

Gridley City Council – Regular Meeting Agenda

Monday October 7, 2024; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

“Our purpose is to continuously enhance our community’s vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives.”

The Public is encouraged to attend and participate in person. Comments from the public on agenda items will be accepted until 4 pm on October 7th, 2024, via email to csantana@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration.

You may view using the following link, ID, and passcode:

<https://us06web.zoom.us/j/87579647204?pwd=DiYlXaj5hapQX34NOcbZplbbzA2BSb.1>

Webinar ID: 875 7964 7204

Passcode: 239242

Or Telephone:

+1 669 444 9171 US

+1 253 215 8782 US

CALL TO ORDER - Mayor Farr

ROLL CALL

PLEDGE OF ALLEGIANCE – Councilmember Calderon

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES

- Pamela Roberts, Administrative Secretary
- Amanda Kaelin, Recreation Coordinator
- Jason Garringer, Police Lieutenant

COMMUNITY PARTICIPATION FORUM - *Members of the public may address the City Council on matters not listed on the agenda. The City Council may not discuss nor take action on any community participation item brought forward by a member of the community. Comments are requested to be limited to three (3) minutes.*

CONSENT AGENDA

1. City Council Minutes Review

City Council Meeting Minutes Dated September 16th, 2024

Recommended Action(s):

- a. Approve the September 16th, 2024 regular Council meeting minutes

2. City Contribution

Review Requested GIBT Donation

Recommended Action(s):

- b. Approve the request from the G.I.B.T. for financial support for the 2024 tournament in the amount of \$1,500

ITEMS FOR CONSIDERATION

3. City Abatement of Property

Verbal Update by City Attorney on Progress of Health and Safety Code Receiverships concerning 110 Virginia Street and 390 Virginia Street

Recommended Action(s):

- a. Receive report from City Attorney

4. Investment Agreement

Authorize the City Administrator to enter into an agreement with Meeder Investment Group

Recommended Action(s):

- a. Authorize City Administrator to sign the contract to enter into an agreement with Meeder Investment Group with the cost being .10% of the amount Meeder would be investing on behalf of the City
- b. Authorize the City Administrator and Finance Director to make investment allocations/updates to the City of Gridley's Investment Portfolio

5. Purchase Agreement

Purchase of Recreation Software for City Recreation Events

Recommended Action(s):

- a. Authorize City Administrator to sign a contract with ACTIVENet Recreation Management Software in the amount of \$10,455

- b. Approve Resolution 2024-R-038: Authorizing the supplemental appropriation

6. Ordinance Review

Annual Review of City Ordinance 838-2022, Gridley Police Department Policy #706 and Gridley Police Department Military Equipment Report 2023 and Inventory for 2024

Recommended Action(s):

- a. Review of City’s current Military Equipment Use Ordinance 838-2022
- b. Review Gridley Police Department’s Policy #706 and Gridley Police Department Military Equipment Report 2023 and Inventory for 2024 to determine whether the Department’s use of the defined military equipment in the past year complied with the Policy,
- c. Determine whether to continue with the adopted Ordinance and Policy, or act to modify the Policy or repeal the Ordinance

7. Memorandum of Understanding

Review of MOU with Butte County for the use of VEOCI, an emergency operations center command and control software to be used for disaster events and other large scale public events for coordination and document creation and retention, effect from date of execution through August 31, 2027.

Recommended Action(s):

- a. Authorize City Administrator to enter into the memorandum of understanding with Butte County for VEOCI Software in the amount of \$729.19 for year one, \$803.93 for year two and \$765.65 for year three

COUNCIL COMMITTEE REPORTS - *Brief reports on conferences, seminars, and meetings attended by the Mayor and City Council members, if any.*

CITY ADMINISTRATOR REPORTS - *Brief updates and reports on conferences, seminars, and meetings attended by the City Administrator, if any.*

DEPARTMENT UPDATE REPORTS –

- A. Police Department from Police Chief, Todd Farr

POTENTIAL FUTURE CITY COUNCIL ITEMS - *(Appearing on the Agenda within 30 days):*

Procurement Policy	10/21/2024
Travel Policy	10/21/2024
Energy Efficiency Contract Review	10/21/2024

CLOSED SESSION

8. Closed Session Discussion with Legal Counsel and Staff Pursuant to Government Code 54956.95 Regarding Liability Claim Against the City of Gridley by Araceli Anguiano
9. Closed session Item with legal counsel pursuant to Government Code 54956.9 – EXISTING LITIGATION – “ScottMcMillan, et al. vs. City of Gridley, Butte County Superior Court Case No. 21CV000451
10. Closed Session discussion with City Administrator pursuant to Government Code 54957 Regarding Public Employment positions of Utility Director and Deputy City Clerk

ADJOURNMENT – adjourning to a regular meeting on October 21st, 2024.

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., October 4th, 2024. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

NOTE 2: REGARDING UNSCHEDULED MATTERS – In accordance with state law, it shall be the policy of this Council that no action shall be taken on any item presented during the public forum or on unscheduled matters unless the Council, by majority vote, determines that an emergency situation exists, or, unless the Council by a two-thirds vote finds that the need to take action arose subsequent to the posting of this agenda.

Gridley City Council – Regular Meeting Minutes

Monday September 16, 2024; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

“Our purpose is to continuously enhance our community’s vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives.”

CALL TO ORDER

Mayor Farr called the meeting to order at 6:00 pm.

ROLL CALL

Present: Farr, Johnson, Roberts, Sanchez

Absent: Calderon

Arriving after roll call: None

Staff Present: Elisa Arteaga, City Administrator
Todd Farr, Police Chief
Landon Little, Deputy City Attorney
Martin Pineda, Finance Director
Dave Harden, City Engineer

PLEDGE OF ALLEGIANCE

Councilmember Sanchez led the Pledge of Allegiance.

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES

Police Chief, Todd Farr, introduced the two new police officers: Tavinder Singh and Abigail Chufar.

COMMUNITY PARTICIPATION FORUM

The public forum was open, and seeing no one was present to speak, was closed.

CONSENT AGENDA

1. City Council Special Meeting Minutes Dated August 5th, August 12th, August 23rd, and City Council Regular Meeting Minutes Dated September 3rd, 2024

ROLL CALL

Motion: Roberts

Second: Sanchez

Action: to approve the consent agenda as presented.

Ayes: Sanchez, Roberts, Farr

Noes: None

Absent: None

Abstain: Johnson

Motion passed, 3-0-1

ITEMS FOR CONSIDERATION

2. City of Gridley Rural Recreation and Tourism Grant Sports Complex Phase 1 Project – Accepting Plans and Specifications for Project 24-02

(Plans may be accessed through the link: [☐ 100% PSE Council Presentation](#))

City Engineer, Dave Harden, presented a PowerPoint that highlighted the details of the Sports Complex Phase 1. Harden explained the grant extension has given the city until June of 2028 to execute all requirements of the grant. With the extension, the City will hold off on some big ticket items while City staff explores additional funding opportunities, one item being the permanent bathroom/concession stands. Temporary bathroom facilities will be provided for the public.

Vice Mayor Johnson expressed he would like City staff to explore the possibility of planning a bike path connecting the Sports Complex to the neighborhoods to the north. City Administrator Arteaga stated staff could investigate funding sources from BCAG and CDBG.

Harden explained that public contracting code requires the plans and specifications for a public project be adopted by the governing body before the project can go out for bid.

ROLL CALL

Motion: Roberts

Second: Johnson

Action: to approve Resolution 2024-R-037 accepting phase 1 plans, work details and specifications for the Sports Complex project.

Ayes: Sanchez, Roberts, Farr, Johnson

Noes: None

Absent: None

Abstain: None

Motion passed, 4-0

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Johnson reported on his attendance at the Butte County Mosquito and Vector Control meeting.

CITY ADMINISTRATOR REPORTS

City Administrator Arteaga reported on her attendance at the NCPA Facilities meeting and also reported on a meeting with PG&E representatives.

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30 days):

Procurement Policy	10/7/2024
Travel Policy	10/7/2024
Energy Efficiency Contract Review	10/7/2024

CLOSED SESSION

3. Closed Session Discussion Public Employment: City Planner - Cal. Gov. Code Section 54597

ROLL CALL

Motion: Roberts

Second: Johnson

Action: authorize City Administrator to negotiate a conditional offer for Planning Services.

Ayes: Roberts, Johnson, Sanchez, Farr

Noes: None

Absent: Calderon

Abstain: None

ADJOURNMENT

With no further items left to discuss, Mayor Farr adjourned to the next regular meeting on October 7th, 2024.

Elisa Arteaga, City Administrator

City Council Agenda Item #2
Staff Report

Date: October 7, 2024
To: Mayor and City Council
From: Elisa Arteaga, City Administrator
Subject: G.I.B.T Donation

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully recommends that the Gridley City Council approve the request from the Gridley Invitational Basketball Tournament (G.I.B.T.) for financial support of the 2024 event, scheduled for December 12-14, 2024. This request was preliminarily approved and earmarked during the FY 2024/25 budget study sessions.

Background

G.I.B.T is holding their annual basketball tournament this year celebrating “70 Years of Outstanding Basketball” in Gridley. The tournament serves as one of the largest and most competitive basketball tournaments in Northern California, bringing in teams, coaching staffs and families into Gridley from all over the Northern California region promoting business for our local restaurants and shops.

In the recent years, the City of Gridley has supported the Gridley Invitational Basketball Tournament. In 2023 the City contributed to the G.I.B.T and made donations to other community organizations and causes. This year, the G.I.B.T has requested a \$1,500 contribution to help fund the event.

Fiscal Impact

In this year’s budget, the City of Gridley has established a line item of \$12,000 for contributions, of which \$1,500 was earmarked for the G.I.B.T contribution.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to supporting the activities of important community organizations and promoting a growing local economy.

Attachment

GIBT 70th Anniversary Sponsor Package Information Sheet

GRIDLEY INVITATIONAL BASKETBALL TOURNAMENT

70th ANNIVERSARY – DECEMBER 12th, 13th, & 14th

SPONSOR PACKAGE INFORMATION SHEET

△ Major Sponsor: \$1,500.00

- ◇ Newspaper Advertisement
- ◇ Sponsor Name listed on the **front or back** of the Tournament Program and a Full-Page Ad in the Tournament Program
- ◇ Large sponsor sign displayed on the gym wall throughout the boys' and girls' basketball season (size approximately 4 x 8 feet)
- ◇ Large sponsor sign displayed on the gym wall during the Butte County Fair
- ◇ Business name will be announced as a sponsor several times nightly throughout the tournament
- ◇ Radio Time or Ad on a local radio station
- ◇ 6 Season Passes to all Home Basketball Games for the entire 2024-2025 Season (Boys & Girls) **excluding playoffs.**
- ◇ 6 Tournament Passes to the GIBT
- ◇ 6 passes to the Friday Night Hospitality Party at the Moose Lodge

Additional GHS Boys Basketball Season Sponsorship

- Half Page Program Ad \$200
- Quarter Page Program Ad \$100
- Business Card Program Ad \$50

△ Gold Sponsor: \$500.00

- ◇ Full Page Ad in the Tournament Program
- ◇ Large sponsor sign displayed on the gym wall throughout the boys' and girls' basketball season (size approximately 4 feet x 4 feet)
- ◇ Large sponsor sign displayed on the gym wall during the Butte County Fair
- ◇ Business name will be announced as the sponsor of at least one game per night
- ◇ 4 Season Passes to all Home Basketball Games for the entire 2024-2025 Season (Boys & Girls) **excluding playoffs.**
- ◇ 4 Tournament Passes to the GIBT
- ◇ 4 passes to the Friday Night Hospitality Party

Additional GHS Boys Basketball Season Sponsorship

- Half Page Program Ad \$200
- Quarter Page Program Ad \$100
- Business Card Program Ad \$50

△ Blue Sponsor: \$250.00

- ◇ Half Page Ad in the Tournament Program
- ◇ Sponsor sign displayed on the gym wall throughout the boys' and girls' basketball season (size approximately 3 feet x 3 feet)
- ◇ 2 Season Passes to all Home Basketball Games for the entire 2024-2025 Season (Boys & Girls) **excluding playoffs.**
- ◇ 2 Tournament Passes to the GIBT

Additional GHS Boys Basketball Season Sponsorship

- Half Page Program Ad \$200
- Quarter Page Program Ad \$100
- Business Card Program Ad \$50

For More Information Contact: Chris McIntire
1507 Larkin Road
Gridley, CA 95948
(530) 682-6610 cell

Please make checks payable to: “GIBT” and mail to the above address.

Thank you for your support!

Item #3

Verbal Update by City Attorney on Progress of Health and Safety Code Receiverships concerning 110 Virginia Street and 390 Virginia Street

Recommended Action(s):

Receive report from City Attorney

City Council Agenda Item #4
Staff Report

Date: October 7, 2024
To: Mayor and City Council
From: Martin Pineda, Finance Director
Subject: Authorize the City Administrator to Enter into an Agreement with Meeder Investment Group

X	Regular
	Special
	Closed
	Emergency

Request

Staff respectfully requests the City Council to allow the City Administrator to sign a contract with Meeder Investment Group and to allow the City Administrator and Finance Director to make investment allocations/updates to the City of Gridley's Investment Portfolio.

Background

The City of Gridley has cash available that is not earning any interest. Meeder Investment is an agency that specializes in delivering personalized, hands-on investment portfolios for public agencies. They have experienced and knowledgeable staff that review market trends and securities to maximize profits.

Benjamin Sehy from Meeder, recently gave a presentation on what his firm can do for the City to maximize profits.

The current City of Gridley Investments are as follows:

- Certificate of Deposits (4 CDs)
- Local Agency Investment Fund
- Wells Fargo Savings Account
- California Asset Management Program (CAMP)

Aside from investing, Meeder provides the following services:

- Investment Policy Review
- Cash Flow Analysis
- Portfolio Management
- Reconciliations
- Reporting – Monthly, Quarterly, Annual
- Compliance Monitoring
- Credit Analysis
- Online portal
- Meetings/Staff Training/Education

Recommendation:

Due to the volatility of the market in recent years, I am recommending allowing the City Administrator to sign a contract with Meeder Investment Group. City Management staff will meet and allocate the appropriate amount of funds for Meeder to manage.

Financial Impact

Costs would be .10% of the amount Meeder would be investing on behalf of the City of Gridley, with a minimum charge of \$10,000 annually.

Attachment:

MPF Investment Management Agreement- City of Gridley 2024
US Bank CUSTODY APPLICATION FORM-City of Gridley



Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement (“Agreement”) is effective as of the date executed by and between Meeder Public Funds, Inc. (“Meeder”), its applicable affiliates, and the undersigned account owner (“Client”).

1. **Investment Management Services.** Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement (“Account”). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian (“Custodian”). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions.** Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client’s responsibility to inform Meeder in writing of any changes or modifications to these directions, which shall be given ten days in advance of any such change.

6. **Brokerage.** Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder’s primary consideration will be the broker’s ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation.** Meeder may aggregate trades for multiple clients when, in the adviser’s judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Promoter Arrangements.** Meeder accepts Clients referred through unaffiliated third parties ("Promoters") and may pay cash compensation for the endorsement of Meeder's services, which provides the Promoter with an incentive to refer clients. Clients will not incur any additional fees for being referred to Meeder by a Promoter. Clients that engage Meeder as their investment adviser as a result of a referral by a Promoter will receive a written Promoter disclosure statement describing the nature and terms of the arrangement, including the amount payable to the Promoter.

10. **Local Government Investment Pools.** Where appropriate, Meeder may recommend the use of local government investment pools in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in these pools are not included among eligible assets when calculating the investment advisory fee. Because Meeder or its affiliates receive fees in connection with programs we sponsor or recommend, use of these programs presents a conflict of interest.

11. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third parties for endorsing or recommending certain financial products to its clients. This arrangement presents a conflict of interest because it provides Meeder with an incentive to solicit and secure participation in the program. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

12. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

13. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2 and amendments thereto, and other general communications delivered to Client's electronic mail address of record. Delivery of communications to Clients in this fashion will be deemed effective unless Meeder is notified otherwise. Client is responsible for maintaining an accurate and up to date email address and to ensure that Client at all times has the ability to receive communications directed in this manner.

14. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

15. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

16. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

17. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's

behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

18. **Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

19. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

20. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

21. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

22. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict or choice of law provisions of that State.

23. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

24. **Affiliates.** To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.

CITY OF GRIDLEY

BY

BY

TITLE

TITLE

SIGNATURE

SIGNATURE

DATE

DATE



Meeder Public Funds

Schedule of Fees

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

Discretionary Accounts	
Assets Under Management	Annual Advisory Fee
Up to \$25,000,000	0.10%
\$25,000,000 - \$50,000,000	0.08%
\$50,000,000 - \$100,000,000	0.06%
Over \$100,000,000	0.04%

Investment advisory fees are subject to a minimum fee of \$10,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients who utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01%. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian at any time and upon 30 days' notice in writing of the change to Client.

FEE SCHEDULE FOR CLIENTS OF: MEEDER INVESTMENT MANAGEMENT

DOMESTIC MARKET VALUE FEES: 0.75 BPS

CUSTODY SERVICES

- | | |
|---|---------------------------------------|
| ■ Safekeeping of assets | ■ Corporate action processing |
| ■ Transaction settlement | ■ Proxy distribution |
| ■ Automated Cash Management (ACM) (Sweep) | ■ Securities pricing |
| ■ Online account access | ■ Consolidated accounting & reporting |

ITEMIZED FEES

- | | |
|-----------------------------------|------------|
| ■ Domestic trades | ■ Included |
| ■ Mutual funds transactions | ■ Included |
| ■ Security holding fees | ■ Included |
| ■ Cash receipts and disbursements | ■ Included |

SERVICE AND FEE ASSUMPTIONS

- The above description of custody services is provided for convenience only. For a complete description of services that USBNA expects to provide to the Account, see the Account's governing custody agreement. In the event of any inconsistency between the above description and such agreement, such agreement prevails with respect to the powers, rights, and duties of USBNA.
- Market value fees are calculated on the average daily balance and charged to the Account monthly.
- The Account does not hold plan or IRA assets.
- USBNA does not have discretion to invest the Account's assets and does not provide recommendations on acquiring, holding, disposing of, or exchanging such assets or selecting investment advisers or managers with respect thereto. The Investment Adviser has sole discretion to invest the Account's assets and is (i) registered as an investment adviser with the U.S. Securities and Exchange Commission or state securities agency where it has its principal place of business or (ii) acting in a fiduciary capacity under 12 CFR Part 9 or state law.
- The sweep vehicle designated for the Account is a fund sponsored by a USBNA affiliate or is a USBNA deposit.
- USBNA may amend this Fee Schedule by delivering an amended and restated Fee Schedule or another written notice to the Account's owner (the "Customer"). Such amendment will be effective thirty (30) calendar days after such delivery.
- The Customer acknowledges that the Customer (i) has received, read, and understands USBNA's Mutual Fund Compensation Disclosure and a fully-executed copy of the Account's governing custody agreement and (ii) may contact the Customer's Relationship Manager at USBNA regarding that disclosure and agreement, this Fee Schedule, and any transaction reflected on an Account statement.
- For global accounts, proxy out of pocket fees are assessed to the account at the then current rate.

The Client hereby executes this Fee Schedule as of this _____ day of _____, 20_____.

Client: City of Gridley

By: _____
(Signature of Client's authorized signer)

(Printed name of Client's authorized signer)

Its: _____
(Title of Client's authorized signer)





Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990) • Copy of government issued photo ID for authorized signers and beneficial owners (see page 3) • Signed fee schedule • Transfer authorization form (if applicable)

Return to: ria.newaccounts@usbank.com

Please complete every section.

Account Owner Information

Entity Name

Account title (If different than name above)

Address (Cannot be a PO Box) Designated Agent (Advisor Name) Meeder Investment Management

City, State, Zip

Tax I.D. NAICS Code: www.census.gov/eos/www/naics

Phone number (required): (To be used for disbursement authorization, see agreement section)

Are there other DBA or trade names used for the same legal entity? YES NO If YES, please provide names:

Check appropriate box for federal tax classification: Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Exempt payee code (if any) Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Other (see instructions) Government

What is the ownership structure of the entity?

Majority Owned by Government (Provide website address): Federally or State Regulated Domestic Financial Institution (Provide regulator): Publicly Traded on a Domestic Exchange (Provide Ticker Symbol):

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: YES NO If NO, please submit a W-8 BEN and state the Customer's country of residence or principal registration: (Note: If no is marked and a W-8 is provided the IRS section on pg. 5 does not apply)

2. Is the entity headquartered outside the United States? YES NO If YES, what country is it located in:

3. Are there physical locations or business addresses for the entity outside the U.S. YES NO If YES, list addresses:

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Entity. (Provide specific information about the entity's business activities).

2. Purpose of the account. (Please provide the reason the Customer is establishing the custody account).

3. Entity's annual revenue. (\$)

4. Entity's primary source of revenue.

Customer Background and Anticipated Activity (cont.)

5. Entity's source of funds for initial and future funding (if any) (Check all that apply):
- Group savings and/or investments Earnings from profession or business Sale of business Insurance proceeds
- Charitable donation or gifts Corporate assets or investments Other: _____
6. From where will **initial funding** for this account originate (Answer all that apply):
- Domestic predecessor bank trustee or custodian: name of institution _____
- Domestic predecessor broker/dealer custodian: name of institution _____
- Foreign predecessor bank or broker/dealer: name of institution _____
- Additional Investors _____
- Initial funding - no existing assets held elsewhere
- Other _____
7. From where will **ongoing funding** for this account originate (Answer all that apply):
- Domestic predecessor bank trustee or custodian: name of institution _____
- Domestic predecessor broker/dealer custodian: name of institution _____
- Foreign predecessor bank or broker/dealer: name of institution _____
- Additional Investors _____
- Other _____
8. Method of initial and ongoing funding for this account to be transmitted by (Check all that apply):
- Wire transfer Transfer from existing U.S. Bank Account Check(s) In-kind transfer from predecessor custodian or trustee
- Foreign wire transfer Other _____
9. Transactions
- a) Anticipated number of cash transactions in and out of the account, per year: 0-10 11-50 51-100 100 +
- b) Anticipated dollar range of cash transactions: \$0-\$5,000 \$5,001- \$10,000 \$10,001- \$20,000 \$20,001- \$50,000
- \$50,001- \$100,000 \$100,001- \$500,000 \$500,001+
- c) Method of disbursements. Check all that apply. Wire Check ACH Transfer to another U.S. Bank account
- d) Will any disbursements be sent outside the United States? YES NO
- If YES, please list countries:
10. Trading
- a) Anticipated number of trades in and out of the account, per year: 0-10 11-50 51-100 100 +
- b) Anticipated dollar range of trade transactions: \$0-\$5,000 \$5,001- \$10,000 \$10,001- \$20,000 \$20,001- \$50,000
- \$50,001- \$100,000 \$100,001- \$500,000 \$500,001+

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.

- Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- First In First Out ("FIFO")** – Shares are sold from tax lots having the earliest federal tax acquisition date.
- Last In First Out ("LIFO")** – Shares are sold from tax lots having the most recent federal tax acquisition date.
- Highest Federal Cost First Out ("HIFO")** – Shares are sold from tax lots having the highest federal tax cost per share.
- Lowest Federal Cost First Out ("LOFO")** – Shares are sold from tax lots having the lowest federal tax cost per share.
- Specify Tax Lot** – Shares are sold from tax lots that you specify.
- Average Federal Tax Cost** – Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.
- Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

- Consent to Disclosure Objection to Disclosure

Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (*check only one*):

- U.S. Bank Liquidity Plus (Bank List:IAS) CUSIP:
- U.S. Bank Non-Interest- Bearing Deposit
- Other
- First American Government Obligations Fund Class Z
- Other Mutual Fund's Ticker Symbol (Consult with Designated Agent to see what options may be available)

For terms, conditions, and disclosures relating to the end-of-day cash sweep options above, see the Agreement below.

If the foregoing does not designate one and only one sweep investment option (or there is (a) incomplete information in "Other", or (b) a sweep designation that the Designated Agent and Bank have not established as an option for your Account) then Customer is deemed to have designated the

U.S. Bank Liquidity Plus sweep.

The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The following codes identify payees that are exempt from backup withholding:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly". If Annually is the only frequency selected, client will also receive Quarterly statements.

Name	<input type="text"/>	Phone Number	<input type="text"/>
Address	<input type="text"/>	City, State Zip	<input type="text"/>
Email	<input type="text"/>	Existing PIVOT ID	<input type="text"/>

Statement Frequency: Monthly Quarterly Annually **Delivery Method:** Print Online Print and Online

Name	<input type="text"/>	Phone Number	<input type="text"/>
Address	<input type="text"/>	City, State Zip	<input type="text"/>
Email	<input type="text"/>	Existing PIVOT ID	<input type="text"/>

Statement Frequency: Monthly Quarterly Annually **Delivery Method:** Print Online Print and Online

Name	<input type="text"/>	Phone Number	<input type="text"/>
Address	<input type="text"/>	City, State Zip	<input type="text"/>
Email	<input type="text"/>	Existing PIVOT ID	<input type="text"/>

Statement Frequency: Monthly Quarterly Annually **Delivery Method:** Print Online Print and Online

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf.

Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>

Agreement and Signature

By signing this Application, I hereby:

- acknowledge receipt of a copy of this Application, and the Custody Agreement
- acknowledge that the Custody Agreement is incorporated herein by reference
- agree to the terms and conditions of this application and Custody Agreement
- acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
- agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

- "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.
- A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure..

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person; and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer's Name (please print)	<input type="text"/>	Signature	<input type="text"/>
Title (please print)	<input type="text"/>	Date	<input type="text"/>

To Be Completed By U.S. Bank

Signer's Name (please print)	<input type="text"/>	Signature	<input type="text"/>
Title (please print)	<input type="text"/>	Date	<input type="text"/>

Custody Agreement- CIP Exempt

This Custody Agreement (the “Agreement”) is between the entity appearing as Customer on the Application above (the “Customer”), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota (“Bank”).

The parties hereby agree as follows:

SECTION 1: DEFINITIONS

- 1.1 “Account” means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2 Accounting Standards” means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.
- 1.3 “Assets” means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4 “Cash-flow Analysis” means a periodic written analysis of Customer’s cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.5 “CFR” means the Code of Federal Regulations.
- 1.6 “Client-controlled Asset” means an asset that is neither registered in the name of Bank or Bank’s nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.
- 1.7 “Code” means the Internal Revenue Code of 1986, as amended.
- 1.8 “Depository” means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.
- 1.9 “DTC” means the Depository Trust Company.
- 1.10 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- 1.11 “Guidelines” means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time
- 1.12 “Harm” means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys’ and other professional fees), fines, interest, liabilities, losses, penalties, stockholders’ assessments (asserted on account of asset registration), and taxes.
- 1.13 “Indemnified Person” means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.14 “Investment Advice” means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account’s portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.15 “Investment Company Act” means the Investment Company Act of 1940, as amended.
- 1.16 “IRS” means the Internal Revenue Service.
- 1.17 “Legal Action” means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.
- 1.18 “Messaging System” means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19 “Plan-assets Vehicle” means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).
- 1.20 “SEC” means the United States Securities and Exchange Commission.
- 1.21 “State” means the State of Minnesota.
- 1.22 “Statement Recipient” means Customer and anyone else Customer so designates.
- 1.23 “Sub-account” means a separate portion of the Account.

SECTION 2: APPOINTMENT AND ACCEPTANCE

- 2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.
- 2.2 Establishment of Account.
- 2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.
- 2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:
- 2.2.2.1 Customer holds good and valid legal title to all Assets.
- 2.2.2.2 None of the Assets is (i) an asset of any “plan” as defined in ERISA Section 3(3); any “plan” as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.
- 2.2.2.3 Customer is neither (i) an “investment company” that is subject to registration with the SEC under the Investment Company Act, (ii) an “investment company” that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.
- 2.2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.
- 2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.
- 2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

- 3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.
- 3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer’s independent auditors to inspect during Bank’s regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

- 4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.
- 4.2 Customer has designated the frequency of Account statements in the Application.
- 4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.
- 4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).
- 4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.
- 4.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

- 5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.
- 5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.
- 5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.
- 5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.
- 5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
- 5.7 Distribute Assets as set forth herein.
- 5.8 Safe-keep Assets as set forth herein.
- 5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.
- 5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.
- 5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.
- 5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.
- 5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.
- 5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6: PURCHASES

- 6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

SECTION 7: SALES

- 7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8: SETTLEMENTS

- 8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor.

(ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

SECTION 10: LIMITATIONS ON DUTIES

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

- 10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:
- 10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.
 - 10.2.2 Act as trustee of the Assets.
 - 10.2.3 Act as custodian of any assets other than the Assets.
 - 10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).
 - 10.2.5 Provide Investment Advice.
 - 10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.
 - 10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.
 - 10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.
 - 10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.
 - 10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.
 - 10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.
 - 10.2.12 Monitor agents hired by Customer.
 - 10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.
 - 10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

- 11.1. Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.

- 11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.
- 11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.
- 11.4 Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.
- 11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.
- 11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.
- 11.7 In the event that the Designated Agent directs Bank to send data elements listed under the U.S. Bank Information Security Policy as U.S. Bank Customer Confidential Data Elements and other regulatory protected data (collectively, "Protected Data") using something other than Bank's own secure encryption transmission mechanism ("Bank Encryption"), Customer agrees that (a) Bank has no responsibility or liability for questioning, evaluating, or monitoring any vendor, software, or process utilized by the Designated Agent to send Protected Data, (b) any substitute for Bank Encryption that the Designated Agent directs Bank to use is deemed to be at least as protective as Bank Encryption regardless of the vendor, service, or process used, and (c) Bank is fully released, held harmless, and indemnified by Customer in all aspects relating to any direction from the Designated Agent to communicate information about the Account without using Bank Encryption.
- 11.8 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

SECTION 12: FEES AND EXPENSES

- 12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.
- 12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).
- 12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.
- 12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

SECTION 13: RELEASE

- 13.1 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.
- 13.2 To the extent permitted by law, Customer shall be solely liable for its own actions that result in any obligation, loss, claim, and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without Limitation, expenses, penalties, and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, the establishment hereunder of the Account, the acceptance of the Assets deposited therein and the acquisition of any Assets to be purchased hereunder, the retention of such Assets or the proceeds thereof, and any sale, transfer or other application of Assets by Bank in accordance with directions received from Customer, provided, however, that Customer shall not indemnify the Bank for any Losses arising out of this Agreement, and Customer shall not be liable to Bank for Losses arising out of or resulting from Bank's own willful or negligent conduct. The liability arising under this Section shall survive the termination of this Agreement.

SECTION 14: TERMINATION

- 14.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.
- 14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 15: MISCELLANEOUS

- 15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.
- 15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.
- 15.3 Complete Agreement; Amendment.
- 15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.
- 15.3. Control Agreements. If Customer requests that Bank execute a "control agreement" (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank's lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank's rights under Section 12.4 of this Agreement.
- 15.4 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

15.5 Successors and Assigns.

15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.

15.10 Shareholder Communications Act Election. Customer has made its election in the Application.

15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.

15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

15.16 Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

15.17 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

15.18 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

15.19 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

SECTION 16: PATRIOT ACT

16.1 By signing above, Customer acknowledges that they have received the following important information:

16.2 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.

16.3 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

SECTION 17: Executing Broker Referral

17.1 Bank has created a broker-dealer referral network with various independent broker-dealers. Pursuant to separate agreements between Bank and each broker, Bank has agreed to introduce these brokers to independent registered investment advisers whose clients have, or may have in the future, custody accounts with Bank and who may wish to engage a broker to execute trades and effect securities transactions for its clients' custody accounts. Bank will receive compensation from the relevant broker in connection with such referrals.

17.2 To the extent that transactions for your account are executed by a broker-dealer that participates in Bank's broker-dealer referral network, Bank will receive a referral fee from such broker as described in more detail below:

17.3 **Broker:** Jones Trading

Referral fee payable to U.S. Bank: 50% of the brokerage fees generated by transactions executed on behalf of your account.

17.4 Bank's introduction of independent registered investment advisers to broker is not a recommendation of such broker or its services or in any way an endorsement of such broker or its services. Bank's introduction is based solely upon the broker's agreement to pay the referral fees noted above and Bank's determination that Bank can interface with the broker to provide custody services to the independent registered investment adviser's clients.

17.5 Bank is not affiliated in any manner with any broker that participates in Bank's broker-dealer referral network other than the relationship created by the referral agreement between them.

17.6 For more information regarding the referral arrangement, a current list of broker-dealers that participate in the Bank referral network, and the compensation that Bank expects to receive therefor, please contact your Account's customer service manager.

SECTION 18: FOREIGN ASSETS; FOREIGN CURRENCY EXCHANGE TRANSACTIONS

18.1 Customer hereby directs Bank to convert into U.S. Dollars any entitlement payments received by the Account with respect to foreign securities (such as corporate actions, maturities, income posting, credit interest, or tax reclamation) and execute any foreign-currency exchange transactions with respect thereto through Bank's Foreign-Exchange Department ("USBFX").

18.2 Customer hereby directs Bank to execute any foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account through USBFX, except to the extent market circumstances in certain countries require the use of a global custodian unaffiliated with Bank (an "Unaffiliated Agent")

18.3 Customer hereby acknowledges that Bank receives compensation when Bank executes foreign-currency exchange transactions related to Account assets. Such compensation does not exceed 0.5% of the amount of the foreign-currency exchange transaction.

18.4 Customer hereby acknowledges that an Unaffiliated Agent receives compensation when the Unaffiliated Agent executes foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account. Such compensation may be more or less than the compensation Bank would have received for executing the same foreign-currency exchange transaction.

18.5 Customer hereby acknowledges that investments in foreign securities and foreign-currency exchange transactions entail additional risks, such as default by counter-parties, currency fluctuations, political and economic instability, accounting-translation adjustments, and foreign taxation. Bank has no liability for any risks relating to Customer's investments in foreign securities or foreign-currency exchange transactions.

18.6 Customer understands that the holding of certain foreign securities or American Depositary Receipts ("ADRs") requires disclosure of Customer's personal information to vendors, sub-custodians, or local tax authorities in foreign jurisdictions to avoid tax penalties on such foreign securities or ADRs. Customer consents to any and all disclosures or releases of information by Bank (including private information about Customer, the Account, the amount of holdings) to third parties relating to foreign securities or ADRS and releases, holds harmless, and indemnifies Bank from any cost and all liability for doing so. Bank is not hereby obligated to make any such disclosure to third parties, so any failure to do so shall not constitute a breach hereunder. Customer accepts all risk and loss arising from holding foreign securities and ADRs, including tax consequences, regardless of whether Bank discloses Customer's information to third parties or not.

18.7 Cash held in foreign currency constitutes a direct obligation of the foreign sub-custodian or depository holding such cash and is not

directly or indirectly an obligation of Bank.

SECTION 19: AUTOMATIC INVESTMENT OF END-OF-DAY CASH

Customer's Sweep Direction has been made in the Application. The following provisions apply if the corresponding sweep investment option was selected in the Application.

19.1 U.S. BANK LIQUIDITY PLUS

This Section of the Agreement covers the U.S. Bank Liquidity Plus, disclosures, terms, and conditions ("**Program Terms**") in the event that the U.S. Bank Liquidity Plus Program ("**Program**") is selected as the end-of-day cash sweep option for the Account

19.1.1 Introduction to the Program

The maximum amount of Federal Deposit Insurance Corporation ("**FDIC**") deposit insurance coverage available for funds swept under the Program is currently \$2,500,000, subject to certain exceptions and the ability to place such cash balances, as more fully explained below ("**Deposit Limit**").

The Program sweeps Customer's anticipated end-of-day cash balances in the Account up to the Deposit Limit into money market deposit accounts and transaction accounts at banks that are participating in the Program ("**Program Banks**"). The cash balances that are swept into accounts at Program Banks ("**Deposits**") are insured by the FDIC, subject to the limits described below.

To the extent Customer has cash balances in the Account that are in excess of the Deposit Limit or that are otherwise unable to be fully placed with Program Banks on a given day (for example, if funds are received after amounts are in the process of sweeping to Program Banks or if there is an inability to get funds to a Program Bank), the Program sweeps such excess cash balances into the First American Government Obligations Fund designated in the Application, above ("**Money Market Fund**"). For information about cutoff timing for transfer to Program Banks, contact Customer's account manager. Customer's cash balances that are placed into the Money Market Fund are not insured by the FDIC, but as securities, they are segregated from the assets of Bank.

Bank has appointed Promontory Interfinancial Network, LLC ("**Promontory**") to provide certain services with respect to the operation of the Program. Customer hereby appoints Promontory as Customer's authorized agent pursuant to these Program Terms.

CUSTOMER HEREBY INSTRUCTS BANK TO ALLOCATE THE CASH BALANCES IN THE ACCOUNT PURSUANT TO THE PROGRAM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND CAREFULLY READ THESE PROGRAM TERMS BEFORE ENROLLING IN THE PROGRAM.

19.1.2 Account Eligibility

In order to obtain FDIC insurance on Deposits in the Program, Customer must provide proper and correct tax identification information to Bank.

There is no minimum deposit amount to participate in the Program and no minimum balance to maintain Customer's participation in the Program. There also is no minimum period that Customer's funds must remain on deposit in the Program. There is no penalty or fees for withdrawal of Customer's entire balance, or any part thereof, at any time

19.1.3 Role of Bank and Promontory

Bank is acting as Customer's agent in establishing and maintaining Program Bank accounts, including depositing or placing Customer's funds in and withdrawing Customer's funds from the Program Bank accounts and the Money Market Fund. Customer also appoints Promontory as Customer's agent to effect deposits to and withdrawals from Program Bank accounts.

Bank uses Promontory to allocate Customer's funds to the Program Banks and to perform certain other administrative tasks related to the Program. Promontory is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of Customer's Deposits.

19.1.4 Deposits with Program Banks up to the Deposit Limit

This Section contains the terms and conditions applicable to the sweep of cash balances in the Account up to the Deposit Limit into FDIC-insured Program Banks.

A. Deposits

Customer agrees to have cash balances up to the Deposit Limit automatically deposited into interest-bearing FDIC-

insured omnibus deposit accounts at the Program Banks that hold Customer's and Bank's other customers' funds, and in which Customer will hold a beneficial interest. Except as otherwise provided herein, each business day, Bank, utilizing the services of Promontory, will deposit the cash balances in the Account up to the Deposit Limit to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "U.S. Bank National Association acting as agent

for customer, each acting for themselves and others" or a similar title. To accommodate for accruing interest, the initial amount swept to each Program Bank will be capped at \$249,000. Customer's ownership of Deposits will be evidenced by an entry on records maintained by Bank for each of the Program Banks at which Customer's funds are on deposit. Customer will not be issued any evidence of ownership of a Program Bank account, such as a passbook or certificate. However, Customer's Account statement will reflect Program Bank deposit balance(s).

B. FDIC Deposit Insurance: Operation and Limitations

Customer's Deposits are deposited into interest-bearing omnibus deposit accounts at the Program Banks in a manner currently designed to provide Customer with up to \$2,500,000 of FDIC deposit insurance coverage, subject to certain exceptions described herein. FDIC deposit insurance coverage is normally available for Customer's Deposits up to the FDIC standard maximum deposit insurance amount ("**SMDIA**"), which is currently \$250,000 per legal category of account ownership at each participating Program Bank when aggregated with all other deposits held by Customer in the same Program Bank and in the same legal category of account ownership. Customer's coverage under the Program will be limited to the extent that Customer holds deposits directly, or through others, in the same recognized legal category of ownership at the same Program Banks as Customer holds Deposits through the Program. Thus, the maximum amount of Deposits eligible for FDIC insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Program Banks that Customer has not excluded from receiving Customer's Deposits under the Program, less any funds that Customer may hold in a Program Bank outside of the Program in the same legal category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors ("**Ownership Categories**"). For the purposes of the Program, any custody accounts with the same tax ID will be grouped by types in the following categories for the purpose of determining deposit flow to Program Banks: trusts, personal (sole owner or joint owner), business/government (corporations, partnerships, LLCs, and similar types of entities), and benefit plan accounts (for example, IRA custody accounts, to the extent that Customer has completed additional documentation to enroll such accounts in the Program).

Until Customer's funds are actually received by the Program Banks, Customer's funds may be insured at Bank, or at its Settlement Agent, The Bank of New York Mellon, while they are held by such institution up to \$250,000 in total (to the extent that Customer do not have other deposits with Bank or the Settlement Agent). Promontory, as Customer's agent, allocates Customer's cash balance up to the Deposit Limit among the Program Banks to seek to maximize the potential FDIC deposit insurance coverage available under the Program up to the Deposit Limit.

Bank and Promontory will use commercially reasonable efforts to ensure that no more than \$250,000 of Customer's swept cash balances will be deposited in any single Program Bank through the Program. If Customer holds deposits in a Program Bank outside of the Program, Bank and Promontory will not take those deposits into account in determining whether to allocate Customer's funds in the Program to a particular Program Bank. Because Bank and Promontory would not be aware of deposits made by Customer outside of this Program, Customer is solely responsible for monitoring the total amount of all deposits Customer has at each Program Bank for purposes of calculating Customer's FDIC coverage and directing Bank to exclude particular Program Banks using the form provided.

If, for any reason, the amount deposited in any Program Bank account exceeds the applicable SMDIA, the excess Deposit amount would not be insured by the FDIC. Neither Bank nor Promontory, shall have any liability for any insured or uninsured portion of Customer's Deposits in any of the Program Banks.

The FDIC protects Customer against the loss of Customer's insured Deposits in the event a Program Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. In the event that FDIC deposit insurance payments become necessary, Bank will assist Customer in completing required FDIC paperwork or filing on Customer's behalf by providing Customer's account information to the FDIC. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, Customer may be required to provide certain documentation to the FDIC before insurance payments are made.

For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

C. Program Banks

Customer acknowledges that it has received a list of the Program Banks that will be used for the Account and understands that such is also available at www.usbank.com/LiquidityPlus (or such other web address identified from time to time on Customer's Account statement, "**Program Website**"). Contact Customer's account manager at Bank or Customer's investment manager for the current web address of the Program Website or for questions regarding any change to the

Program Website. Customer may obtain a current list of Program Banks at any time by contacting Bank or visiting the Program Website. Customer's periodic Account statements also list the Program Banks that hold Customer's Deposits

and the amount in each of those Program Banks as of the statement date. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation in the Program, then Customer hereby authorize and direct that Customer's Deposits be moved to another FDIC-insured Program Bank. As such, the Program Banks that hold Customer's Deposits will typically be in the order appearing on the list of Program Banks ("**Bank List**"). Customer understands that the Bank List may change during a statement period. Visit the Program Website frequently to view the current Bank List. If Customer wants to know the Program Banks at which Customer's Deposits are located at any particular time, contact Customer's account manager.

Each Program Bank is a separate FDIC-insured depository institution. Customer can obtain publicly available financial information for all Program Banks at the FDIC's website at www.fdic.gov; or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429-9990 or by phone at 877-275-3342. Neither Bank nor Promontory guarantees the financial condition of any Program Bank, or the accuracy of any publicly available information concerning a Program Bank. Customer expressly consent to Bank, Promontory, and their service providers providing Customer's customer account information to Program Banks for purposes of Customer's involvement in the Program, as required by applicable law or FDIC regulations.

Bank may add additional Program Banks or delete Program Banks without prior notice to Customer. The order of Program Banks on the Bank List may be changed without prior notice to Customer. Cash balances will be automatically deposited in the Program Banks in the order set forth in the Bank List, subject to Customer's instructions to exclude a particular Program Bank and Bank's ability to place such cash balances with a particular Program Bank. Promontory may transfer balances between Program Banks in such manner as it determines to be appropriate and consistent with the objectives of the Program, subject to Customer's instructions to exclude a particular Program Bank. Customer hereby agree to receive notice of Program Bank list changes (additions, deletions, or reordering) by consulting the Program Website periodically or by referencing the Account statement to see a breakdown of where Customer's Deposits in the Program are held.

The Program Bank accounts established by Bank as Customer's agent constitute direct obligations of the Program Bank(s) and are not directly or indirectly an obligation of Promontory. The Program Bank accounts established by Bank as Customer's agent, other than at U.S. Bank National Association are not directly or indirectly an obligation of Bank.

D. Ability to Exclude Program Banks

Customer may exclude any Program Bank from holding Customer's Deposits by notifying Bank using the opt-out form provided by Bank. Requests to exclude a Program Bank typically will be processed on the next business day after received by Bank, or promptly thereafter. If Customer exclude any Program Banks, the maximum level of FDIC insurance available under the Program may decrease.

E. Interest

Customer receives interest on the balance of Customer's Deposits held at the Program Banks. The amount of paid interest applicable to Customer's Deposits will be stated on the Account statement. The interest rate paid to Customer is subject to change at any time. Changes in interest rates applicable to Customer's Deposits will be posted on the Program Website. Bank strongly encourages Customer to regularly check the Program Website for information about current rates or changes, especially whenever the Federal Reserve has announced or is expected to announce a change in rates.

Interest will be posted monthly to the Program Bank account unless an event occurs that results in interest posting sooner. Interest will accrue on deposits from the day they are received in investible form by the Program Bank through the business day preceding the date of withdrawal from the Program Bank. The "daily balance method" is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable annual rate.

The interest rate Customer earns on Customer's Deposits may be higher or lower than the rates available to depositors making non-Program deposits with Program Banks directly, through other types of accounts at Bank, or with other depository institutions in comparable accounts. Customer should compare the terms, rates of return, required minimum amounts, charges and other features of a Deposit with other accounts and investment alternatives.

F. Compensation and Fees

Each Program Bank may profit from the difference between the interest it pays on Deposits and the income it earns on loans, investments, and other business operations.

