Ongoing Interior Framing
- Ongoing Exterior Skin Install

Garage

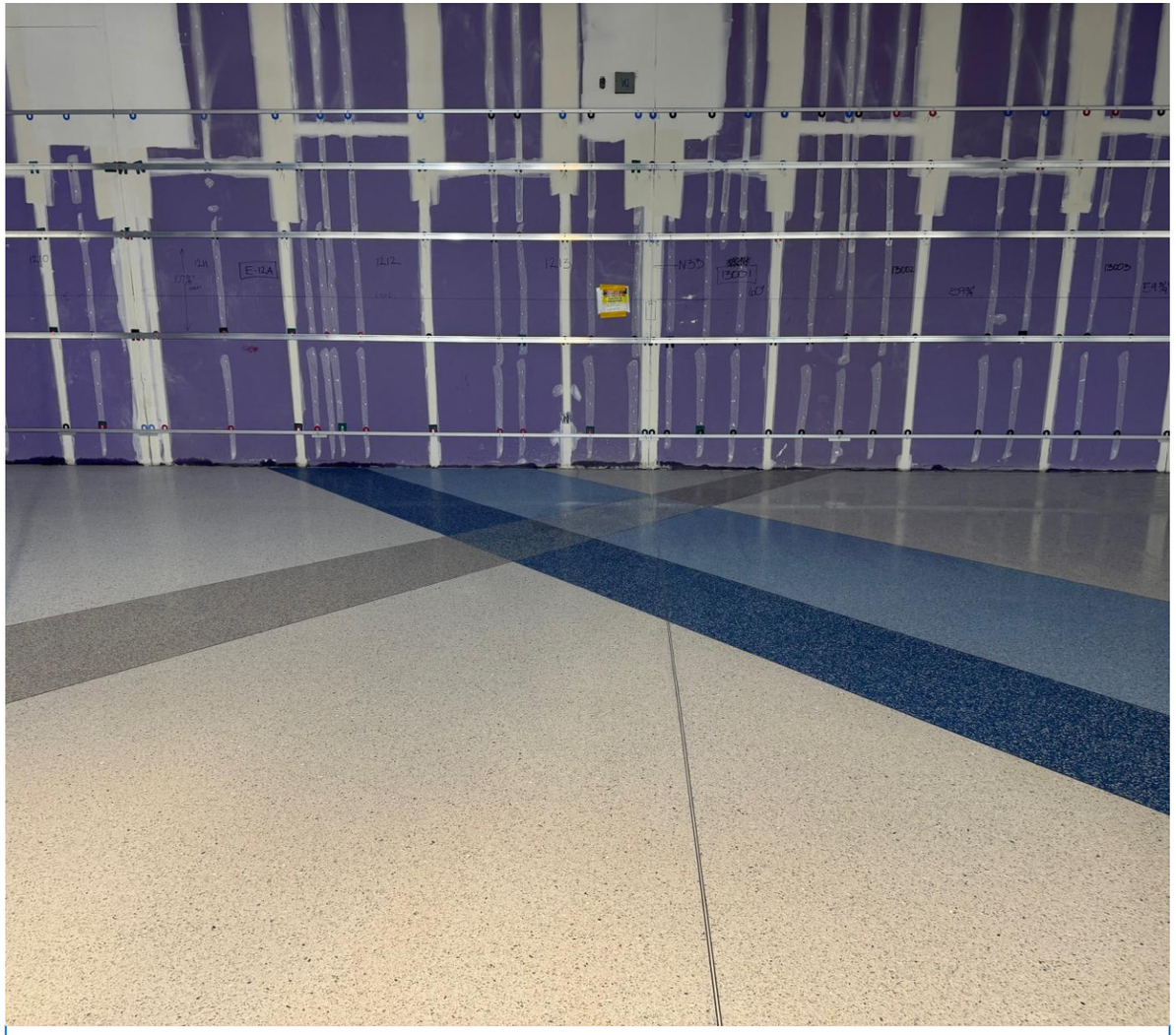
- Ongoing Vertical Construction
- Continued Column Placement
- Ongoing Ramp Construction
- Started Overhead Mechanical, Electrical and Plumbing Install

Civil

- Ongoing Perimeter Moment Slab Install
- Continued Airside Gate Utility Install
- Continued Electrical Ductbank Install
- Started Future Airside Production Paving

Photos

Plaza Rebar



Terminal Concourse Terrazzo

Photos

Terminal Overhead MEP

Civil Paving

Photos

In-Wall MEP Installation

Concourse Glass Installation

Replacement Passenger Terminal Project
Hollywood Burbank Airport

July 2024

July 2025