Each Program Bank may pay Bank and/or Promontory fees for its services related to Customer's Deposits equal to a percentage of the average daily Deposit balance in the accounts at the Program Bank. Bank may share such fees with Promontory. The amount of any fees a Program Bank pays could directly affect the interest rate paid by the Program Bank on Customer's Deposits. The fees paid to Bank and/or Promontory by each Program Bank may vary. Bank and

Promontory may earn a higher fee if Customer participate in the Program than if Customer invest in other investment products.

19.1.5 Money Market Fund Investment for Amounts not Held by Program Banks

This Section contains the terms and conditions applicable to the sweep of any cash balances in the Account into the Money Market Fund. Any cash balance in the Account in excess of the Deposit Limit will not be swept into Program Banks (as described above), but will be swept into the Money Market Fund. Customer's deposits that are placed in the Money Market Fund are not FDIC-insured.

The Money Market Fund is registered with the U.S. Securities and Exchange Commission ("**SEC**") as a registered open-end investment company under the Investment Company Act of 1940 and its shares are registered for public distribution under the Securities Act of 1933. Although the Money Market Fund's net asset value ("**NAV**") is normally expected to be \$1.00 per share, there is no guarantee that the Money Market Fund will be able to preserve the NAV per share and Customer could lose money by investing in the Money Market Fund.

Customer acknowledges that Customer has received the Money Market Fund prospectus and understands the information in the prospectus regarding the Money Market Fund's fees and expenses. U.S. Bancorp Asset Management, Inc. is the Money Market Fund's investment adviser and provides shareholder services, U.S. Bancorp Fund Services, LLC provides

accounting, administration, and transfer-agent services, and Bank is the custodian of the Money Market Fund's assets. U.S. Bancorp Asset Management, Inc. and U.S. Bancorp Fund Services, LLC are affiliated with the Bank. Customer acknowledges that investment advisory, custodial, distribution and other services will be provided, for compensation, to the Money Market Fund by Bank and its affiliates. The fees received by Bank and its affiliates are described in the Money Market Fund prospectus. Please see the prospectus for the Money Market Fund for additional information, including the Money Market Fund's investment objective and strategy and the risks of investing in the Money Market Fund.

CUSTOMER UNDERSTANDS THAT THE MONEY MARKET FUND IS NOT INSURED BY THE FDIC AND THAT THE FUNDS ARE NOT OBLIGATIONS OF NOR GUARANTEED BY BANK, PROMONTORY, ANY OF THEIR AFFILIATES, OR ANY BANK. CUSTOMER FURTHER UNDERSTANDS THAT INVESTMENT IN THE MONEY MARKET FUND INVOLVES RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.

While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available, Bank, Promontory, and the Program Banks are under no such obligation.

19.1.6 Withdrawals

Each business day, as needed to pay for purchases made in the Account or other withdrawals from the Account, Bank or its agent bank will withdraw Customer's cash from the Program Bank accounts and Money Market Fund (if applicable). Customer consents to have Customer's funds automatically withdrawn from the Money Market Fund and/or the Program Bank accounts in the event of a debit in the Account. Withdrawals will generally be processed on a "Last In First Out" basis, meaning the amounts in the Money Market Fund or the lowest Program Bank on Customer's bank list will be withdrawn first.

Under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a money market deposit account or certain transaction accounts. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

Redemption of Customer's holdings in the Money Market Fund (if any) will be processed in accordance with the policies described in the Money Market Fund's prospectus.

Customer cannot directly withdraw funds allocated through the Program from any of the Program Banks or the Money Market Fund.

If Customer request a complete withdrawal or the Account is closed for any reason, Customer may have to wait a period of time for all of the interest to be posted to the Account since interest can only be credited to the Account once interest is credited by the Program Banks to the Program Bank accounts. Depending on when the Program Banks post interest to the Program Bank accounts, there could be a delay between the date of Customer's withdrawal request and the date on which

Customer receives all of the interest that accrued in the Program Bank account up to the effective date of Customer's withdrawal.

19.1.7 Account Statements

Activity with respect to Customer's participation in the Program, including interest earned for the period, dividends received for the period, and the total of Customer's Deposit balances and Customer's shares of the Money Market Fund, will appear on Customer's periodic Custody Account statement. If Customer receives consolidated account statements for multiple accounts, such statement will not include a breakdown by Program Bank. Customer will not receive a separate statement from the Program Banks or the Money Market Fund

19.1.8 Customer's Responsibility to Monitor Automatic Cash Investment Options

Customer is responsible for, and should speak with Customer's investment manager about, monitoring this automatic sweep option for the Account. As returns on the Deposits, the Money Market Fund, Customer's personal financial circumstances and other factors change, it may be in Customer's financial interest to invest in other investment vehicles. Contact Customer's investment manager for other investments that may be available. Bank is not Customer's investment manager and does not exercise any discretion when administering the Program and Customer acknowledges that it has not relied on any investment advice from Bank in selecting the Program for the Account's automatic sweep option.

19.1.9 Risks of the Program

Customer may receive a lower rate of return on funds swept through the Program than on other types of investments. Under Federal regulations, Program Banks are permitted to impose a seven (7) day delay on any request to withdraw Deposits from a money market deposit account or certain transaction accounts; Program Banks may choose to do so at any time. In the event of a failure of a Program Bank, there may be a time period during which Customer may not be able to access Customer's Deposits.

If Customer holds deposits at a Program Bank outside the Program, this may reduce the availability of FDIC insurance for the total amount of Customer's funds held within and outside the Program. If Customer exclude a Program Bank, the amount of deposit insurance available to Customer under the Program (currently \$2,500,000) may decrease.

Customer's investment in the Money Market Fund is not insured by the FDIC and are not obligations of nor guaranteed by Bank, Promontory, or any of their affiliates. Money market mutual funds are subject to investment risks and may lose value, including possible loss of principal. There is no guarantee that money market mutual funds will maintain a stable net asset value. Read the Money Market Fund's prospectus before investing.

19.1.10 Other Terms

Ordinary Care: Customer agrees that any act or omission made by Bank or any Program Bank in reliance upon, or in accordance with, any provision of the Uniform Commercial Code as adopted in the State of Minnesota, or any rule or regulation of the State of Minnesota, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Alternatives to the Program: Customer understands that, at any time, Customer may opt-out of the Program. Consult with Customer's investment manager to opting out of the Program to see what alternatives may be available to Customer. If Customer does not designate a replacement automatic end-of-day cash investment option for the Account that is agreed to by Bank, the amounts in the Account will remain in the Account as non-interest-bearing uninvested cash to the extent that Customer does not manually manage end-of-day cash balances with daily purchase transactions.

Aggregation of Funds in Multiple Accounts: If Customer has more than one custody account in the Program with the same tax identification information and Ownership Category type (for example, personal, trust, business), the funds in all such custody accounts may be aggregated for the purpose of determining how Customer's cash balances are placed in the Program. As a result, the cash balances in each of the custody accounts, when viewed separately, may appear to be placed with Program Banks in a different order than is set forth in the Bank List for each particular custody account. Cash balances placed at Program Banks through multiple custody accounts with the same tax identification information and Ownership Category typically will not rebalance up the Bank List even if another similar custody account's Deposits are fully withdrawn. Customer should review each separate custody account statement together in the aggregate. In the event that Customer has multiple investment managers each handling different custody accounts, each of Customer's custody accounts in the Program may be subject to a different Bank List. If the same Program Bank appears on the Bank List for more than one of Customer's custody accounts in the Program, then to exclude the Program Bank from all of Customer's custody accounts in the Program Customer will need to separately complete the Program Bank opt-out form for each custody account.

Clearinghouse Rules: Unless otherwise provided herein, Bank may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions related to the Program. Customer agree that Bank is not required to notify Customer of a change in those rules, except to the extent required by law.

19.2 U.S. BANK NON-INTEREST BEARING DEPOSIT

This Section of the Agreement applies if the U.S. Bank Non-Interest-Bearing Deposit sweep option is selected as the end-of-day cash sweep option for the Account. Customer hereby acknowledges that uninvested cash is swept to a non-interest bearing deposit account at U.S. Bank National Association for the benefit of Bank's customers. Customer acknowledges that (i) the Non-Interest-Bearing Deposit Account is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits (typically, up to \$250,000 per depositor for all deposits such depositor holds at U.S. Bank National Association).

19.3 OTHER (MUST BE AGREED TO BY BANK AND DESIGNATED ADVISOR; MAY IMPACT ACCOUNT FEES)

19.3.1 This Section of the Agreement applies if Customer was approved to use an investment other than U.S. Bank Liquidity Plus or the Non-Interest Bearing Deposit as their end-of-day cash sweep option for the Account.

19.3.2 Customer hereby acknowledges and confirms that Customer has received and read any prospectus or other documentation relating to such investment, understands any fees or affiliations of such investment with Bank, and has reviewed the materials below referred to U.S. Bank Important Investment Disclosures.

19.3.3 This authorization and direction shall continue in effect with respect to the identified investment should investment be merged with or into another investment.

SECTION 20: E-SIGN AUTHORIZATION AND CONSENT

20.1 E-SIGN COMPLIANCE AND CONSENTS

If this Agreement is executed using a third-party e-sign service, Customer agrees that this Agreement and its execution comply with the Electronic Signatures in Global and National Commerce Act, and with any applicable state and local law governing the electronic formation and signature of contracts, as amended from time to time, and will not be denied legal effect, validity, or enforceability solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation. Customer consents to the provision of Customer's personal information to any third-party e-sign service and Customer consents such service's permanent retention of such data on behalf of Bank. Customer assumes all risk and liability relating to the electronic formation or electronic signature of this Agreement, whether resulting from or in (a) a denial of legal effect, validity, or enforceability of the Agreement; (b) a breach of confidentiality, privacy, or security; or (c) any other cause or in any other consequence. Customer hereby waives any defense that the Agreement is ineffective, invalid, or unenforceable solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation.

Information as of June 2020

U.S. Bank Public- Meeder Specific Agreement



U.S. Bank Important Investment Disclosures

Mutual fund compensation and related mutual fund disclosures

Mutual funds are open or closed end, pooled investment vehicles that are considered investment companies. They must be registered with, and are regulated by, the Securities Exchange Commission under the Investment Company Act of 1940. U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA) and U.S. Bancorp Fund Services, LLC dba U.S. Bank Global Fund Services (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

First American Funds, Inc. money market funds: The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services.

U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund's board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. You authorize the fees paid by the funds and received by U.S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated fund name	Gross advisory fees	Gross other fees & expenses received by U.S. Bank					Net fees & expenses received by U.S. Bank					
		Class X/Z/V/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
First American Funds												
Government Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.67%	0.14%	0.18%	0.30%	0.45%	0.75%	
Institutional Prime Obligations	0.10%	0.45%	0.20%	0.30%	0.45%	N/A	0.14%	0.20%	0.30%	0.45%	N/A	
Retail Prime Obligations	0.10%	0.16%	0.16%	0.26%	0.41%	0.70%	0.14%	0.20%	0.30%	0.45%	0.75%	
Retail Tax Free Obligations	0.10%	N/A	0.22%	0.32%	0.47%	0.77%	N/A	0.20%	0.30%	0.45%	0.75%	
Treasury Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.18%	0.30%	0.45%	0.75%	
U.S. Treasury Money Market	0.10%	N/A	0.17%	0.27%	0.42%	0.72%	N/A	0.20%	0.30%	0.45%	0.75%	



Fees and expenses above may be found in the fund prospectuses.

Investment products and services are:

**NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED •
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

Fidelity and Federated money market mutual funds: U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 60 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund name	Fund name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I	

Nuveen Mutual Funds: Firststar Capital Corporation (Firststar Capital), an affiliate of U.S. Bancorp, holds a less-than- 10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firststar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment IRA account, to the extent the earn-out payment is attributable to the account’s interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

Other Mutual Funds: U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds’ service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 12.5 basis points on account assets invested in the Nuveen Mutual Funds.



Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

Securities lending: U.S. Bank receives fees from the First American Funds, Inc. for securities lending services, as applicable, of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses. U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions, as addressed in the prospectus.

Other important information: USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM.

If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.

An investment in **money market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact a member of your relationship team. www.federatedinvestors.com | www.fidelity.com | www.firstamericanfunds.com | www.nuveen.com

Private Investment Fund disclosure

"Private Investment Funds" or "Private Funds" are pooled investment vehicles that are excluded from the definition of investment company under the Investment Company Act of 1940 by section 3(c)(1) or 3(c)(7) of that Act. The term Private Fund generally includes funds commonly known as hedge funds and private equity funds. USBNA and USBFS may enter into agreements with Private Funds or with their service providers, whereby USBNA and USBFS provide services to such funds and receive fees or compensation for these services from the funds or the funds' sponsors or agents. USBNA services provided include, as applicable, trust and administrative services including collateral custody, collateral agent, administrative and reporting functions, registrar, paying agent, loan administration, escrow, document custody, back-up servicer services, deposit account services, and various lending services to the fund and/or its investments including direct loans, revolving credit facilities and other extensions of credit and loan administration. USBFS services provided include, as applicable, fund administration including accounting, shareholder services, transfer agency and reporting services. For the types of fees charged to any Fund, see the Fund issuer's private placement offering documents. Fees received by U.S. Bank from Private Funds are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable Fund's offering documents.

Other important information: Private Investment Funds are speculative and involve a substantially more complicated set of risk factors than traditional investments such as stocks or bonds, including use of derivatives, leverage and short sales which can magnify potential losses or gains.

Restrictions may exist on the ability to redeem or transfer interests in a Private Investment Fund. Investors considering an investment in Private Investment Funds must be fully aware that these investments are illiquid by nature, typically represent a long-term binding commitment and are not readily marketable. The valuation procedures for these holdings are often



subjective in nature.

Private Investment Funds are not suitable for every investor even if the investor meets the financial eligibility requirements. It is important to consult with your tax and investment professional to determine how these investments might fit your asset allocation, risk profile and tax situation.

Private Investment Funds are offered to you by the Fund issuer with a private placement memorandum ("PPM"), which a prospective investor must carefully read for a more complete description of fees, risks and restrictions. For more information, contact your Portfolio Manager or a member of your relationship team.

City Council Agenda Item #5
Staff Report

Date: October 7, 2024
To: Mayor and City Council
From: Martin Pineda, Finance Director
Subject: Recreation Software for all City Recreation Events

X	Regular
	Special
	Closed
	Emergency

Request

Staff respectfully requests the City Council to allow the City Administrator to sign a contract with ACTIVENet Recreation Management Software for the amount of \$10,455.00

Background

The City of Gridley Recreation Department currently utilizes paper forms and excel for all program registrations/management, team/schedule building, facility uses, and all other functions within the Recreation Department. This process is outdated and is prone to human error. As the City is expected to grow and expected to expand or bring in new programs, the current practices are outdated. A recreation software will address and improve both internal processes and customer satisfaction.

- **User-Friendly and Mobile-Friendly Online Registration and League Management:**
 - ACTIVENet offers an intuitive interface for customers to easily register for activities and manage leagues online. Their mobile-friendly design ensures convenience on any device.
- **Time Savings and Increased Revenue:**
 - Implementing ACTIVENet's online platform will save City staff valuable time previously spent on manual processes. Streamlined registration processes are designed to increase revenue by capturing more registrations and reservations even outside regular business hours.
- **Scalable Comprehensive Solution:**
 - The City is starting with core modules such as activities, leagues, reporting, and marketing tools. We can expand functionality over time as our needs evolve, ensuring all operational needs are met efficiently.
- **Efficient Implementation and Comprehensive Training:**
 - The thorough and efficient implementation process, typically completed within two months, ensures a seamless transition to ACTIVENet with no interruption to service delivery. They provide comprehensive training, including tutorial videos and ongoing support, to guarantee our continued success with the software.
- **Simplified Activity Creation:**
 - We can easily create activities and save time by copying entire seasons or single activities. This feature simplifies operations and reduces manual effort, empowering your staff to focus on other critical tasks.
- **Robust Reporting Tools:**

- Benefit from over 300 easy-to-generate, exportable, and automated reports, providing deeper insights and simplifying the reporting process.
- **Effective Marketing and Communication Tools:**
 - Leverage powerful marketing and communication tools to enhance community engagement, including the ability to schedule emails and text messages for reminders, surveys, and more.
- **Advanced Security and Integrated Payment Processing:**
 - ACTIVENet includes a PCI Level 1 compliant credit card processor for secure transactions. Data storage meets the highest security standards, ensuring protection for sensitive information.

Recommendation:

We received 3 proposals, and we recommend ACTIVENet Recreation Software for the amount of \$10,455.00. This will make all processes electronic, to accommodate our residents that don't feel comfortable with computers, the amount includes a PIN Pad and Signature Pad. The two pads will allow our residents to come into the Recreation Center to apply and pay for their registrations.

Financial Impact

The cost of \$10,455.00 was not included in the budget. This includes a \$5,705.00 one-time implementation and hardware fee. The yearly subscription is \$4,750.00. A supplemental appropriation is attached.

Attachment:

ACTIVENET 5 year quote

2024-R-038 Supplemental Appropriation Recreation Software



3400 N. Central Expy, Suite 300
 Richardson, TX 75080
 P 469.294.7300
www.ACTIVENetwork.com

September 16, 2024

Gridley Recreation Services

Re: Recreation Management Software, ACTIVENet 5-year Quote.

ACTIVENet Flex Tier Annual Subscription	Modules and functionalities Included: <ul style="list-style-type: none"> • Program & Activity Registration • Leagues • Marketing & Communications • Standard Reports 	Annual Subscription Fee - \$4,750
ACTIVENet Service Package Essentials 2	ACTIVE Net Service Package Essentials 2 consists of the following Services: <ul style="list-style-type: none"> • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (inventory and policy controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote Go Live support • remote hardware configuration • remote system optimization training 	One-time Fee - \$4,590 <ul style="list-style-type: none"> • 50% due 30 days after completed agreement • 50% due 30 days after go-live date
Technical Consulting Fees	Optional services during the implementation process	Financial export \$1,400
Hardware	Additional hardware options (PIN pad must be purchased through us)	Verifone wireless PIN pad \$517 Topaz signature pad \$598
ACTIVENet - Payment Processing Fees	Credit Card SaaS Rates for organizations under \$1.5 million in annual revenue through ACTIVE Net. Secure PCI DSS Level 1 compliant online payment processing system.	Credit Card Processing Fee 2.05% Technology & Support Fee .96% Electronic Checks .50% Credit Card Refunds \$.10
General Terms http://www.activenetwork.com/general-terms	Product Terms http://www.activenetwork.com/membership-terms	Third Party Hardware Product Attachment http://www.activenetwork.com/thirdpartyhardware-terms

**A RESOLUTION OF THE CITY OF GRIDLEY AUTHORIZING THE AGREEMENT
WITH ACTIVENET RECREATION SOFTWARE**

WHEREAS, the City of Gridley will be utilizing ACTIVENET Recreation Software; and

WHEREAS, the City of Gridley desires to utilize ACTIVENET for all Recreation and
City related events; and

NOW, THEREFORE, BE IT RESOLVED BY THE GRIDLEY CITY COUNCIL to
approve the supplemental appropriation from the Recreation account 495-4360-54000 for a total
not to exceed \$10,455.00.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a
regular meeting of the City Council of the City of Gridley held on the 7th of October, 2024, by
the following vote:

AYES:	COUNCILMEMBERS	_____
NOES:	COUNCILMEMBERS	_____
ABSTAIN:	COUNCILMEMBERS	_____
ABSENT:	COUNCILMEMBERS	_____

ATTEST:

APPROVE:

CITY CLERK, Elisa Arteaga

MAYOR, Mike Farr

City Council Agenda Item #6
Staff Report

Date: October 7, 2024
To: Mayor and City Council
From: Todd Farr, Chief of Police

X	Regular
	Special
	Closed
	Emergency

Subject: Annual Review of City ordinance 838-2022, Gridley Police Department Policy #706 and Gridley Police Department Military Equipment Report 2023 and Inventory for 2024.

Recommendation

Request the City Council to review City Ordinance 838-2022, Gridley Police Department Policy #706 and Gridley Police Department Military Equipment Report 2023 and Inventory for 2024 to determine whether the Department’s use of the defined military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, or act to modify the Policy or repeal the Ordinance. In addition, within 30 days of publicly releasing the Gridley Police Department Military Equipment Report 2023 and Inventory for 2024, hold at least one well-publicized and conveniently located community engagement meeting, to discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Background

AB 481 created a statutory mandate for the Police Department. Specifically, the law concerns the funding, acquisition, and use of military equipment by law enforcement agencies. The language of the Military Equipment Policy provides a non-exhaustive list of examples and definitions for such equipment. Agencies may also consult Government Code § 7070, 7071, and 7072 for the source of these definitions, as well as comprehensive information about state law requirements and processes for military equipment. AB 481 requires agencies to prepare and publish an annual Military Equipment and Inventory use report, obtain annual Policy approval by the city council through a review of City Ordinance 838-2022, Gridley Police Department Policy #706 and Gridley Police Department Military Equipment Report 2023 and Inventory for 2024. This Military Equipment Use Policy has been posted on the City of Gridley and Gridley Police Department websites since May 16, 2022. Final approval for City Ordinance 838-2022 and Gridley Police Department Policy #706 was obtained from the City Council on August 1st, 2022.

Fiscal Impact

None, there is no fiscal impact for the review of the Ordinance, Policy, and Annual Report.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachments

- City of Gridley Ordinance 838-2022
- Gridley Police Department’s Military Equipment Report for 2022 and Inventory for 2023.
- Military Equipment Use Lexipol Policy #706

AN ORDINANCE OF THE CITY OF GRIDLEY, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY AND AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2, OF THE GRIDLEY MUNICIPAL CODE BY ADDING SECTION 2.25 "MILITARY EQUIPMENT USE POLICY" IN COMPLIANCE WITH ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481" creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies: and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, the Gridley Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481 and

WHEREAS, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document ("Policy") covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment; and

WHEREAS, the Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually and

WHEREAS, the City Council of the City of Gridley, having received the information required under AB 481 regarding the Gridley Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Gridley does hereby adopt the following ordinance Amending Title 2 of the City of Gridley Municipal Code:

SECTION 1: The City Council of the City of Gridley hereby determines and finds that the facts set forth in the recitals are true and correct and are hereby incorporated as substantive findings.

SECTION 2: That a new Chapter, 2.25 is added to TITLE 2 (entitled "ADMINISTRATION AND PERSONNEL") "Gridley, California Code of Ordinances" to read as follows:

TITLE 2 ADMINISTRATION AND PERSONNEL

CHAPTER 2.25 Military Equipment Use Policy

2.25 Military Equipment Policy.

- (a) The City Council has made the following determinations:
- (1) The military equipment identified in the Gridley Military Equipment Use Policy ("Policy") is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - (2) The Gridley Military Equipment Use Policy will safeguard the public's welfare, Safety, civil rights, and civil liberties.
 - (3) The military equipment identified in tile Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety:
 - (4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- (b) The Police Department has submitted a proposed Policy to the City Council and has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the military equipment at issue.
- (c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act at which public comment was permitted.
- (d) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.
- (e) The Police Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a) (1) - (4) above.
- (f) The City Council shall review this ordinance and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2).
- (g) The City Council approves the use of Gridley Police Department Policy 706, and finds that it satisfies the requirements of Government Code Section 7070.

SECTION 3: Severability. If any section, subsection, sentence, clause, portion, phrase or word of this ordinance is for any reason held to be illegal, invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Chapter and each section, subsection, sentence, clause, portion, phrase, or word hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption.

SECTION 5: Certification. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted in the manner required by law.

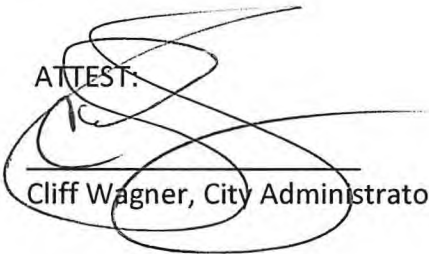
THE FOREGOING ORDINANCE was adopted at a meeting of the City Council of the City of Gridley on, August 1st, 2022 by the following vote:

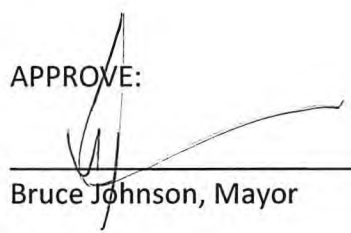
AYES: Johnson, Farr, Sanchez, Torres, Calderon

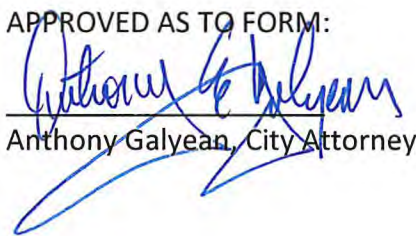
NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:

Cliff Wagner, City Administrator

APPROVE:

Bruce Johnson, Mayor

APPROVED AS TO FORM:

Anthony Galyean, City Attorney



MILITARY EQUIPMENT REPORT FOR 2023 AND INVENTORY FOR 2024

Gridley Police Department

685 Kentucky Street
Gridley, California 95948

Phone: (530) 846-5670
Email: records@gridley.ca.us

Gridley Police Department Military Equipment Report

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Gridley Police Department Military Equipment Report

Introduction

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as Chapter 12.8 of the California Government Code) requiring law enforcement agencies such as the Gridley Police Department to have a military equipment use policy approved by the City Council prior to requesting, seeking funding, acquiring, or using items that it defined as military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets specified standards.

On August 1st, 2022, the Gridley City Council approved Ordinance 838-2022 approving Gridley Police Department Policy #706: Military Equipment Use Policy. As required by Assembly Bill 481 and the Ordinance, annually the Gridley Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy, and Annual Report, and determine whether the Department's use of the defined military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, act (by ordinance) to modify the Policy or repeal the Ordinance.

As required in the policy, within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

The Gridley Police Department retains and deploys limited equipment that falls under this legislation and subsequent law to safeguard its community. Gridley Police Department officers, certified instructional staff, and specialized units receive training throughout the year on the use of this equipment approved under the Policy.

This annual report outlines the Gridley Police Department's military equipment inventory and usage and community complaints over use of military equipment from January 1, 2023, through December 31, 2023. It also outlines the proposed purchase of new and/or replacement equipment during 2024. In addition to maintaining the highest levels of public safety, The Gridley Police Department is committed to transparency, public trust, community partnerships, and compliance with the law. As such, the Department has authored the following Annual Military Equipment Use Report in

Gridley Police Department Military Equipment Report

accordance with annual reporting requirements set forth in California Government Code section 7072 and AB 481.

Definitions

The Gridley Police Department only utilizes a limited number of the resources listed below.

Definitions of Military Equipment established by California Government Code §7070:

Military equipment includes but is not limited to the following types of equipment:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles or any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code §30510 and Penal Code §30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Taser Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions (e.g., 40MM launcher, bean bag shotgun, foam tipped projectiles).

Gridley Police Department Military Equipment Report

- Any other equipment as determined by a governing body or a state agency to require additional oversight.

INVENTORY BY EQUIPMENT TYPE

January 1, 2023, through December 31, 2023

Note: The inventory of certain items of consumable military equipment (i.e., ammunition, diversionary devices, chemical agents, etc.) frequently fluctuates throughout the year due to operational usage, training usage, operational wear, and/or manufacturer recommended replacement guidelines. While the Gridley Police Department strives to provide accuracy in its inventory reporting, this report reflects approximations of certain consumable items of military equipment during the time period listed above.

UNMANNED AERIAL SYSTEMS

Description, Quantity, Capabilities, and Purchase Cost:

The Mavic Air 2 was built to serve industries and applications in a general use fashion. This Unmanned Aerial System (UAS) is a battery powered, remote operated device with a mounted camera, and light. This UAS has proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of public safety personnel. This UAS has a flight time of 30 minutes.

- DJI Mavic Air 2 drone, Quantity 1 Total \$00.00

Purpose: May be deployed when an arial view would enhance situational. awareness and assist officers or incident commanders during, but not limited to, the following occurrences:

- Arrest/Search Warrant
- CBRNE (Chemical, Biological, Radiological, Nuclear, Explosives)
- Crowd Control/Special Events
- Dignitary Protection Detail
- Disaster Management
- Ongoing Criminal Investigation
- Forensic/Crime Scene
- Missing Persons Investigations
- Perimeter Search and Security
- Search and Rescue
- SWAT Operation
- Traffic Collision
- Training
- Public Relations/Multimedia Productions
- Assisting outside agencies in any of the above situations

Gridley Police Department Military Equipment Report

- Assisting other City of Gridley departments with carrying out their mission of better serving Gridley residents and visitors.

Authorized Use: UAS may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of UAS shall not be used in the following circumstance:

- To conduct random surveillance.
- To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- UAS shall never be weaponized.

Unmanned Aerial Systems Usage

Authorized Usages

- There were zero (0) usages between January 1, 2023, through December 31, 2023.

Unauthorized Usages

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Gridley Police Department Military Equipment Report

SPECIALIZED FIREARMS

Description, Quantity, Capabilities, and Purchase Cost:

Rifles are firearms that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance. Rifles are magazine fed and either bolt-action or semi-automatic, Rifles can be configured for different purposes such as patrol, or traffic motorcycle. The cost of the weapon greatly depends on the configuration. The below costs are the average replacement value divided by their quantity. Submachine guns are magazine fed automatic carbines designed to fire handguns cartridges.

- | | |
|--|-------------------|
| • Colt HBAR Sporter .223 AR15 Rifle, Qty 9 | Total \$11,700.00 |
| • Ruger Mini-14 Ranch Rifle .223, Qty 6 | Total \$ |
| 5,700.00 | |
| • Windham Weaponry .223/5.56 AR15 Rifle, Qty 2 | Total \$ 1,600.00 |
| • Bushmaster Mod: XM15-E26 .223/5.56 AR15 Rifle, Qty 1 | Total \$ |
| 650.00 | |
| • PWA 5.56 AR15 Rifle Qty 1 | Total \$ 800.00 |
| • Colt Match Target HBAR 5.56 AR15 Rifle Qty 1 | Total \$ 1,300.00 |
| • Colt Super Match HBAR 5.56 AR15 Rifle, Qty 2 | Total \$ 2,600.00 |
| • Arsenal Mod: SLR-95 7.62X39 Rifle, Qty 1 | Total \$ 1,300.00 |
| • HK 91 .308 Rifle, Qty 1 | Total \$ |
| 2,200.00 | |
| • Grease Gun, M3 Rifle .9mm, Qty 1 | Total \$ 1,500.00 |

Gridley Police Department Military Equipment Report

- J.R. Eng. Mod: M68 Rifle .9 mm, Qty 1
500.00
Total \$
- Ruger Mod: 10/22 .22 Rifle Carbine, Qty 2
Total \$ 500.00
- Thompson Submachine Gun Mod: M1A1 .45, Qty 1
3,500.00
Total \$
- Sears Mod: 53 30-06 Rifle, Qty 1
Total \$ 400.00
- Bushmaster Mod: XM15-E26 .223/.556 Rifle, Qty 1 (SIMS)
800.00
Total \$
- E.A. CO. Mod: J-15 .223/.556 Rifle, Qty 1 (SIMS)
Total \$ 1,000.00
- Remington Arms Mod: 870. 12 Gauge Pump, Qty 1 (SIMS)
800.00
Total \$

Specialized Firearms Usage

Authorized Usages

- There were four (4) usages between January 1, 2023, through December 31, 2023. All four (4) usages were for initial, ongoing training, and certification for each officer allowing for the actual deployment of the specialized firearm under department policy.

Unauthorized Usages

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

SHOTGUN LESS LETHAL

Description, Quantity, Capabilities, and Purchase Cost:

The Remington 870 and Smith and Wesson Model 916-A Less Lethal Shotguns are used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

- Remington Arms Mod: 870 .12 Gauge Pump, Qty 10
Total \$ 8,000.00
- Smith & Wesson Mod: 916-A .12 Gauge Pump, Qty 1
Total \$ 800.00

Gridley Police Department Military Equipment Report

Purpose: Less Lethal munitions can be used to de-escalate a potentially deadly situation, with a reduced potential for death or serious physical injury.

Authorized Use: Less lethal munitions may be used by those officers trained in their use in the following type of situations, but are not limited to these situations:

- Persons armed with a weapon and the tactical circumstances allow for the safe application of the approved munitions.
- Persons making credible threats to harm themselves or others.
- Persons engaged in riotous behavior such as throwing rocks, bottles, or other dangerous projectiles at people or officers.

Shotgun Less Lethal Usage

Authorized Usages

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Unauthorized Usages

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

MUNITIONS / AMMUNITION

Carbine Munitions

Description, Quantity, Capabilities, and Purchase Cost:

- | | |
|--|----------------|
| • Hornady Tap Rem 55 Grain .223 FMJ, Qty 3,676 | Total \$ 01.00 |
| • Fiocchi 45 Grain .223 WTP, Qty 97 | Total \$ 01.00 |
| • Wolf Gold 55 Grain copper .223 FMJ, Qty 400 | Total \$ 01.00 |
| • Hornady Tap Duty NATO 75 Grain 5.56 FMJ, Qty 505 | Total \$ 01.00 |
| • Hornady Critical Duty Luger +P 135 .9mm, Qty 1,202 | Total \$ 01.00 |
| • Sellier & Belliot SB9A 115 Grain .9mm \FMJ, Qty 200 | Total \$ 00.70 |
| • Smith /Wesson training 125 Grain .9MM FMJ, Qty 1,000 | Total \$ 00.70 |
| • Gold Dot Speer LE 230 Grain HP .45, Qty 949 | Total \$ 01.50 |
| • Winchester Ranger 230 Grain SXT .45, Qty 132 | Total \$ 01.50 |
| • Hornady Critical Duty 220 Grain Flex lock, Qty 1,602 | Total \$ 01.50 |

Gridley Police Department Military Equipment Report

- ACP 230 Grain .45 FMJ, Qty 2,197 Total \$ 01.50
- Hornady Critical Defense 175 Flex lock, Qty 1,731 Total \$ 01.50
- Hornaday Smith / Wesson 180 Grain FMJ, Qty 3,305 Total \$ 01.50
- Winchester Smith / Wesson 180 Grain FMJ, Qty 6,000 Total \$ 01.50

Carbine Munitions Usage

Authorized Usages

- There were four (4) usages between January 1, 2023, through December 31, 2023. All four (4) usages were for initial, ongoing training, and certification for each officer allowing for the actual deployment of the carbine munitions under department policy.

Unauthorized Usages

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

LESS LETHAL MUNITIONS

Description, Quantity, Capabilities, and Purchase Cost:

A less lethal 2.4 inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams or lead shot at a velocity of 270-290 feet per second. These rounds are discharged from a Remington 870 or Smith and Wesson 916, 12-gauge shotguns that are distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than 5 feet. The maximum effective range of this munition is up to 75 feet.

- Fiocchi FR DS.12-Gauge Super-Sock Beanbag Round, Qty 95 Total \$ 140.00
- Training Rounds, Qty 38 Total \$ 70.00

Less Lethal Munitions Usage

Authorized Usages

- There were one (1) usages between January 1, 2023, through December 31, 2023. The usage was for initial, ongoing training, and certification for each officer

Gridley Police Department Military Equipment Report

allowing for the actual deployment of the carbine munitions under department policy.

Unauthorized Usages

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

SIMUNITIONS

Description, Quantity, Capabilities, and Purchase Cost:

The FX[®] marking cartridges, which come in six colors are non-lethal cartridges leave a detergent-based, water-soluble color-marking compound. The visible impacts allow accurate assessment of simulated lethality. The 5.56mm is tactically accurate with ball cartridges to 100 feet (30 meters). No special ballistic facilities are required. They meet the need for a force-on-force and man-to-man training system that is realistic, effective, inexpensive, adaptable, and fully portable.

- FX Marking Cartridges, Qty zero Total \$ 00.00

Simunitions Usage

Authorized Usages

- There were zero (0) usages between January 1, 2023, through December 31, 2023.

Unauthorized Usages

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Community Concerns and Complaints

In some instances, the application and use of military equipment may cause questions and/or concerns for members of the community. It is vitally important that the Department address questions from community members regarding the application and use of military equipment. The Gridley Police Department is committed to full and fair investigations of community member complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of community complaints. Resolving complaints in a

Gridley Police Department Military Equipment Report

fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Gridley Police Department.

Response to Procedure Violations California Assembly Bill 481, enacted California Government Code section 7072(a)(3), requires local law enforcement agencies to provide information regarding military equipment use procedure violations and responses to those violations.

The following is a summary of formal investigations, including officer-involved shootings and the use of military equipment.

The Gridley Police Department's Administration conducted an inspection of all reported complaints and concerns from January 1, 2023, through December 31, 2023.

Military Usage Complaints

Authorized Usage Complaints

- There were zero (0) usage complaints between January 1, 2023, through December 31, 2023.

Unauthorized Usage Complaints

- There have been zero (0) reported usage violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Military Usage Complaints regarding Officer-Involved Shootings (OIS):

Authorized Usages

- There were zero (0) OIS incidents that occurred involving the use of military equipment from January 1, 2023, through December 31, 2023.

Unauthorized Usages

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.

Projected Equipment Acquisition and Replacement

CONSUMABLE MILITARY EQUIPMENT ACQUISITIONS

Projected consumable military equipment acquisitions for FY25 (July 2024 – June 2025) are anticipated to be consistent with current replenishment schedules and quantities for

Gridley Police Department Military Equipment Report

consumables. A variety of commercial factors (i.e., supply and demand, inflation, supply chain issues etc.) may influence the fiscal impact of future military equipment acquisitions and ongoing military equipment consumables can vary according to inventory levels that fluctuate as a result of training, operational usage, or manufacturer recommended replacement guidelines. Categories of consumable military equipment are listed below:

- Munitions – all calibers
- Less Lethal Munitions

For the majority of the consumable military equipment for FY25 is anticipated to be sourced from the existing police budget.

NON-CONSUMABLE MILITARY EQUIPMENT ACQUISITIONS

Projected non-consumable military acquisitions for FY25 (July 2024-June 2025) are anticipated to be limited at this time. Any unanticipated replacements of existing non-consumable military equipment for FY25 will be initiated on a case-by-case basis that is dependent on operational need, operational wear, or end of serviceable lifespan and will be consistent with the Council-approved policy for acquisitions of military equipment.

Categories of non-consumable military equipment are listed below:

- Unmanned Aerial Systems (UAS)
- Specialized Firearms
- Less Lethal Shotguns

Projected Acquisitions

Training Costs Calendar Year 2024

Military Equipment Use Training Costs

The use of certain items of military equipment and related special tactics are perishable skills that require ongoing training to maintain proficiency. While the Department conducts constant training, there is significant tactical insight and an enhanced skillset to be gained by participating in external training courses. These courses provide officers a curriculum and exercises designed to impart knowledge, skills, and enhanced capability. The courses attended by officers can vary year to year depending on operational need. Funding sources for training are sourced from the existing police budget or grants unless otherwise indicated.

The following are external training classes that can be attended by Department members in 2024/2025 and associated costs related to military equipment covered in the annual equipment report:

Less Lethal Weapons Instructor Course

Gridley Police Department Military Equipment Report

This CA P.O.S.T certified 16-hour provides the knowledge, skills, and abilities to instruct their department members in the use of less-lethal weapons. This course provides legislative update information with regard to Penal Code section 835a.

Chemical Agents Instructor Course

This CA P.O.S.T. certified 24-hour course designed to prepare experienced peace officers as required by section 22820 PC. The course emphasizes issues related to an overview of OC, CS and smoke, delivery methods, decontamination, first aid protocols, legal issues, and safety protocols.

Firearms / Tactical Rifle Course

This CA P.O.S.T. certified 18/36-hour course provides training in the operation, application, maintenance, and use of the Agency Patrol Rifle. This course satisfies the training requirement specified in Penal Code section 33220(b) and POST regulation 1081. This course provides updated legislative content of Penal Code Section 835a PC.

Unmanned Aerial Systems Training Course

This CA P.O.S.T. certified 32-hour course of instruction designed specifically for agencies that have an established UAS program with protocols and a comprehensive policy in place. The curriculum focuses on piloting skills and training in a UAS safety and general UAS program operations.

Conclusion

The acquisition and use of military equipment in our community may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in the local government's decision to fund, acquire, or use such equipment. When making decisions regarding how military equipment is funded, acquired, or used, the Gridley Police Department, gives the upmost consideration to the public's welfare, safety, civil rights, and civil liberties. In a continued effort for greater transparency, the Gridley Police Department places high regard to meaningful public input in the use of military equipment in our community, to increase the safety of the public.

Any member of the public can submit a question or concern regarding military equipment use by contacting the Gridley Police Department's Records Division via phone at (530) 846-5678, email at records@gridley.ca.us or by mail to 685 Kentucky Street, Gridley, California 95948. The Department will strive to provide a timely response to the community's questions and concerns regarding the use of military equipment. Any member of the public can submit a complaint to any member of the Department in any form (i.e., in person, telephone, email, etc.).

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the Gridley Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

Gridley Police Department

Gridley PD Policy Manual

Military Equipment

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Gridley Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

[Insert attachment here]

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

Gridley Police Department

Gridley PD Policy Manual

Military Equipment

- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this department shall be approved for use and in accordance with this Department policy, Military equipment used by other jurisdictions that are providing mutual aid to this Department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective military use policies in rendering mutual aid or operating in this jurisdiction.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

City Council Agenda Item #7
Staff Report

Date: October 7, 2024
To: Mayor and City Council
From: Elisa Arteaga, City Administrator
Subject: Memorandum of Understanding with Butte County for the use of VEOCI Software

X	Regular
	Special
	Closed
	Emergency

Recommendation

It is recommended that the City Council approve the attached MOU between the City of Gridley and Butte County for the cost-sharing of the VEOCI software contract. The agreement will be effective from the date of execution until August 31, 2027.

Background

VEOCI (Virtual Emergency Operations Center Interface) is a software platform designed to assist local governments in managing large-scale events, including disasters and other public emergency situations. In the event of a disaster, VEOCI provides essential tools for managing response operations and creating documentation necessary for FEMA reimbursement.

The City's financial commitment will be \$729.19 for the first year, \$803.93 for the second year, and \$765.65 for the third year. Additionally, should the City wish to terminate the agreement after the first year, written notice must be provided 90 days prior to the annual renewal date of September 1, 2025.

The City of Gridley has explored options to strengthen its emergency preparedness and operational response capabilities. In collaboration with Butte County, the proposed MOU allows the City to utilize VEOCI software to enhance its ability to respond to large-scale public events, manage emergencies, and streamline the necessary documentation required for federal reimbursements.

The MOU outlines a cost-sharing arrangement between the City of Gridley and Butte County for the VEOCI software. Under this agreement, the City will be responsible for appointing a City liaison to work directly with VEOCI to implement the software, initiate the Emergency Operations Center (EOC) program, and utilize VEOCI's project management services. These services include document preparation for FEMA reimbursement, which will be critical in the aftermath of any disaster event.

The financial terms of the agreement are as follows:

- **Year 1:** \$729.19

- **Year 2:** \$803.93
- **Year 3:** \$765.65

The MOU is set for a three-year term, with the option for the City to terminate the agreement after the first year by providing written notice at least 90 days before the annual renewal date of September 1, 2025.

The MOU between the City of Gridley and Butte County for the use of VEOCI software is an important step in enhancing the City's emergency response capabilities. By approving this agreement, the City will be better prepared to manage disasters and large-scale public events, while also ensuring compliance with FEMA documentation requirements for potential reimbursement.

Financial Impact

No major impact to the City's budget since the cost is immaterial. However, costs will be reflected in future budgets.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachments

MOU Between the City of Gridley and Butte County
VEOCI Software RFP – Submitted to Butte County

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY of BUTTE
AND THE CITY OF GRIDLEY
FOR USE AND MAINTENANCE OF VEOCI INC. SOFTWARE

This Memorandum of Understanding, hereinafter referred to as MOU is effective upon execution, by and between the COUNTY OF BUTTE, a political subdivision of the State of California herein after referred to as “County” or “Customer” through its Department of Administration, and the City of Gridley, hereinafter referred to as “Participant”, hereinafter individually “Party” and hereinafter collectively “Parties”.

The purpose of this MOU is to provide governance and guidelines in the use and maintenance of the Veoci Software. This document is intended to describe countywide policies and jurisdictional roles and responsibilities.

RECITALS

WHEREAS, the COUNTY OF BUTTE is designated as the Operational Area by the Butte County Board of Supervisors, § 3296, 8-2 (a) and the California Emergency Services Act, § 2409 and is responsible for the coordination of emergency activities and serving as a link in the system of communications and coordination between the state’s emergency operations centers and the operation centers of the City of Gridley;

WHEREAS, the City of Gridley is responsible for serving in the Emergency Management function at the local government level within the operational area;

WHEREAS, County through Administration and the Division of Emergency Management, has executed contract X25758 with VEOCI, INC (Veoci) to provide an emergency management software designed to improve operational area coordination during an emergency, community event, or disaster;

WHEREAS, County and the City of Gridley desire to enter into this MOU to use and maintain the Veoci software during the term of this agreement;

NOW THEREFORE, in consideration of the covenants contained hereinafter the City of Gridley and County agree as follows:

Scope of Services

Participant shall receive from Veoci Inc. the agreed upon services and maintenance outlined in contract X25758. County’s involvement in the MOU is limited to maintaining contract X25758 and acting as a liaison between Veoci and Participant.

Statement of Work per X25758

1. Scope Statement

Veoci will provide a cloud-based, SaaS incident and emergency management solution by implementing Veoci’s government CORE product.

This SOW, including all services and deliverables described herein, is proposed subject to the terms and conditions of the RFP response between Veoci and Customer, numbered RFP 61/23.

2. Change Management & Governance Plan

Veoci utilizes Project Management tools that follow standard practices, such as the Project Management Body of Knowledge (PMBOK Guide), which describes established norms, methods, processes, and practices to ensure successful implementations and completion across all phases of the project life cycle.

Veoci also internally uses the system's tools (i.e., Task Management, Plans, Forms, Workflows, Reports, Dashboards, Rooms, and Calendars) to manage customer projects. These provide a venue for planning, controlling, and coordinating projects in collaboration with all stakeholders while also presenting a clear and consistent methodology for logging and sharing project data and metrics to Users with permissions. Veoci's tools facilitate updating project status information in real-time and allow for ongoing project reporting.

During project implementation, the customer may identify additional functionality. Any request that changes the scope of the project or the functionality beyond that identified in the SOW requires a change request and must be reviewed and approved by the project stakeholders. Change requests are entered into Veoci via a Workflow where the impact of the proposed change on scope, deliverables, schedule, and cost are evaluated. The project sponsor then approves or rejects the change, a new SOW (or an SOW addendum) detailing the approved changes is generated, and the entire process is recorded in the Change Management Log.

3. Veoci Implementation Plan

Veoci's approach to system implementation comprises five phases. The Veoci tools for Project Management will be available to manage the project following PMP standards during all the project phases. Individual project milestones may go through these phases independently and in parallel, completing one project milestone while others are still in progress.

Phase 1. Requirements and Planning

During this phase, the Customer Project Lead (and/or backup), other stakeholders identified by the customer, and the Veoci team work together to determine the project requirements, defining details about the implementation plan, identifying the material resources and staff (both from the customer and Veoci) needed to successfully complete the project, and creating the overall configuration plan.

The customer will be responsible for not only communicating requirements, but also gathering and organizing information from their internal stakeholders. The customer will provide the Veoci team with an understanding of its organization and processes, methods, and software applications in use that may need integration, as well as other information necessary to ensure a successful planning phase. As indicated throughout the proposal, Veoci will compile the requirements to implement the defined solution.

Both parties will also work together on the Planning phase when the customer's team will provide the information needed to the Veoci team for the creation of the overall plan for the configuration of the defined solution.

Phase 2. Configuring, Piloting, and User Feedback

During this phase, the assigned Veoci Solutions Engineers will build, configure, and test the new system as defined in the previous phase. The customer will assign personnel as required to work with Veoci on final testing and specify any changes needed. The Veoci team will also work with the customer's team to implement integrations with other systems if required. If development effort is needed, any additional cost associated with integration will be assessed.

Phase 3. User Acceptance and Go-Live

During this phase, the customer will accept the system implemented. Veoci provides technical support to the customer's Administrators and Users to complete all knowledge transfer activities prior to the following training phase. Employees will answer Veoci team members' questions, provide support and reviews, assist with migration and integration, and be available for UAT (User Acceptance Testing).

Phase 4. Training

Veoci is simple, intuitive, and easy to use, so most users need only an introductory formal training. Neither the end-users nor Administrators need a formal IT background or programming knowledge to learn Veoci.

Veoci's training empowers Administrators to modify and change the solution and add processes and methods due to the no-code configuration.

The training structure and delivery mechanisms are based on our understanding of a customer's solutions and needs. Possible selections for training options are listed below but these items are not specifically included:

- Remote orientation webinars recorded for later viewing
- Veoci's online Help/Knowledge Base that is part of the Veoci platform
- Short Task and role-specific videos for end-users
- Train-the-trainer sessions
- Boot Camp training sessions for Administrators that are available in-person or online

An overview of Veoci knowledge resources, including webinars, Boot Camps, training courses, and downloadable training materials, can be found at veoci.com/knowledge-resources.

Phase 5: Maintenance & Technical Support

Once Veoci has completed the Implementation Phase and the customer verifies acceptance of the solution, the Maintenance and Technical Support Phase begins and remains in place for the duration of the associated software licenses. Maintenance includes updates to Veoci software, patches and fixes, and major upgrades to the platform to support operational effectiveness. Maintenance includes only minor changes to customer-specific solutions. Technical support includes access to Veoci resources along with continued monitoring and assistance from the Implementation team.

Regarding maintenance, the Veoci Development team follows the agile methodology and delivers a new version of software every few weeks. The team completes this process transparently, and Users generally do not notice changes until their Administrators decide to implement the new functionality. In a majority of releases, changes are small, designed to be readily apparent, and require no training. If a change will significantly affect how Users navigate within the platform, Veoci provides extensive advance notice and, as needed, provides pop-ups and introductory text to facilitate adapting to the new version. New tools, applications, or functionalities requested by the customer are not included in software updates. New versions of the software are available to customers at no additional cost.

Veoci's technical support encompasses access to the Veoci Knowledge Base, Help Desk, and community resources such as webinars and User groups. These resources dispense technical advice and innovative assistance to allow the customer to resolve problems with its solution.

A team of Veoci professionals, including Solutions Engineers and Customer Success Managers (CSMs), remain available to provide ongoing support and input as part of Veoci's commitment to helping customers maximize the value of their solution. If a customer requires additional features or significant changes to the existing solution, Veoci will respond to these requests and bill at our standing rate for professional service hours.

Engagement Model

The Veoci team will be engaged during implementation for an average of 5 hours per week until the implementation outlined in this SOW is complete with no additional fees beyond what is included in the MSA. Engagement includes weekly meetings plus offline work such as building solutions, project documentation, and completing software integrations. Should a customer need an implementation to be expedited, Veoci can be flexible if we have resources available.

The Veoci team will be available to perform the implementation, beginning at the agreed upon start date and continuing through the delivery of the completed solution. If implementation delays occur due to a lack of customer participation or cooperation, team resources may be removed from the implementation. Team resources would then be reassigned depending on availability.

Customer Participation Vital for Implementation Success

Veoci's implementation process is highly collaborative and includes regular participation from the customer's team. Successful delivery of an on-time solution requires that customers provide data and information and respond to requests in a timely manner, as well as attend regular project status meetings to provide input on the solution.

Implementations are managed from within the customer's Support and Collaboration room where task management, plans, forms and workflows, reports, dashboards, and calendars are integrated into the Veoci platform. These tools allow Veoci to plan, control, and coordinate projects in collaboration with all stakeholders involved. All communications, action items, tasks, and meeting minutes related to the project are logged and shared in Veoci rooms accessible and restricted to permissioned Users. The Room Dashboards provide project status information in real-time and allow for ongoing project reporting.

4. Verified Deliverables

Veoci uses the Deliverable Verification Workflow to automate the process of collecting customer acknowledgment and acceptance of each deliverable listed in the project plan. Once a deliverable has been built and undergone User Acceptance Testing (UAT) by the customer and no further additions or revisions are required to complete the deliverable, Veoci will request that the customer accept and acknowledge receipt of the deliverable. This is done through an automated Workflow process that generates an email notification for the Customer Project Manager to review and approve. The Project Management Dashboard displays the status of all project deliverables. As Deliverables are accepted and become part of the customer's Veoci solution, Veoci considers implementation complete and is available to provide ongoing support.

5. Milestones and Deliverables

5.1. Incident / Event Response

The Incident / Event Response product provides a means to digitize and operationalize an organizations response plans and tasks for all-hazards events. A customizable and reusable template allows for adding predesignated members, sending notifications, prepopulating tasks and documents for planned events and no-notice incidents.

Upon launching the template, the virtual Emergency Operations Center (EOC) allows for communication and collaboration to manage the incident or event. Dashboards have been curated to create a common operating picture.

5.1.1. Incident Management

Whenever an organization is going to manage an all-hazards incident response, planned event, special event, exercises, situational awareness, or other collaboration is needed, it will create an Incident Room. All activity having to do with an incident or event is managed within a Room, which comes with a rich set of tools that are useful during the planning, response,

recovery, and mitigation stages. There is no restriction on how many Rooms can be created or open at the same time. This means that multiple incidents, exercises, and daily operations can be run in parallel.

Veoci will create an all-hazards "Room Template" that can be launched on-demand. This template incorporates the following NIMS and ICS/Compliant functionality.

5.1.2. Incident Logging

Veoci will implement its best practice Form for logging incidents. Incident status can be tracked and related to

Resource Requests and Mission Tasks. The following Reports will be created for incidents: All Incidents, Open Incidents, Incidents by Status, Incidents by Type, and if applicable Incidents by County and Incidents by Jurisdiction.

All Reports can be viewed in a tabular format, calendar, or map, or exported to PDF or Excel. The customer can create an unlimited number of additional reports using Veoci's point-and-click interface.

5.1.3. ICS Forms and Incident Action Plan

Veoci provides comprehensive, dynamic, and FEMA and CPG 101 compliant ICS forms for all departments and divisions in a given jurisdiction. Veoci has successfully deployed these to meet all customers' reporting requirements. When populated, ICS forms can roll up or be independently printed and exported to PDF. ICS Forms included: 201, 202, 203, 204, 205, 205A, 206, 207, 208, 213RR, 214.

Veoci will implement its best practice IAP solution. The IAP combines the appropriate forms as selected by the Incident Commander or Administrator, and when populated, can be printed and exported to PDF.

Veoci will implement its best practice ICS and IAP Dashboard which provides easy access to complete or view ICS Forms and the IAP and can be integrated with all maps, timelines, and threads.

5.1.4. Resource Request Management

Veoci will provide its best practice workflow for tracking resource requests. This workflow is based on the input fields and process outlined in ICS 213 RR. The following reports are included with this workflow: Requests by Status, Requests Initiated, Requests Awaiting Me, Resource Requests In Progress, Resource Requests Closed. All of these reports can be viewed in tabular format, calendar, or map, and can be exported to PDF or Excel.

Veoci will implement a Resource Request Dashboard which provides easy access to create, track or view all ICS 213 Resource Requests created for the incident/Room.

5.1.5. Windshield Survey

A Windshield Survey Form will be created to report damage. The Form and it's reports can be accessed from the Events Dashboard. The Form includes a Veoci default Print Template and a general saved view.

5.1.6. Damage Assessment Form

A Damage Assessment Form will be created that allows users to document damage that occurred at a property. This form captures critical information such as the address, property type, photos / videos, estimated damage amount, and contact information. A report will be created that shows all damage assessments completed and a second report will show the aggregate sum of estimated damage amounts. All Reports can be viewed in a tabular format, on a map, and on a dashboard.

5.1.7. After Action Report, Exercise Plan, and Improvement Plan

Veoci will implement its best practice solutions for After Action Reports, Exercise Plans, and Improvement Plans, based on the HSEEP principles. These Reports and Plans can be completed through online Forms and each will have an output template that can be printed or saved as a PDF. A Dashboard will be created that displays Reports and Plans and a tool for tracking outstanding corrective actions will be available. Corrective actions can be assigned and notification alerts are delivered via the web, mobile app, email, and SMS if desired.

5.1.8. Road Closures

A Form will be created which allows the customer to document planned or unplanned road closures. The road closure data is available on a Dashboard, Calendar, and Map.

5.1.9. Shelter Status Reports

A Form will be created that allows the customer to record shelter information including their location, type, resources, accessibility, and guest counts. This information will be displayed on a Dashboard and Map.

5.1.10. Meeting Schedule

A Form will be created that allows the customer to create a meeting schedule, document agendas, and record minutes. The information will be available on a Dashboard and on a Room Calendar.

5.1.11. Incident Briefing Form

Veoci will implement its best practice Form for quick Incident Briefing. This Form keeps track of all incident briefings and includes a summary of the situation, objectives, key decisions, and date/time of the next Incident Briefing.

The latest entry is always displayed in the Events Dashboard.

5.1.12. Daily Operations Room

Veoci provides a virtual standing room for managing Daily Operations of the County, City, Jurisdiction or department; In this room there will be a Monitoring Dashboard that includes the following:

A weather map,

An Operational Picture Map View with visibility and mapping of Incident Reports, Road Closures, Shelters,

Damage Assessments and Windshield Surveys,

Assignment and monitoring of tasks,

Room Messages, and

Notifications / Check-ins

5.2. County and Jurisdiction Structure / Relationship

5.2.1. Organizations

The Veoci team will create 7 Organizations in Veoci:

- Butte Emergency Operations Center Command
- Town of Paradise
- City of Chico
- City of Biggs
- City of Gridley
- City of Oroville
- One other TBD

Each Organization will have 1 EOC Group and the Incident / Event Response milestone described in Section 5.1 will be replicated in each Group.

A total of 20 EOC management Lists will also be created to facilitate user management.

5.2.2. Organization Relationships - County and Jurisdictions

A relationship will be established between each "jurisdiction" Organization and the County Organization. From a dashboard in each jurisdiction's Incident / Event Response room template, a jurisdiction can:

- Refer / escalate an ICS 213 RR (Resource Request) to
- the County Share Incident Reports to the County

A dashboard in the County's "Daily Operations Room" which will display all of the jurisdictions' shared data. This will allow the County to monitor jurisdictions on a daily basis and provide support when needed.

6. Training

For the Statement of Work included here, Veoci recommends the training program described below. Based on the size and complexity of the customer's operation, additional training needs may be identified throughout the implementation and can be provided using Professional Service hours to tailor and deliver customized training.

End-User Training

Following the delivery of each of the milestones described in the SOW, Veoci will provide two (2) remote end user trainings that cover basic navigation and use of the solution implemented and described in this SOW.

The Veoci Team will develop End-User training material, based on the deliverables of this SOW. The training sessions will be recorded and the customer will be able to keep these training materials for future reference, If any of the deliverables from the solution get updated or modified after the material has been delivered, it will be the customer's responsibility to keep the material updated as well, to be consistent with the current state of the Veoci solution.

Veoci Administrator Training Sessions

Veoci employs a train-the-trainer framework, so that post-implementation and training, customer Administrators will be empowered to train End Users to use the specific Veoci solutions.

Veoci offers of in-depth, virtual training sessions for administrators. These sessions are designed to provide customer-designated Administrators with the skills necessary to manage, maintain, and modify the solution and to add processes and methods as needed. sessions are designed to provide customer-designated Administrators with the skills necessary to manage, maintain, and modify the solution and to add processes and methods as needed.

The course(s) listed below are appropriate for this implementation:

Incident Management: Veoci Administrator Training

7. Professional Services for Solution Customizations

Veoci is extremely flexible and can be easily configured and reconfigured to adapt to changing business processes. Veoci Solutions Engineers tailor solutions to meet customers' specific business needs through the use of Professional Service Hours. Professional Service Hours can also be used by customers to finalize their solution at inception in order to have a completed solution that is available for use immediately.

20 hours of professional services are included in this SOW. The customer can direct these hours to be used for:

- Point-and-click customizations to solutions
- Building additional solutions using our point-and-click interface
- Creating/updating print templates for Forms, Workflows, and Task Types

- Developing custom training material
- Solution design consulting

8. Assumptions & Work Requirements

In addition to any other responsibilities or duties described in this SOW, set forth below is a list of the obligations for which the customer is responsible, and assumptions upon which Veoci has relied in creating this SOW.

- The customer will identify, and make available for the duration of this project, one primary contact to act as Project Lead.
- The Customer Project Lead will brief their project team on Veoci and the customer's goals and objectives prior to the kick-off call.
- The customer holds primary responsibility for data quality of sufficient standards to achieve customer goals.
- Customer data for migration must be in the format specified either in the Deliverable or as detailed by the Veoci implementation team following initial requirements gathering. Data to be migrated must be ready for upload, in addition to being in the specified format (CSV file, PDF, etc.). For example, if importing into a field that accepts blue/red/green as attributes, entries can not include lime green.

The customer will cooperate in good faith with Veoci in its performance of this SOW by:

- Allocating sufficient resources and time to perform any tasks reasonably necessary to enable Veoci to perform its obligations under the SOW.
- Delivering in a timely manner any customer collateral and other obligations required for each Milestone included in this SOW.
- Responding in a timely manner to Veoci's inquiries related to the SOW.
- Actively participating in scheduled project meetings, completing accurate and timely information, data and feedback all as reasonably required.

Integration Requirements

To successfully complete an integration, Veoci will require assistance and cooperation from the customer as well as the integrating vendor. Integrations often require access credentials, sample data, and testing before being completed.

Veoci exposes a REST API that can be used by other systems to send data to Veoci or query data from Veoci. Use of this API is included in this SOW.

Veoci also has a console for configuring connections with APIs exposed by other systems - specifically ones that are accessible via the web and output either XML or JSON data. An unlimited number of these connections can be established by the customer.

Veoci can also connect with a web-facing SFTP site or an AWS S3 bucket to run a scheduled import of either CSV or XLSX data. This functionality is not self-service and needs to be configured by the Veoci team at an additional cost.

For new integrations that Veoci has not yet implemented, Veoci will work to implement a direct integration through REST API call to this system. Veoci's API integrations are highly flexible and can be implemented easily; however successful integration is dependent on the application that is being integrated. Veoci will work with the customer and the application vendor to implement the integration to accomplish the goals specified by the vendor wherever possible. Should an API integration not be feasible other options such as flat file upload via a SFTP or S3 bucket can be explored as well.

Functionality related to non-standard integrations may require additional configuration by the Veoci team, which will be provided at an additional cost.

Data Migration Requirements

Customer data for migration must be in the format specified either in the Deliverable or as detailed by the Veoci implementation team following initial requirements gathering. Data to be migrated must also be ready for upload, in addition to being in the specified format (CSV file, xlsx). For example, if importing into a field that accepts blue/red/green as attributes, entries can not include lime green.

Legacy data provided to Veoci in a format other than that agreed upon will create an error in the system and not allow it to be uploaded. Veoci will not correct data errors, thus it is vital that the data provided to Veoci be in the exact format as agreed upon.

9. Veoci Solutions Building Blocks

Veoci tools are the elements that provide specific functionalities within Veoci solutions. During implementation, Veoci Solution Engineers select the tool or combination of tools to configure the solution based on the customer's goals, existing processes, and available data.

Alerts, Notifications, and Check-Ins

Alerts, Notifications, and Check-ins can be configured for individuals or groups based on actions or conditions. Notifications include phone calls, conference calls, text/SMS, email, and mobile app Alerts. Additional costs are associated with configuring and on-going fees for conference calls.

Custom Actions

Custom Actions allow Administrators to define additional events to be triggered after someone creates or updates a Form Entry, Workflow, or Task. *Dashboards*

Dashboards provide a visual summary of key information and metrics in one easily accessed location.

Forms

Forms are used to collect data in a structured format. Forms also serve as databases, often replacing multiple spreadsheets, and as ways to populate fields on Maps and Dashboards. Veoci provides considerable flexibility to configure fields included in Forms, and entries can include text, numbers, email addresses, selection options, date, and time fields.

Lists

Lists allow individual members to be grouped together for common activities or notifications. Members can be both customer employees and outside stakeholders, such as local emergency responders. A robust system of permissions manages individual member access to ensure appropriate and secure access to the Veoci platform.

Mapping Capabilities

Veoci provides its own comprehensive mapping program and intuitive, real-time integration with other GIS software. Users can enable or disable layers of location data coming from Veoci content such as Forms, Workflows, and Tasks. Users can also add annotations (i.e., points, lines, polygons) and labels to Maps and enable or disable GIS layers.

Plans

Plans are repeatable Room Templates that can be launched when a Plan is triggered. Plans can be used to instantly create Rooms that are prepopulated with Dashboards, Workflows, contact lists, required documents, Tasks, and other Templates.

Print Views

Print Views are customized views of a Form or Workflow entry that can be printed, emailed, exported to PDF, or added to Veoci Dashboards to provide situational awareness. Many Veoci solutions include default Print Views, especially those needed for regulatory reporting or compliance. Customized Print Views can be created as needed. Print Templates are designed using a WYSIWYG or HTML.

Reports

Reports are created to capture and present information to stakeholders, both within and outside of Veoci. Reports are exported from Veoci using PDF print templates. Summary information from Reports is often displayed on Dashboards.

Rooms

A Room is a collaboration space in Veoci that contains tools for gathering information and making decisions. Rooms can have cascading or descendant Rooms—known as Side Rooms. Almost all end User activity occurs in a Room or Side Room.

Saved Views

Saved Views are customized views of Form or Workflow entries that are configured to show specific information in a distinct format. Saved Views are used to display information grouped by defined criteria. Saved Views can be created for Forms, Workflows, and Tasks.

Tasks

Tasks assign a specific responsibility or action to an individual. Tasks can be configured to include structured work requests, categories of Tasks, priorities, and Map locations.

Workflows

Workflows are used to automate work processes. The customer defines the people, data, and process involved, and Veoci manages the flow of information and provides transparency, reminders, escalations, and Reports. Workflows also include automatic conditional steps and assignments for those situations when processes follow alternative flows.

Note: County will determine training schedule and staffing required.

Terms and Conditions

1. Independent Contractor:

Participant is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County.

2. Mutual Hold Harmless:

It is agreed that Participant shall defend, save harmless and indemnify County, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of Participant its officers and/or employees.

It is further agreed that County shall defend, save harmless and indemnify Participant, its officers and employees from any and all claims for injuries or damage to persons and/or property which

arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of Participant, its officers and/or employees, and County, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this MOU shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

This indemnity provision survives this MOU.

3. Term:

This MOU shall be in effect from date of execution through August 31, 2027.

4. Insurance:

Each party shall be responsible for its own actions or omissions and those of its employees. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition. Evidence of such insurance will be provided to the other party upon request.

5. Compensation:

All compensation owed by Participant shall be paid to County. County shall pay Veoci, Inc. a total of \$136,552.00 over the term of the contract. Participant shall pay \$729.19 to County upon receipt of invoice from County for year one. Participant shall pay County \$803.93 for year two and \$765.65 for year three. Payments are due Net 30 upon receipt of invoices from Butte County OEM for year one.

6. Confidentiality:

Each party agrees to maintain the confidentiality of all related records and information of the other party pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU.

7. Termination:

This MOU shall terminate upon expiration of the Veoci Inc. contract. If Participant wishes to terminate this MOU prior to expiration of the Veoci Inc. contract, Participant shall do so by providing written notice within 90 days of the annual renewal of the Veoci Inc. contract (September 1, 2025 and September 1, 2026).

8. ALTERATION OF TERMS:

The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

9. NOTICES:

All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

County:

Butte County Office of Emergency Management
25 County Center Drive, Suite213
Oroville, CA 95965
(530)552-3330

Participant:

City of Gridley
685 Kentucky Street
Gridley, CA 95948

10. DISPUTE RESOLUTION:

Any disagreements that may occur shall be resolved at the lowest possible level within County and Participant and with a cooperative spirit. County and Participant will designate individuals who are responsible to resolve issues in a timely fashion regarding this MOU. Should agreement not be reached between County and Participant after working through the process already prescribed, then the matter should go for discussion and consideration between the Directors of each agency.

11. APPLICABLE LAW AND FORUM:

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Butte.

12. INTEGRATION/ENTIRE AGREEMENT OF PARTIES:

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both Parties.

13. NO DELEGATION OR ASSIGNMENT:

Contractor shall not delegate, transfer or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Contractor.

14. ENTIRE AGREEMENT:

This MOU and the listed exhibits represent the entire undertaking between the parties. This MOU may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same MOU.

15. SIGNATURE AUTHORITY:

Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this MOU.

16. ELECTRONIC SIGNATURES:

Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use

of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the dates opposite the signatures.

Butte County Office of
Emergency Management

Participant

Katie Simmons

Date

Name

Date

County Executing Authority

Sarah MacArthur

Date

Deputy Director, General Services Department

Reviewed for Contract Policy Compliance

General Services Contracts Division

Date

Approved as to Form

Brad J. Stephens

Date

Butte County Counsel



RFP Response to Butte County for Emergency Operations Center Command and Control Software

RFP #61-23

Prepared by: Veoci Inc.

Due: January 20, 2023

This proposal is valid for 90 days after receipt.



FROM:

Veoci Inc.
195 Church Street, 14th Floor
New Haven, CT 06510
203-782-5944
rfp@veoci.com
Federal Tax ID: 82-3976701

Primary Contact for Veoci Inc.:
Mark Demski, CEM
Senior Account Executive
813-951-1946 (m)
mark.demski@veoci.com

TO:

January 17, 2023

Joshua Jimerfield
Deputy CAO – Office of Emergency Management
Butte County Administration
Phone: 530.552.3333
Email: jjimerfield@buttecounty.net

Dear Joshua Jimerfield,

Veoci Inc. appreciates the opportunity to respond to the RFP published by Butte County for Emergency Operations Center Command and Control Software. We have carefully considered all aspects of the RFP and can comply with all the requirements outlined, as well as provide added value.

Veoci has a very strong presence in the state of California. Jurisdictions such as Alameda County, City of Alameda, City of Los Angeles, San Mateo County, Los Angeles USD, LAPD, various universities, airports and many others are very active and successful clients.

The proposed solution allows each of your five incorporated cities to act independently but also share information as needed with the entire county, while providing visibility to the county.

Veoci is a cloud-based, Software-as-a-Service (SaaS) platform designed for flexibility and usability, with the ability to make rapid changes as needed with a point and click interface. Veoci is in use by over 400 customers across over 40 US states and internationally as well. Our customers span the gamut from Governments (federal, state, and local), Higher Education, K-12, Hospitals and Healthcare, Airports and Airlines, Utilities, and Financial and other Enterprises, including top 10 Fortune 500 companies.

Veoci is a proud partner to more than 100 government agencies and municipalities. Our efforts target several problem areas typically found across local government jurisdictions. The manual administration of daily tasks, including data input and cross-departmental correspondence are just a few examples. Many of these organizations are under-staffed, and are forced to navigate multiple systems and data silos to achieve the desired incident preparation, planning and recovery outcomes. Digital transformation and workflow automation alleviate these administrative burdens and operational bottlenecks, freeing up incident/emergency management teams so they can focus on what's most important.

We have over 12 years of experience in configuring and deploying incident, crisis, and emergency management solutions designed to ensure resilience, communication, and accountability. We do all this with a priority on privacy, security, and availability. We are ISO 27001 certified, and maintain 99.999% uptime on Amazon Web Services (AWS).



Our platform is no-code and extensively configurable, enabling Butte County to also readily create applications that may complement the focus of the RFP, or be for a completely separate use case.

We are confident that our expertise in emergency management, the functionality and flexibility of our platform, and the dedicated training and services of our subject matter experts will address Butte County's goals for this project. Should additional information or clarification be required, please feel free to contact us. Mark Demski, CEM, will be your primary point of contact on behalf of Veoci Inc.; his information is listed above.

Sincerely,

Kenneth Moon
VP Marketing and Co-Founder



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Experience Summary

We have reviewed and considered all of the requirements indicated by Butte County, California for Emergency Operations Center Command and Control Software.

Veoci's solutions are built on our no-code platform. As it is our own platform we have total control over it - bug fixes, uptime, security, and enhancements. The major advantage is the time to make a change; in Veoci, many of the changes that would take weeks and months on a coded system, can be accomplished in minutes and hours; typically, a reduction of 95% in the time to incorporate a change. User needs can be met rapidly and iteratively, and continuous improvement becomes a reality. Veoci also has a "self-service" aspect that empowers system Administrators to make changes and customizations on their own.

The Veoci EOC is configured to align with each organization's continuity planning process, and provide flexibility for future changes as the environment or needs change. Plans are most commonly filled out at a departmental and functional level. The County can leverage a structured approach to preparing, launching, and reviewing plans. This includes gathering data, and reviewing/approving plans. The solution has analytics built into it to activate steps based on criticality thresholds that the client may have if there is a need to adapt data requirements based on process criticality.

Veoci proved its inherent flexibility during COVID-19, demonstrating how the system and the Veoci team successfully managed and provided value to our customers during this unprecedented event. Many Veoci customers immediately began to build solutions to deal with various aspects of managing the pandemic for their organizations; our customers built over 500 solutions related to COVID-19, from plasma donation and pre-screening forms, to complex contact tracing and employee tracking solutions.

Veoci has extensive experience providing solutions which allow clients to document every critical data point and related information for later use in reimbursement claims.

Benefits of Veoci

Flexible, No-Code

Unlike most other applications, our applications sit on a no-code platform. This type of platform presents one major benefit: cycle time for making changes and improvements. Overall, changes on the Veoci platform take 5% of the time to make similar changes in coded applications. In addition to the Darwinian advantage of reacting to changes, a positive cycle is also established with users who see their suggestions implemented quickly. In an IT rich environment a no-code platform like Veoci can improve productivity and bandwidth so that more applications can be built and more Users engaged, across a variety of departments, enterprise environments and functional units.

The "self-service" platform also empowers system Administrators to make changes and customizations to the existing features and design at any time, as conditions and parameters change for any given situation/incident.

Cross-application and Expandability

Veoci eliminates the need for purchasing and adding additional modules or components. For example, the same system that provides the virtual EOC can also be utilized for Emergency Notification and Incident Management. As a single platform with one code base for all customers, there is no differentiation of usage rights. No Silos and data can be used anywhere it is needed.



Customer Satisfaction

In addition to being a Leader in Gartner's Magic Quadrant for BCMP Solutions, Worldwide and being included in their Market Guides for Crisis and Emergency Management, and Business Continuity Management Program Solutions, we were also recognized as ranking the highest in customer satisfaction. This can be attributed to our Agile product development process and customer focused support teams, which incorporates customer input at every stage. For each implementation, our team first conducts in-depth needs/gap analysis workshops and sessions with our customers to map out a product roadmap that is directly aligned with the customer's unique requirements.

Additionally, Veoci's self service functionality translates into flexible configuration options, and minimum reliance on vendor participation.

Business Process Transformation

Our Software as a Service (SaaS) platform is ideally designed for emergency management and operations process automation and transformation, allowing organizations to overhaul existing manual-based workflows. It promotes real time online communication and collaboration for on-the-spot decision making.



Sample Timeline for Implementation

While Veoci will be available to Butte County within minutes of signing a contract, we estimate implementation and configuration of the solution to take approximately 16 weeks.

Project Function	Step Owner	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16
Project KickOff Meeting	Veoci/Butte Co	█															
Time Plan Agreement	Veoci/Butte Co	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Analyze Requirements	Veoci	█	█														
Requirement Analysis SignOff	Veoci/Butte Co		█														
Solution Configuration		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Designing Solution Blueprint	Veoci			█	█												
Building Solution	Veoci					█	█	█	█								
Unit Testing	Veoci																
Integrations/ Customization		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Integration Identification & Requirements	Veoci/Butte Co		█														
Integration Configuration	Veoci			█	█	█											
UAT		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
User Acceptance Testing (Rd I)	Butte Co									█	█						
Bug Fixing	Veoci										█	█					
UAT (Rd II)	Veoci/Butte Co											█	█				
OAT & Performance Test		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
IT SIT (System Integration Testing)	Veoci/Butte Co											█	█	█			
Security testing 4 weeks	Veoci/Butte Co											█	█	█	█		
OAT & Performance Test	Veoci/Butte Co											█	█	█	█		
Rollout Plan by IT for management approval	Butte Co												█	█			
Training		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Administrator Training	Veoci/Butte Co														█		
Deploy		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Soft Roll-Out I	Veoci/Butte Co														█		
Bug Fixes	Veoci														█		
Soft Roll-Out II	Veoci/Butte Co															█	
Fixes	Veoci/Butte Co															█	
FINAL ROLL OUT	Veoci/Butte Co																█



Similar Projects / Use Cases:

Alameda County, CA

Alameda County needed a solution where all of its cities could directly communicate to report incidents, request resources, and interface with surrounding cities. With many California cities already implementing Veoci, Alameda County's Emergency Managers soon recognized the benefits of the Software-as-a-Service (SaaS) solution and began county-wide implementation. The convenience of the all-in-one platform proved far more effective than emailing and calling to sustain communications across teams and departments. Cities that adopted the platform prior to the county-wide implementation kept their contracts with Veoci, maintaining the ability to customize the solution to fit their community's needs. Veoci allows Alameda County to convey the state resources they might need either responding to an incident or recovering from one. The platform also organizes an effective cross-city response to an emergency, providing a single operating picture from which all relevant stakeholders can work and communicate. Alameda County's communication with incorporated cities and neighboring counties, as well as its capacity for effective incident response, has become streamlined since transitioning onto Veoci.

Tulsa County, OK

Tulsa County needed a solution where they could fully perform Emergency Operations at the same time as having a place where they could centralized and monitor all Emergencies and Crisis Information from all its municipalities, departments and partners. By having an all-in-one platform they quickly implemented Inventory Management solutions for PPE and Shelter Distribution with Resource Request Processes; the mapping and notification features also proved far more effective than paper and email when implementing the Damage Assessment and Situational Reports for all departments.

Other Solutions like the JIC (Joint Information Center), customized ICS forms, HSEEP format After Action Report were of special interest for the Tulsa Emergency Managers and have been included and implemented in Veoci. The Inventory Management Solution has allowed them to keep better track of all PPE and shelter items, improve their request process and provide solid evidence of all the inventory process.

City of Grand Rapids, MI

Veoci provides a cloud-based Emergency Management solution to the City of Grand Rapids that includes Emergency Operations Plans (EOP) and COOP involving best-practice digital Forms for storing recovery strategies and templated activations in response to an incident, planned event, or exercise. Other aspects of the City's use of the platform include overall incident management with ISC Forms and an Incident Action Plan (IAP), resource requests, a personnel database and contact lists, mission tasking, configurable Dashboards related to the status of incidents and other operations, after-action reporting and exercise and improvement plans, road closures, and volunteer management tools.

Kent County, which Grand Rapids is the county seat of, also utilizes Veoci to completely digitize the EOC and all of its processes including incident reports, damage assessment, and resource requests. The resource request is able to not only keep track of the county's requests but requests coming from the state and other cities within the county.

City of Los Angeles, CA - Emergency Management Department

The City of Los Angeles uses Veoci to coordinate and execute incident management activities within their jurisdiction of four million citizens. In addition to standardized incident management functionalities,



the City has implemented Esri integrations and their Department of Public Health (DPH) created a resource request solution that they use to request staffing, durable medical equipment, and testing supplies. Veoci also provides services to the City related to Covid-19 contract tracing and response. Similar to other government customers, the City customized their solution and utilizes core functionalities to encourage communication and collaboration among departments and divisions.

Regarding their resource and inventory management capabilities, the City configured Veoci Forms that are referenced throughout resource requests, situation Reports, and branch/section Reports. Veoci also supports ArcGIS online integration. Through this capability, City Users can easily toggle on and off GIS data as overlays within Veoci without the need to define the complete data structure of each layer. A Map can show one or many of these layers and individuals can review summary information from the layers by clicking on objects. This location enablement provides operational awareness via a Map in the solution without requiring additional, manual work transferring data from their ArcGIS system.

[Texas Department of Emergency Management \(TDEM\)](#)

TDEM needed a platform to replace its existing electronic repository for Emergency Operations Plans (EOPs) for all jurisdictions across the State of Texas. Veoci successfully replaced the old system and added significantly to the functionality provided. Veoci now powers the Texas All Hazards Planning System (TAHPS). TAHPS is the system of record for the Preparedness Reports for all jurisdictions in the State recording the current status of their emergency planning. It is also the repository for all Hazard and Mitigation Plans for the State. It is in daily use across the state by jurisdictions to build their EOPs and ESF annexes in the tool using a self-serve wizard that generates their CPG compliant planning documents. It also serves as a self-service repository for other planning documents that the jurisdictions may have generated outside the system, but upload for the purposes of approval, and as a plan repository.

[References](#)

Domingo "DJ" Cabrera
Sr. Emergency Services Coordinator
Alameda County Sheriff's Office, Office of Emergency Services
4985 Broder Blvd, Dublin, CA 94568, USA
510-504-1950 (m)
925-803-7833 (o)
dcabrerajr@acgov.org

Joe Kralicek
Executive Director
Tulsa Area Emergency Management Agency
600 Civic Center, Tulsa, OK 74103
918-730-3911
jkralicek@cityoftulsa.org

Allison Farole, MPA, CEM
Emergency Management Administrator
City of Grand Rapids
38 LaGrave Ave SE, Grand Rapids, MI 49503
616-456-3212
afarole@grand-rapids.mi.us

Veoci Personnel Resumes

Team Member	Nathaniel Ellis
Title	Co-Founder and Director of Strategic Solutions
Work Experience	<p>2011 - Present Veoci, Inc.</p> <p>2007 - 2011 General Electric, Senior Team Leader, Business Solutions, GE SupportCentral Project</p> <p>2005 - 2007 General Electric, Program Manager, Business Solutions</p>
Education	<p>University of Cambridge, BA</p> <p>Yale University, MA</p>
Functional Area Expertise	Expertise in deconstructing customer requirements for product specifications and solutions developments
Past Projects	<p>United Airlines 2015 - Present Aircraft Emergency Plans and Activation Process; Mass Notification to 90,000 employees worldwide; BCP; and Station Emergency Planning. All hazards Emergency activation plan (Hurricanes/Winter Storms); and Mass Notification for 13,000 employees in the system.</p> <p>National Transportation Safety Board (NTSB) 2020 - Present Initial implementation complete, migrated from WebEOC and Rave, used for Daily Reports/Pages and Notifications, and Launch Team for accident investigations.</p>

Team Member	Gabriela Ontiveros
Title	Solutions Engineer
Work Experience	<p>2018 - Present: Veoci Inc., Senior Solutions Engineer</p> <p>2013 - 2015: IBM (Guadalajara, México), Application Owner and Application Focal Point, Analyst.</p> <p>2006 - 2013: Softtek (Aguascalientes, México), Business Analyst, Instructor</p> <p>2005 - 2006: Mabe Data Center (Querétaro México), IT Web Server Manager</p>
Education	Instituto Tecnológico de Querétaro
Functional Area Expertise	Emergency Management, CERT and Volunteer Management, Inventory Management, Damage Assessments

Past Projects	<p>Alameda County, CA - 2018 - Present County solution for Emergency Operations, allowing Cities and other jurisdictions to activate and manage local EOCs and share information and communicate with the County to coordinate responses. The solutions implemented included but not limited to: Emergency Management Mutual Aid facilitating the resource request among County, cities and the State. Initial Damage Estimation, where the cities can share this information with the County as well as Shelter Operations county and cities wide data is shared.</p> <p>Tulsa County, OK - 2020 - Present Solutions Engineer lead for the implementation of county wide solutions for Damage Assessment, Situational Reports across all departments, along with Emergency Operations Management Solutions, JIC and Public Assistance Forms. Inventory management solutions for PPE and Shelter distribution items</p> <p>Monrovia, CA - 2018 - Present Implemented solutions for the Fire department like Business Inspections and Brush Inspections allow the customer to schedule and coordinate inspections in the Team, at the same time as making notifications to the property owners and providing evidence of the inspection results.</p> <p>Lake County, IL - 2018 - 2020 Emergency Management solutions to manage and run training drills and coordinate and communicate with over 75 related municipalities, districts, and townships; allowing the centralization of all EM information for local management and coordinated response.</p>
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Team Member	Chip Orton, MBA, CPM, CEM, TEM
Title	Product Manager - Emergency Management
Work Experience	<p>2022 - Present Veoci, Inc., Product Manager - Emergency Managementdoc</p> <p>2014 - 2022 Amarillo Area Office of Emergency Management, Director</p> <p>2011 - 2014 City of Fort Worth, Emergency Management Duty Officer</p> <p>2007 - 2011 North Central Texas Trauma Regional Advisory Council, Director of IT</p> <p>2007 - 2007 Dallas-Fort Worth Hospital Council, Crisis Information Systems Manager</p> <p>2006 - 2007</p>



	<p>Dallas County Health and Human Services, SNS Coordinator</p> <p>2000 - 2004 City of Coppell, TX, 9-1-1 Operator / Police / Fire / EMS Dispatcher</p> <p>1994 - 1998 United States Coast Guard, Telecommunications Specialist (E-4)</p>
Education	<p>West Texas A&M University, MBA</p> <p>University of North Texas, Emergency Administration and Planning</p> <p>Certified Emergency Manager (CEM®), IAEM</p> <p>Texas Certified Emergency Manager (TEM), EMAT</p> <p>Certified Public Manager, Texas Tech University</p>
Functional Area Expertise	<p>Product and project manager, emergency management, disaster recovery, EOC operations, grants, technical expert in crisis software, notification systems, and IT systems.</p>
Past Projects	<p>Amarillo Area Office of Emergency Management: 2014 - 2022 Veoci client for eight years including EOC operations / activations, notifications through Veoci and Everbridge, COVID-19 contact tracing form in Veoci with over 7,000 entries, multiple damage assessments through Veoci</p> <p>City of Fort Worth, TX / NCTTRAC: 2007 - 2014 WebEOC administrator for North Central Texas region including EOC dashboard, development of STAR request, patient tracking, member of WebEOC international user board, key member of the Texas WebEOC Interoperability Project</p>

Team Member	Mark Demski, CEM
Title	Senior Account Executive
Experience	<p>2017 - Present Veoci Inc. - Senior Account Executive</p> <p>2012 - 2017 Intermedix - Senior Client Services Manager</p> <p>2011 - 2012 Maryland Emergency Management Agency - Assistant Director - Operations</p> <p>2004 - 2011 Department of Homeland Security and Emergency Management - Homeland Security Emergency Manager, Baltimore County Fire Department</p> <p>1991 - 2004 Baltimore County Fire Rescue Academy - ALS/BLS Programs Manager, Baltimore County Fire Department</p>



Firm Capabilities

Veoci as a virtual EOC is an expert in emergency management and supporting organizations in exercising command and control over any adverse situation. The platform allows customers to create, share, and manage information related to negative events and address all phases such as mitigation, preparedness, response, and recovery, and push any response components through an approval workflow to ensure that the response is appropriate, actionable, and approved at all necessary checkpoints.

We have been transforming organizations through automation since 2011, with the adoption of our first-ever client, the City of New Haven. Veoci was implemented just hours before the storm impacted the City. It was immediately used to digitize the calls coming in from residents. With Veoci's mapping capabilities, the City was able to obtain an accurate visual picture of the damage as it happened, and effectively prioritize the response. The Mayor was able to provide the residents with critical, detailed information (the number of trees that have fallen on electric wires) with confidence and credibility.

Over the years, Veoci's capabilities and customer base have grown exponentially. We now serve a broad spectrum of organizations and successfully manage emergencies, incidents, operations, cases, resilience, and notification efforts of over 400 organizations globally. Veoci has in-depth experience working with some of the largest enterprises, financial service firms, airports, airlines, transportation and governmental agencies and municipalities. As such, we are well versed in large-scale implementations that cross departments, facilities, and geographic regions. Our biggest Enterprise customer has over 100,000 employees.

The Veoci team includes professionals with 30+ years of experience following industry standards across multiple verticals and disciplines, especially in Emergency Management. They have regularly performed daily operational duties, risk assessments, impact analysis, organizing crisis management teams, and developing documentation (e.g. continuity plans, IT technical recovery plans, business continuity policies, crisis management plans, and support documents). This practical knowledge and experience is invaluable to the quality of the solutions and support we provide.

We also have a team of subject matter experts and practitioners specialized in navigating environments with varying degrees of complexities. For example, in the financial services industry, we address some of the biggest challenges in terms of compliance, security, and hierarchical infrastructure. Because of the customizable nature of our platform and support structure, we have been able to accommodate stringent requirements for security in the largest Fortune 500 companies. Our technical team understands the cyber landscape and includes experts who have been a part of the advancement of security, encryption and authentication over the past decades. We have worked closely with AWS for eleven years and are among the few applications to be "Cloud Native" in contrast to those ported to the cloud. We had the advantage and opportunity to begin our company at the time the Cloud first emerged.

Since our inception, Veoci has expanded its footprint across the country into several industries (government, transportation/airports, financial services, higher education, retail, non-profit and healthcare). We attribute this growth, in part, to our ability to individually and efficiently meet the evolving needs of our customers. For example, our company has implemented close to 500 new



solutions to help customers navigate emergency management, inventory tracking, reporting and communication needs in response to Covid-19. These solutions were implemented rapidly and with little to no disruption to normal operations.

To support our strategy for continuous growth and to continue to improve our position across industries Veoci has invested in significantly expanding our workforce over the past few years, which now represents 100 employees.

Veoci is committed to transparency and efficient communication. Access to all project files, meeting minutes, meeting recordings, correspondence, text, and chat is available in the Support and Collaboration room, ensuring that project knowledge and communication does not end up siloed or missing with a change of personnel. Veoci follows a multi-phase implementation plan for all projects, detailed in a Support and Collaboration Project Management Dashboard provided to every customer, with continuous project tracking and all information regarding milestones, deliverables, and progress available. Additionally, our solutions engineers work in highly collaborative teams, ensuring that all project knowledge is shared and making it easy to fill in for missing colleagues.

With regard to changes in the Veoci platform, we follow an iterative development model based on our customers' evolving needs. This is done transparently and Users generally will not notice any changes unless the customer's Administrators decide to make a change to their solution(s) to use a new enhancement. In a large majority of the releases, the changes are small and designed to be obvious and require no training. If there is a change that users will notice, Veoci provides extensive advance notice and if needed provides pop-ups and introductory text to make it easier to adapt to the new version.

We foresee no major or radical changes to the Veoci platform other than incremental improvements and enhancements for the term of the contract.

Please see our Proposed SOW for additional details re: project delivery, support services, etc.



Cost: Veoci Quote For Butte County

Veoci Quote For One Year

Quote number: Q-2023B7816383157

Term: 2023-Mar-01 - 2024-Feb-29

Expiration of Quote: 2023-Feb-11

Prepared By: Mark Demski | mark.demski@veoci.com

This document has been reviewed by: Chris Ford, VP of Sales & Partnerships

The Services will be available to Butte County - CA for the Term in exchange for the fees described below, and pursuant to terms included in Veoci’s Subscription Terms and Conditions, Service Level Agreement and Support Agreement (comprising Schedule A, Schedule B and Schedule C). Professional Service hours expire at the end of the contract term. This Quote incorporates the terms of the Veoci Master Services Agreements in all respects.

This is a preliminary estimate of fees in exchange for the Services described below. The configuration or fees could change as we better understand your requirements and environment. To acquire the rights to the Services, the provisions of the Master Services Agreement (MSA) and Order Form need to be reviewed, agreed upon, and executed. The MSA includes the Veoci Subscription Terms and Conditions, Service Level Agreement, and Support Agreement. These documents will be provided for review upon request.

Also required for final MSA execution is a Statement of Work that would be mutually created to specify requirements, deliverables, and the implementation process.

QTY	DESCRIPTION	ANNUAL SUBSCRIPTION
10	Full Time Named Licenses	\$9,765.00
35	Mid-Tier Named Licenses	\$6,836.00
955	Infrequent Named Licenses	\$58,285.00
Included	Hosting on Amazon Web Services	\$0.00
Included	Updates & Maintenance of Veoci Platform	\$0.00
Included	Support of Veoci Platform	\$0.00
150,000	Non-User Form Entries (External Forms)	\$0.00
	Total Annual	\$74,886.00

QTY	DESCRIPTION	ONE-TIME FEE
1	Veoci Core for County Implementation per SOW	\$13,860.00
20	Professional Service Hours	\$3,600.00
10	Bootcamp Training Administrator Training Credit	\$9,500.00
3600	Custom Developed and delivered virtual End User Training per SOW	\$3,600.00
	Discount Administrator Training Discount	\$(5,700.00)
	Total - One-Time	\$24,860.00
	Sales Tax (at 0.00%) *	\$0.00
	Total First Year	\$99,746.00

* Plus, Applicable Sales Tax



Veoci Quote For Two Years

Quote number: Q-2023B7816383158

Term: 2023-Mar-01 - 2025-Feb-28

Expiration of Quote: 2023-Feb-12

Prepared By: Mark Demski | mark.demski@veoci.com

This document has been reviewed by: Chris Ford, VP of Sales & Partnerships

The Services will be available to Butte County - CA for the Term in exchange for the fees described below, and pursuant to terms included in Veoci's Subscription Terms and Conditions, Service Level Agreement and Support Agreement (comprising Schedule A, Schedule B and Schedule C). Professional Service hours expire at the end of the contract term. This Quote incorporates the terms of the Veoci Master Services Agreements in all respects.

This is a preliminary estimate of fees in exchange for the Services described below. The configuration or fees could change as we better understand your requirements and environment. To acquire the rights to the Services, the provisions of the Master Services Agreement (MSA) and Order Form need to be reviewed, agreed upon, and executed. The MSA includes the Veoci Subscription Terms and Conditions, Service Level Agreement, and Support Agreement. These documents will be provided for review upon request.

Also required for final MSA execution is a Statement of Work that would be mutually created to specify requirements, deliverables, and the implementation process.

QTY	DESCRIPTION	ANNUAL SUBSCRIPTION
10	Full Time Named Licenses	\$19,530.00
35	Mid-Tier Named Licenses	\$13,672.00
955	Infrequent Named Licenses	\$116,567.00
Included	Hosting on Amazon Web Services	\$0.00
Included	Updates & Maintenance of Veoci Platform	\$0.00
Included	Support of Veoci Platform	\$0.00
150,000	Non-User Form Entries (External Forms)	\$0.00
	Total Annual	\$149,769.000

QTY	DESCRIPTION	ONE-TIME FEE
1	Veoci Core for County Implementation per SOW	\$13,860.00
20	Professional Service Hours	\$3,600.00
10	Bootcamp Training Administrator Training Credit	\$9,500.00
3600	Custom Developed and delivered virtual End User Training per SOW	\$3,600.00
	Discount Administrator Training Discount	\$(5,700.00)
	Total - One-Time	\$24,860.00
	Sales Tax (at 0.00%) *	\$0.00
	Total First Year	\$174,629.00

* Plus, Applicable Sales Tax

NOTE: This is a two year quote. If you were to pre-pay the second year upfront a 3% discount would be applied to the second year. The final cost if pre-paid would be \$172,383.00.



Veoci Quote For Three Years

Quote number: Q-2023B7816383159

Term: 2023-Mar-01 - 2025-Feb-28

Expiration of Quote: 2023-Feb-12

Prepared By: Mark Demski | mark.demski@veoci.com

This document has been reviewed by: Chris Ford, VP of Sales & Partnerships

The Services will be available to Butte County - CA for the Term in exchange for the fees described below, and pursuant to terms included in Veoci's Subscription Terms and Conditions, Service Level Agreement and Support Agreement (comprising Schedule A, Schedule B and Schedule C). Professional Service hours expire at the end of the contract term. This Quote incorporates the terms of the Veoci Master Services Agreements in all respects.

This is a preliminary estimate of fees in exchange for the Services described below. The configuration or fees could change as we better understand your requirements and environment. To acquire the rights to the Services, the provisions of the Master Services Agreement (MSA) and Order Form need to be reviewed, agreed upon, and executed. The MSA includes the Veoci Subscription Terms and Conditions, Service Level Agreement, and Support Agreement. These documents will be provided for review upon request.

Also required for final MSA execution is a Statement of Work that would be mutually created to specify requirements, deliverables, and the implementation process.

QTY	DESCRIPTION	ANNUAL SUBSCRIPTION
10	Full Time Named Licenses	\$29,295.00
35	Mid-Tier Named Licenses	\$20,508.000
955	Infrequent Named Licenses	\$174,851.00
Included	Hosting on Amazon Web Services	\$0.00
Included	Updates & Maintenance of Veoci Platform	\$0.00
Included	Support of Veoci Platform	\$0.00
150,000	Non-User Form Entries (External Forms)	\$0.00
	Total Annual	\$224,654.000

QTY	DESCRIPTION	ONE-TIME FEE
1	Veoci Core for County Implementation per SOW	\$13,860.00
20	Professional Service Hours	\$3,600.00
10	Bootcamp Training Administrator Training Credit	\$9,500.00
3600	Custom Developed and delivered virtual End User Training per SOW	\$3,600.00
	Discount Administrator Training Discount	\$(5,700.00)
	Total - One-Time	\$24,860.00
	Sales Tax (at 0.00%) *	\$0.00
	Total First Year	\$249,514.00

* Plus, Applicable Sales Tax

NOTE: This is a three year quote. If you were to pre- pay the second and third year upfront a 3% discount would be applied to the second and third year. The final cost if pre-paid would be \$245,021.00.



Draft Scope of Work - Veoci Proposed SOW

Provided here is a Proposed SOW which describes work to be done, which would serve as the basis for a future MSA based on the requirements and points described in Attachment III of the RFP. We can provide a sample MSA upon request.

1. Scope Statement

Veoci will provide a cloud-based, SaaS incident and emergency management solution by implementing our government CORE product with additional capabilities.

This SOW, including all services and deliverables described herein, is proposed subject to the terms and conditions of the RFP response between Veoci and Customer, numbered 70497.

2. Change Management & Governance Plan

Veoci utilizes Project Management tools that follow standard practices, such as the Project Management Body of Knowledge (PMBOK Guide), which describes established norms, methods, processes, and practices to ensure successful implementations and completion across all phases of the project life cycle.

Veoci also internally uses the system's tools (i.e., Task Management, Plans, Forms, Workflows, Reports, Dashboards, Rooms, and Calendars) to manage customer projects. These provide a venue for planning, controlling, and coordinating projects in collaboration with all stakeholders while also presenting a clear and consistent methodology for logging and sharing project data and metrics to Users with permissions. Veoci's tools facilitate updating project status information in real-time and allow for ongoing project reporting.

During project implementation, the customer may identify additional functionality. Any request that changes the scope of the project or the functionality beyond that identified in the SOW requires a change request and must be reviewed and approved by the project stakeholders. Change requests are entered into Veoci via a Workflow where the impact of the proposed change on scope, deliverables, schedule, and cost are evaluated. The project sponsor then approves or rejects the change, a new SOW (or an SOW addendum) detailing the approved changes is generated, and the entire process is recorded in the Change Management Log.

3. Veoci Implementation Plan

Veoci's approach to system implementation comprises four phases. The Veoci tools for Project Management will be available to manage the project following PMP standards during all the project phases. Individual project milestones may go through these phases independently and in parallel, completing one project milestone while others are still in progress.

Phase 1. Requirements and Planning

During this phase, the Customer Project Lead (and/or backup), other stakeholders identified by the customer, and the Veoci team work together to determine the project requirements, defining details about the implementation plan, identifying the material resources and staff (both from the customer and Veoci) needed to successfully complete the project, and creating the overall configuration plan.



The customer will be responsible for not only communicating requirements, but also gathering and organizing information from their internal stakeholders. The customer will provide the Veoci team with an understanding of its organization and processes, methods, and software applications in use that may need integration, as well as other information necessary to ensure a successful planning phase. As indicated throughout the proposal, Veoci will compile the requirements to implement the defined solution.

Both parties will also work together on the Planning phase when the customer's team will provide the information needed to the Veoci team for the creation of the overall plan for the configuration of the defined solution.

Phase 2. Configuring, Piloting, and User Feedback

During this phase, the assigned Veoci Solutions Engineers will build, configure, and test the new system as defined in the previous phase. The customer will assign personnel as required to work with Veoci on final testing and specify any changes needed. The Veoci team will also work with the customer's team to implement integrations with other systems if required. If development effort is needed, any additional cost associated with integration will be assessed.

Phase 3. User Acceptance and Go-Live

During this phase, the customer will accept the system implemented. Veoci provides technical support to the customer's Administrators and Users to complete all knowledge transfer activities prior to the following training phase. Employees will answer Veoci team members' questions, provide support and reviews, assist with migration and integration, and be available for UAT (User Acceptance Testing).

Phase 4. Training

Veoci is simple, intuitive, and easy to use, so most users need only an introductory formal training. Neither the end-users nor Administrators need a formal IT background or programming knowledge to learn Veoci.

Our training empowers Administrators to modify and change the solution and add processes and methods due to the no-code configuration. Veoci incorporates know-how from hundreds of thousands of Users and tens of thousands of processes over the past 11 years, during which time the core Veoci team trained thousands of Administrators.

The SOW outlines our proposed training structure and delivery mechanisms based on our understanding of a customer's solutions and needs. We below list possible selections for training options but these items are not specifically included in the SOW. Our team will propose a combination of the following:

- Remote orientation webinars recorded for later viewing
- Our online Help/Knowledge Base that is part of the Veoci platform
- Short Task and role-specific videos for end-users
- Train-the-trainer sessions
- Boot Camp training sessions for Administrators that are available in-person or online

If needed, our team can develop specific training manuals for the customer with screenshots and "How To" instructions.

An overview of Veoci knowledge resources, including webinars, Boot Camps, training courses, and downloadable training materials, can be found at <https://veoci.com/knowledge-resources>.



Phase 5: Maintenance & Technical Support

Once Veoci has completed the Implementation Phase and the customer verifies acceptance of the solution, the Maintenance and Technical Support Phase begins and remains in place for the duration of the associated software licenses. Maintenance includes updates to Veoci software, patches and fixes, and major upgrades to the platform to support operational effectiveness. Maintenance includes only minor changes to customer-specific solutions. Technical support includes access to Veoci resources along with continued monitoring and assistance from the Implementation team.

Regarding maintenance, the Veoci Development team follows the agile methodology and delivers a new version of software every few weeks. The team completes this process transparently, and Users generally do not notice changes until their Administrators decide to implement the new functionality. In a majority of releases, changes are small, designed to be readily apparent, and require no training. If a change will significantly affect how Users navigate within the platform, Veoci provides extensive advance notice and, as needed, provides pop-ups and introductory text to facilitate adapting to the new version. New tools, applications, or functionalities requested by the customer are not included in software updates. New versions of the software are available to customers at no additional cost.

Veoci's technical support encompasses access to the Veoci Knowledge Base, Help Desk, and community resources such as webinars and User groups. These resources dispense technical advice and innovative assistance to allow the customer to resolve problems with its solution.

A team of Veoci professionals, including Solutions Engineers and Customer Service Managers (CSMs), remain available to provide ongoing support and input as part of our commitment to helping customers maximize the value of their solution. If a customer requires additional features or significant changes to the existing solution, Veoci will respond to these requests and bill at our standing rate for professional service hours.

Engagement Model

The Veoci team will be engaged during implementation for an average of 5 hours per week until the implementation outlined in this SOW is complete with no additional fees beyond what is included in the agreed upon MSA. Engagement includes weekly meetings plus offline work such as building solutions, project documentation, and completing software integrations. Should a customer need an implementation to be expedited, Veoci can be flexible if we have resources available.

The Veoci team will be available to perform the implementation, beginning at the agreed upon start date and continuing through the delivery of the completed solution. If implementation delays occur due to a lack of customer participation or cooperation, team resources may be removed from the implementation. Team resources would then be reassigned depending on availability.

Customer Participation Vital for Implementation Success

Veoci's implementation process is highly collaborative and includes regular participation from the customer's team. Successful delivery of an on-time solution requires that customers provide data and information and respond to requests in a timely manner, as well as attend regular project status meetings to provide input on the solution.

Implementations are managed from within the customer's Support and Collaboration room where task management, plans, forms and workflows, reports, dashboards, and calendars are integrated into the Veoci platform. These tools allow Veoci to plan, control, and coordinate projects in collaboration with all stakeholders involved. All communications, action items, tasks, and meeting minutes related to the



project are logged and shared in Veoci rooms accessible and restricted to permissioned Users. The Room Dashboards provide project status information in real-time and allow for ongoing project reporting.

4. Verified Deliverables

Veoci uses the Deliverable Verification Workflow to automate the process of collecting customer acknowledgment and acceptance of each deliverable listed in the project plan. Once a deliverable has been built and undergone User Acceptance Testing (UAT) by the customer and no further additions or revisions are required to complete the deliverable, Veoci will request that the customer accept and acknowledge receipt of the deliverable. This is done through an automated Workflow process that generates an email notification for the Customer Project Manager to review and approve. The Project Management Dashboard displays the status of all project deliverables. As Deliverables are accepted and become part of the customer's Veoci solution, Veoci considers implementation complete and is available to provide ongoing support.

5. Milestones and Deliverables

5.1. Incident / Event Response

The Incident / Event Response product provides a means to digitize and operationalize an organization's response plans and tasks for all-hazards events. A customizable and reusable template allows for adding predesignated members, sending notifications, prepopulating tasks and documents for planned events and no-notice incidents.

Upon launching the template, the virtual Emergency Operations Center (EOC) allows for communication and collaboration to manage the incident or event. Dashboards have been curated to create a common operating picture.

5.1.1. Incident Management

Whenever an organization is going to manage an all-hazards incident response, planned event, special event, exercises, situational awareness, or other collaboration is needed, it will create an Incident Room. All activity having to do with an incident or event is managed within a Room, which comes with a rich set of tools that are useful during the planning, response, recovery, and mitigation stages. There is no restriction on how many Rooms can be created or open at the same time. This means that multiple incidents, exercises, and daily operations can be run in parallel.

Veoci will create an all-hazards "Room Template" that can be launched on-demand. This template incorporates the following NIMS and ICS/Compliant functionality:

5.1.2. Incident Logging

Veoci will implement its best practice Form for logging incidents. Incident status can be tracked and related to Resource Requests and Mission Tasks. The following Reports will be created for incidents: All Incidents, Open Incidents, Incidents by Status, Incidents by Type, and if applicable Incidents by County and Incidents by Jurisdiction.

All Reports can be viewed in a tabular format, calendar, or map, or exported to PDF or Excel. The customer can create an unlimited number of additional reports using Veoci's point-and-click interface.

5.1.3. ICS Forms and Incident Action Plan

Veoci provides comprehensive, dynamic, and FEMA and CPG 101 compliant ICS forms for all departments and divisions in a given jurisdiction. Veoci has successfully deployed these to meet all customers' reporting requirements. When populated, ICS forms can roll up or be independently printed and exported to PDF. ICS Forms included: 201, 202, 203, 204, 205, 205A, 206, 207, 208, 213RR, 214.

Veoci will implement its best practice IAP solution. The IAP combines the appropriate forms as selected by the Incident Commander or Administrator, and when populated, can be printed and exported to PDF.

Veoci will implement its best practice ICS and IAP Dashboard which provides easy access to complete or view ICS Forms and the IAP and can be integrated with all maps, timelines, and threads.

5.1.4. Resource Request Management

Veoci will provide its best practice workflow for tracking resource requests. This workflow is based on the input fields and process outlined in ICS 213 RR. The following reports are included with this workflow: Requests by Status, Requests Initiated, Requests Awaiting Me, Resource Requests In Progress, Resource Requests Closed. All of these reports can be viewed in tabular format, calendar, or map, and can be exported to PDF or Excel.

Veoci will implement a Resource Request Dashboard which provides easy access to create, track or view all ICS 213 Resource Requests created for the incident/Room.

5.1.5. Windshield Survey

A Windshield Survey Form will be created to report damage. The Form and it's reports can be accessed from the Events Dashboard. The Form includes a Veoci default Print Template and a general saved view.

5.1.6. Damage Assessment Form

A Damage Assessment Form will be created that allows users to document damage that occurred at a property. This form captures critical information such as the address, property type, photos / videos, estimated damage amount, and contact information. A report will be created that shows all damage assessments completed and a second report will show the aggregate sum of estimated damage amounts. All Reports can be viewed in a tabular format, on a map, and on a dashboard.

5.1.7. After Action Report, Exercise Plan, and Improvement Plan

Veoci will implement its best practice solutions for After Action Reports, Exercise Plans, and Improvement Plans, based on the HSEEP principles. These Reports and Plans can be completed through online Forms and each will have an output template that can be printed or saved as a PDF. A Dashboard will be created that displays Reports and Plans

and a tool for tracking outstanding corrective actions will be available. Corrective actions can be assigned and notification alerts are delivered via the web, mobile app, email, and SMS if desired.

5.1.8. Road Closures

A Form will be created which allows the customer to document planned or unplanned road closures. The road closure data is available on a Dashboard, Calendar, and Map.

5.1.9. Shelter Status Reports

A Form will be created that allows the customer to record shelter information including their location, type, resources, accessibility, and guest counts. This information will be displayed on a Dashboard and Map.

5.1.10. Meeting Schedule

A Form will be created that allows the customer to create a meeting schedule, document agendas, and record minutes. The information will be available on a Dashboard and on a Room Calendar.

5.1.11. Incident Briefing Form

Veoci will implement its best practice Form for quick Incident Briefing. This Form keeps track of all incident briefings and includes a summary of the situation, objectives, key decisions, and date/time of the next Incident Briefing.

The latest entry is always displayed in the Events Dashboard.

5.2. County and Jurisdictions Organization Structure

5.2.1. Organization Structure

Creation of the County and their jurisdiction organization structure, which includes the following: 6 Veoci Organizations, 6 EOC Groups, 16 EOC management lists (for the County and the 5 Jurisdictions)

5.2.2. County-Jurisdiction All hazards Event Template

An Emergency Management Core package, which is an all hazards Incident/Event Template, described in this SOW, will be implemented for the following jurisdictions:

- County: (1) Butte Emergency Operations Center Command
- Cities: (5)

5.2.3. County and Jurisdictions Relationship

Veoci will update the All Hazard event template in the Jurisdictions with a Dashboard that will allow the jurisdiction to communicate with the County, in case of requesting Resources or support of just notifying the status of the event to the County. At the same time, Veoci will enable the County to have visibility of the Jurisdictions current situation at any moment, by designating a "Room" to collect and host all the Jurisdictions' shared data. This will allow the County to monitor the Jurisdiction on a daily basis and provide on-time support when needed.

6. Training

For the Statement of Work included here, Veoci recommends the training program described below. Based on the size and complexity of the customer's operation, additional training needs may be identified throughout the implementation and can be provided using Professional Service hours to tailor and deliver customized training.

End-User Training

Following the delivery of each of the milestones described in the SOW, Veoci will provide two (2) remote end user trainings that cover basic navigation and use of the solution implemented and described in this SOW.

The Veoci Team will develop the customized End-User training material including an exercise for the conclusion of the training, and one of the sessions will be recorded. The customer will be able to keep these training materials for future reference, If any of the deliverables from the solution get updated or modified after the material has been delivered, it will be the customer's responsibility to keep the material updated as well, to be consistent with the current state of the Veoci solution.

Veoci Administrator Training Sessions

Veoci employs a train-the-trainer framework, so that post-implementation and training, customer Administrators will be empowered to train End Users to use the specific Veoci solutions.

Veoci offers in-depth, virtual training sessions for administrators. These sessions are designed to provide customer designated Administrators with the skills necessary to manage, maintain, and modify the solution and to add processes and methods as needed. sessions are designed to provide customer-designated Administrators with the skills necessary to manage, maintain, and modify the solution and to add processes and methods as needed.

The following course is appropriate for this implementation: Incident Management: Veoci Administrator Training

7. Professional Services for Solution Customizations

Veoci is extremely flexible and can be easily configured and reconfigured to adapt to changing organizational processes. Veoci Solutions Engineers tailor solutions to meet customer's specific needs through the use of Professional Service Hours. Professional Service Hours can also be used by customers to finalize their solution at inception in order to have a completed solution that is available for use immediately.

Twenty (20) hours of professional services are included in this SOW. The customer can direct these hours to be used for:

- Point-and-click customizations to solutions
- Building additional solutions using our point-and-click interface
- Creating/updating print templates for Forms, Workflows, and Task Types
- Developing custom training material
- Solution design consulting

8. Assumptions & Work Requirements

In addition to any other responsibilities or duties described in this SOW, set forth below is a list of the obligations for which the customer is responsible, and assumptions upon which Veoci has relied in creating this SOW.

- The customer will identify, and make available for the duration of this project, one primary contact to act as Project Lead.
- The Customer Project Lead will brief their project team on Veoci and the customer's goals and objectives prior to the kick-off call.
- The customer holds primary responsibility for data quality of sufficient standards to achieve customer goals.
- Customer data for migration must be in the format specified either in the Deliverable or as detailed by the Veoci implementation team following initial requirements gathering. Data to be migrated must be ready for upload, in addition to being in the specified format (CSV file, PDF, etc.). For example, if importing into a field that accepts blue/red/green as attributes, entries can not include lime green.

The customer will cooperate in good faith with Veoci in its performance of this SOW by:

- Allocating sufficient resources and time to perform any tasks reasonably necessary to enable Veoci to perform its obligations under the SOW.
- Delivering in a timely manner any customer collateral and other obligations required for each Milestone included in this SOW.
- Responding in a timely manner to Veoci's inquiries related to the SOW.
- Actively participating in scheduled project meetings, completing accurate and timely information, data and feedback all as reasonably required.

Integration Requirements

To successfully complete an integration, Veoci will require assistance and cooperation from the customer as well as the integrating vendor. Integrations often require access credentials, sample data, and testing before being completed.

Veoci exposes a REST API that can be used by other systems to send data to Veoci or query data from Veoci. Use of this API is included in this SOW.

Veoci also has a console for configuring connections with APIs exposed by other systems - specifically ones that are accessible via the web and output either XML or JSON data. An unlimited number of these connections can be established by the customer.

Veoci can also connect with a web-facing SFTP site or an AWS S3 bucket to run a scheduled import of either CSV or XLSX data. This functionality is not self-service and needs to be configured by the Veoci team at an additional cost.

For new integrations that Veoci has not yet implemented, Veoci will work to implement a direct integration through REST API call to this system. Veoci's API integrations are highly flexible and can be implemented easily; however successful integration is dependent on the application that is being



integrated. Veoci will work with the customer and the application vendor to implement the integration to accomplish the goals specified by the vendor wherever possible. Should an API integration not be feasible other options such as flat file upload via a SFTP or S3 bucket can be explored as well.

Functionality related to non-standard integrations may require additional configuration by the Veoci team, which will be provided at an additional cost.

Data Migration Requirements

Customer data for migration must be in the format specified either in the Deliverable or as detailed by the Veoci implementation team following initial requirements gathering. Data to be migrated must also be ready for upload, in addition to being in the specified format (CSV file, xlxs). For example, if importing into a field that accepts blue/red/green as attributes, entries can not include lime green.

Legacy data provided to Veoci in a format other than that agreed upon will create an error in the system and not allow it to be uploaded. Veoci will not correct data errors, thus it is vital that the data provided to Veoci be in the exact format as agreed upon.

9. Veoci Solutions Building Blocks

Veoci tools are the elements that provide specific functionalities within Veoci solutions. During implementation, Veoci Solution Engineers select the tool or combination of tools to configure the solution based on the customer's goals, existing processes, and available data.

Alerts, Notifications, and Check-Ins

Alerts, notifications, and check-ins can be configured for individuals or groups based on actions or conditions. Notifications include phone calls, conference calls, text/SMS, email, and mobile app alerts. Additional costs are associated with configuring and on-going fees for conference calls.

Custom Actions

Custom Actions allow Administrators to define additional events to be triggered after someone creates or updates a Form Entry, Workflow, or Task.

Dashboards

Dashboards provide a visual summary of key information and metrics in one easily accessed location.

Forms

Forms are used to collect data in a structured format. Forms also serve as databases, often replacing multiple spreadsheets, and as ways to populate fields on Maps and Dashboards. Veoci provides considerable flexibility to configure fields included in Forms, and entries can include text, numbers, email addresses, selection options, date, and time fields.

Lists

Lists allow individual members to be grouped together for common activities or notifications. Members can be both customer employees and outside stakeholders, such as local emergency responders. A robust system of permissions manages individual member access to ensure appropriate and secure access to the Veoci platform.

Mapping Capabilities



Veoci provides real-time integration with Google Maps or other GIS software. Users can enable or disable layers of location data coming from Veoci content such as Forms, Workflows, and Tasks. Users can also add annotations (i.e., points, lines, polygons) and labels to Maps and enable or disable GIS layers.

Plans

Plans are repeatable Room Templates that can be launched when a Plan is triggered. Plans can be used to instantly create Rooms that are prepopulated with Dashboards, Workflows, contact lists, required documents, Tasks, and other Templates.

Print Views

Print Views are customized views of a Form or Workflow entry that can be printed, emailed, exported to PDF, or added to Veoci Dashboards to provide situational awareness. Many Veoci solutions include default Print Views, especially those needed for regulatory reporting or compliance. Customized Print Views can be created as needed. Print templates are designed using a WYSIWYG or HTML.

Reports

Reports are created to capture and present information to stakeholders, both within and outside of Veoci. Reports are exported from Veoci using PDF print templates. Summary information from Reports is often displayed on Dashboards.

Rooms

A Room is a collaboration space in Veoci that contains tools for gathering information and making decisions. Rooms can have cascading or descendant rooms—known as Side Rooms. Almost all End User activity occurs in a Room or Side Room.

Saved Views

Saved Views are customized views of Form or Workflow entries that are configured to show specific information in a distinct format. Saved Views are used to display information grouped by defined criteria. Saved Views can be created for Forms, Workflows, and Tasks.

Tasks

Tasks assign a specific responsibility or action to an individual. Tasks can be configured to include structured work requests, categories of Tasks, priorities, and map locations.

Workflows

Workflows are used to automate work processes. The customer defines the people, data, and process involved, and Veoci manages the flow of information and provides transparency, reminders, escalations, and reports. Workflows also include automatic conditional steps and assignments for those situations when processes follow alternative flows.

Exceptions

In the event of contract award, Veoci requests the following revisions to the Butte County, CA Model Contract.

1. Attachment III, Paragraph 2

Additions to the scope of work that occur after contract execution may incur additional fees. For clarity, we request that the italicized language be inserted into the second paragraph of this document.

At (fill in the appropriate point) prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work, *which will be performed at the standard prices set forth in the CONTRACTOR'S bid proposal unless otherwise agreed upon in writing*. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract's scope of work, it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

2. Attachment V, Section 1 - Remedies:

We request that the liquidated damages requirement be removed from this contract. The requirements for a SaaS solution often change during the implementation stage as the customer's needs evolve, and these changes are likely to alter project timelines. We will work with the Butte County team to design and deliver a solution that best meets the County's needs as they evolve, however, in order to take advantage of the flexibility that SaaS solutions provide, we ask that the third paragraph of this section be deleted in its entirety.



Additional Information / RFP Requirements

Scope Of Service (Section 4 of RFP)

The County anticipates the consultant selected for this work ("CONTRACTOR") shall provide knowledge, experience, and technical competence to provide an emergency management software system across the OA that will provide:

- A system from which Elected Officials, City and Town Managers, Department Directors, and invited partners can gain situational awareness of incidents and events in their respective jurisdictions, and with permissions, in neighboring jurisdictions.

Veoci is designed to integrate all key stakeholders and partners whether pre-defined or added "on-the-fly." Veoci will deliver its solution so that each jurisdiction can operate or actively participate in Veoci independently, but still allow neighboring jurisdictions to have visibility or participate with permission from the originating jurisdiction.

- The system must provide County personnel and invited partners the ability to view, interact and potentially direct emergency management activities as necessary.

Veoci allows, with defined permissions, the ability for County personnel to view, interact, and potentially direct emergency management activities in its own instance or other local jurisdictions. This capability is simple and easy to implement with a push of a button in seconds.

- Information sharing by many jurisdictions and via a remote hosting solution provided by the selected vendor.

Any incident or event is easily expandable to include other or neighboring jurisdictions, key stakeholders, or even NGOs or deployed (or State) responders if necessary. The solution is remotely hosted on AWS with access via browser or mobile device via Veoci's mobile application for iOS and Android.

- Simple integration and accessibility by users.

Simple integration is available via adding of users individually or in bulk by email notification, manual addition, or upload from a template spreadsheet. API interfaces are also available to integrate user data from external sources if desired.

Veoci's ease-of-use, accessibility, and cloud-based environment encourage timely collaboration across a broad network of Users for critical alerts and decision making to maintain overall safety, efficiency, and situational awareness of daily operations.

- Ability to share maps, reports, and documents developed on standard software industry COTS (Commercial off the Shelf) products

Veoci is fully capable of the creation, sharing, and "on-the-fly" dynamically generated maps. The mapping feature is also able to pull in information from other systems via API or integrate with ESRI for GIS layers.

Reports and documents from standard industry COTS products can be uploaded, shared, and stored using Veoci's solution.

System Capabilities And Features (Section 5 of RFP)

a) The system must be applicable for use in:

i) All-Hazards response

Veoci is extremely flexible and can be easily configured and reconfigured as many times as you need to adapt to changing processes and can be used in multiple use cases & hazards across multiple industries.

ii) Special events

Veoci is extremely flexible and can be configured for any planned and scheduled, one-off or repeated events.

iii) Training and exercise

Veoci provides a realistic exercise experience for an emergency operations center or multi-agency operations center. Using a Veoci Plan as a sim cell allows you to automatically and quickly schedule injects and avoid the usual slowdown, delay or manually passing out of injects. Players can immediately take action on each inject assigned to them.

The ability of Butte County staff to respond to a very high volume/frequency of tasks and issues may be tested which will help in staffing planning for certain scenarios. Such scenarios will also help measure the staff awareness of high demands in resources and their ability to monitor and manage the use of such resources in a major event. This ultimately tests responsiveness.

iv) Field operations

Veoci allows in-field data collection from any device: mobile, tablet, or PC. It also includes an off-line mode that allows forms to be saved on a mobile device and synchronized when a network connection becomes available. This is an important feature to help manage inspections in the field where Internet access may be spotty or missing.

v) Department Operations Centers

Veoci operates as an Emergency Operations Center (EOC) environment but by its very structure, is created to work with Department Operations Centers (DOC) and connect them to the EOC whether they are in the EOC or can virtually connect them to the EOC or EOCs.

vi) Area commands

Veoci Rooms can be used as the command and control centers for preparation and response to any adverse situation. Users can be assigned Tasks and Workflows, add multiple types of files and notes, and monitor progress and impact through Dashboards. The system can log inbound Reports and send Notifications to the appropriate teams and stakeholders, such as to the Office of General Counsel or Compliance Managers.

vii) Staging areas

Veoci is capable of the creation of forms / workflows to manage staging areas and also map those staging areas dynamically to show key stakeholders where they are and what their status is.

viii) Emergency Operations Centers

The Veoci platform is inherently designed to bring geographically dispersed, remote employees and individuals together in virtual Rooms, using common interfaces and data that is always synchronized. As a cloud-based platform delivered via web browser and mobile application, the



location of the workforce can be anywhere in the world with an internet connection. Veoci provides robust out-of-the-box notification and alerting capabilities which are equally accessible and relevant for any member of the workforce regardless of location.

Veoci is ideally suited for organizations with widely dispersed workforces, multiple branches and locations, and/or a major work-from-home component. Veoci solution users will be using a common interface, templates, tools, and collaboration Room(s) with centralized data and reporting to keep everyone on the same page and all parties informed, no matter where they are in the world.

b) The system must feature the ability to:

i) **Integrate Multi-agency collaboration**

Veoci is designed to foster and facilitate collaboration between multiple agencies. It is a uniquely complete system that allows authorized users to communicate and contribute to any operations and response activities, and work together on common processes. At the same time, the solution can be configured to suit the different and unique needs of different agencies and departments on the same platform, and allow for data to be consolidated and/or cordoned according to the County's needs.

ii) **Integrate multi-discipline collaboration**

Veoci's solution provides multidisciplinary collaboration across not only key stakeholders (management, police, fire, public works, etc) but different areas such as real-world incidents, exercises, planned events, continuity of operations (COOP), management of volunteers (CERT), and business continuity planning (BCP).

iii) **Provide visual reporting via maps, dashboards, and digital reports**

Veoci is an Esri partner, and offers a natively integrated version of ArcGIS. If desired, we also offer Google Maps. In both cases, our mapping functionality is fully featured and can be integrated with an existing Esri instance to allow existing data to be displayed simultaneously with incident data.

Interactive, real-time Dashboards can be configured to display any critical incident information. Dashboards can be pushed to individuals or teams and are fully configurable. Dashboards can provide insight to any data stored in Veoci. Veoci also comes with a robust review and reporting tools to address all issues that are submitted into the system. This feature is very flexible and allows for the creation of reports that enable teams, departments, and administration to have their own views of assets, incidents, resource requests, assessments, and more.

There are also several different ways to visualize and track processes and their various attributes (e.g., status, assignment, priority). Reports can be tweaked, and new reports can be built by a novice User in less than five minutes. Reports and status updates can be viewed from any number of Dashboards that securely display information in real-time, across different departments.

iv) **Provide near "real-time" reporting via Wi-Fi or cloud-based sharing features from field operations to command posts and vice versa**

Veoci's platform allows for real-time reporting of all users and staff, as well as location and check in / availability requests via its two-way communication. Interactive real-time dashboards can be configured to display any critical incident information including field operations to command



posts and vice versa. As all data is centralized in the cloud, is provided near real-time across the solution, and will always be consistent for all users.

v) **Maintain a library of fillable ICS forms and the ability to easily store documents in a cloud or server-based environment**

Veoci will provide its best practice ICS Forms. Veoci has successfully deployed these Forms to meet other customer's reporting requirements. When populated, these Forms can be printed and exported to PDF. ICS Forms Included: 201, 202, 203, 204, 205, 205A, 206, 207, 208, 213RR, 214.

vi) **Have the ability to create and edit unique forms specific to the event**

Digitization and full configurability of forms is a primary capability of Veoci. Veoci Forms provide the ability to match any type of field in an existing form, apply various properties specific to the field type, and auto-populate data based on conditions configured by the customer. We have found that, using Veoci, our electronic versions of customer forms increase efficiency and accuracy by regulating data entry and data selection options; helping users focus on filling out only the information required from them; allowing for data collection that is tailored to the organization, while retaining the ability to be output in standardized or required formats. In other words, The customer will be able to digitize current audit forms so that they are familiar and accessible to Users while also having the opportunity to improve how data is collected using Veoci's technology.

Veoci includes an industry-leading number of different field types for easy configuration, along with options for each field to control each field's behavior. For example, a Text field can be limited to only accept email addresses, phone numbers, or a custom-masked input; in fact, there are about 20 other attributes for this field type alone.

c) **The system must be or have:**

i) **An intuitive user interface**

Veoci is compatible across platforms since it is 100% web based with no software to install or hardware to maintain. Modern and intuitive user interface draws from consumer web concepts and require no end-user training. Proven in emergency and drill situations with a short five-minute orientation. Designed for use by hundreds of responders online at one time from desktop and mobile devices. No previous IT background is needed, since the User interface for configuration is very intuitive.

ii) **A robust exercise/sandbox function that can be utilized concurrently with daily operations or events without system degradation**

Customers can set up multiple copies of its solution within its Organization (the general container with all of the customer's solutions and data), and can use these different copies as exercise and sandbox environments where any design changes on the solution can be utilized independently of and concurrently with the main solution with no performance impact on either. More specifically, customers can set up multiple Rooms with reproduced testing/training versions of their solution(s). Each Room can have different permissions where only selected Administrators and users would have access to this area.

iii) **A method supporting the development and integration of contact lists and personnel databases**

Veoci has different features (forms for storing structure information, Veoci user group lists, external contacts lists) to create and maintain multiple databases configurable by Administrators through a point-and-click interface, such as contact lists and personnel databases. Access controls, input requirements, routing, reminders, emails, and escalations are defined and can be assigned and addressed to lists. Contact lists can also be used to activate users during incidents. You can define lists of Veoci users but also external stakeholders to be notified during the incident response.

iv) Provide the means for collecting historical data for risk assessment, mitigation, and analysis

Veoci has several different Situation Report (SitRep) templates that have been developed based on customer requirements, any of which may be utilized for the County. Likewise if the County is currently using a format that they prefer Veoci can build such a format into the solution. Similarly Veoci has a HSEEP-compliant AAR format but has employed several variations of the AAR based on customer requirements.

In Veoci, AARs can be aggregated in a corrective action Room. This functionality helps staff identify patterns across all incident sets. To support emergency management staff monitor the progress of a response, project, or corrective action, Dashboards provide a detailed and holistic visual representation. Users can choose to focus on individual sections of a Plan, for example.

v) Support the execution and task tracking of emergency operations procedures, checklists, and notifications

Veoci allows use of Tasks as a checklist or as a way to assign and keep track of deliverables and actions. Set reminders, due dates and track progress. Design Task views for individuals and teams allowing them to focus on work assigned to them. When a response is required, execute the plan with a single click of a button. Once the plan is activated, task notifications will automatically go out to designated individuals with flexibility of Allocating additional/new tasks with inbuilt reminders & escalations to response teams Veoci will automatically collect key data about response times, costs, etc, that can be used for after incident reporting and analysis. Emergency managers get the data they need to revise their plans and responses as necessary. This system also ensures that supervisors can assign work to designated individuals, groups or departments; receive Task acknowledgement; track progress throughout the Workflow; define approval steps; and escalate as needed.

Checklists of any type—such as per team or role—can be incorporated in solution tools and automatically or manually uploaded or custom created and edited. These checklists can include instruction, diagrams, pictures, and images related to system data and the solution.

Veoci includes a fully featured, built-in mass notification. These notifications include phone calls, text/SMS, email, and mobile app alerts. The customer sending the alert can decide which of the notification methods to use on each notification activation. The system can use a call priority where it can work down a list of work, mobile and home phone numbers to reach a contact.

vi) Provide for the management and tracking of resources, personnel, equipment, and resource requests in accordance with Stafford Act and FEMA's Public Assistance Policy and Program Guide

Veoci complies with FEMA standards for Emergency Management. Our Veoci organizational layers (Organizations, Groups, Rooms and Side Rooms) support all the elements of the Emergency Support Functions (ESF) standard structure.

The Room Template for responding to an incident/exercise/event will be built to include “Side Rooms” for each ESF or each ICS section, depending on the jurisdiction’s preference. The provides a collaborative space for the ESFs / ICS sections including tools to chat, track Tasks, and share documents.

vii) **Provide for the generation of standard reports, ICS reports and FEMA workbooks/reports and the sharing, downloading, and emailing of all reports**

Reports can be configured by the customer in Veoci. Through implementation, Veoci will create a series of Reports as specified by and in collaboration with the customer that includes standard reports, ICS Reports and FEMA workbooks/reports; however, Users will also be able to tailor their own Reports at any time. The Veoci team has experience putting together Workflows and Forms tailored for customers that generate reports in predefined formats, such as ICS and HICS.

Veoci allows the sharing, downloading and emailing of all the reports.

viii) **Accommodate entry and tracking of event logs with date and time stamps**

Veoci is designed for sharing information and documentation related to an event. All input is time stamped and available for retrieval - display or print - at a later time.

d) **The system must have the following features and specifications:**

i) **Be structured to support the key functional roles with an ICS organization:**

- (1) Command Staff
- (2) Liaison
- (3) Safety Officer
- (4) Public Information Officer
- (5) Operations Section
- (6) Logistics Section
- (7) Finance and Administration Section
- (8) Planning Section
- (9) Mass Care and Shelter Section

Veoci supports all the key functional roles with an ICS Organization as mentioned above. The solution can be configured to support any number of roles and departmental structures and their interrelationships.

ii) **Be structured to easily support and move between multiple incidents and manage varying levels of incidents from multi-agency catastrophic to nominal incidents**

Veoci is adaptable and is capable of scaling to a higher-level of incident or manage multiple incidents with ease. There are several ways to approach this whether it be “side rooms” or creation of additional “rooms” or launching of pre-defined “plans” with the click of a button.

iii) **Be able to support and collate ICS standards forms such as Incident Action Plans, Safety Plans, Incident Objectives etc.**

Veoci is NIMS compliant and supports a number of standardized forms. Hosting of necessary incident forms will be completed by project start. Veoci supports Incident Action Planning configuration and ICS and FEMA forms natively. These forms can be auto-populated from data in Veoci. For example, for ICS Form 209, the Incident Status Summary, the names filling the positions on the form would be directly loaded from the list of responders, the incident map can be taken directly from the Veoci screen and work items and messages can be automatically

loaded into the corresponding positions on the Form from a complete list. Additional text can also be entered.

For the basic function of completing ICS forms online, Veoci has a full set of editable Adobe ICS forms that can be uploaded for any organization and filled out and revised on the screen.

Forms in Veoci can be completed from the field, using mobile devices. It also includes an off-line mode that allows forms to be saved on a mobile device and synchronized once a network connection becomes available. Forms can be downloaded to PDF files following the ICS current templates.

iv) Allow users to subscribe to system alerts and updates

At the user level, an individual has control over how he or she receives a notification at a given time. For example, on a mobile device, a user can turn push notifications on or off through the Veoci application. In addition, a user can choose whether or not to subscribe to text message alerts.

v) Provide mobile application use for all levels of operations

Veoci is modernizing its mobile application by providing your organization's end users with total access to all the features they normally have access to through their web browser.

vi) Provide for management of incident at any location

Veoci natively has the capability to manage an incident virtually at any location. With access to the platform through a browser connected to the internet, or through the Veoci mobile app for iOS and Android platforms, everything is easily accessible.

vii) Ability to interface with social media and post to public facing websites or dashboards

Veoci is integrated with social media. Leveraging our API capabilities, Users can monitor trends and broadcast/ announce messages and data in social networks. Messages and information can also be sent directly from Veoci via a Twitter account using your organization's authorized channels. In addition, information from Veoci may be fed using the API to externally facing websites that provide for public awareness.

viii) Ability to initiate structured response based on pre-designed plans

Using Veoci, Plans/SOPs can be launched with single click launch from a smartphone or desktop and enables activation of hundreds of predefined activities, from Mass Notification to allocation of tasks to response teams, and a real time dashboards giving you full situational awareness.

- Create a fully secure and separate environment for all communication in Veoci
- Launch pre-coordinated plans in Veoci for efficient mitigation (change and modify plans on the fly as conditions change)
- Enable mass-notification
- Allocate tasks with inbuilt reminders & escalations to response teams
- Enable real time view of status on Dashboards
- Develop workaround procedures to replace down systems an application unavailability
- Keep detailed transcripts of the event for the following investigation
- Track Assets used in a emergency or crisis and on stocking levels on return to normal
- Run drills to ensure when the event happens, the plan is effective.
- Upload photographs from the scene.
- Post updates directly from message stream to Website & Twitter feed.
- After action Reporting, Incident action plan reports available in required format.

ix) Ability to run system in both live and “sandbox” modes for testing and exercise

Please see response to c) ii) above.

x) Ability to create groups in virtual space for collaboration from field to command center

Veoci’s solution includes the grouping of users through a simple interface. In addition, users at incident command, the EOC, and different locations (shelter, family reunification center, etc) can utilize the same “room” to share situational awareness, mapping, and captured information and is easily broken out into “side rooms” where different locations or functions can work in teams while still being able to process overall incident information.

xi) Ability to visualize all aspects of an event through custom GIS map layers

As noted above, Veoci offers Esri ArcGIS or Google Maps as part of the solution and has the capability to do high-level mapping internally through an easy-to-use interface, display layers with data captured real-time using Veoci’s forms and workflows, and also can pull in custom layers from a jurisdiction’s Esri ArcGIS solution.

Location-related data can be added on a map, tracked and updated as needed, in real time. Alternatively, existing GIS data can be pulled in as overlays. Users can create public views of their map and add links to it on their organization's website.

Furthermore, maps in Veoci allow Users to add pins. Pins can be tied to various Forms or data, and when the Form is updated, or new data is acquired, the pin will change. When the Task is acknowledged, the pin can change color or style. Veoci also supports map overlays. Users can add labels, geofences, pins, and other GIS data, and bookmark them as a layer over the map.

Any data point in Veoci that contains a location or other GIS shape (e.g., map area or line) can be instantly displayed on an interactive, fully functional Map. Users that have location-enabled mobile devices can use the moving Map feature to automatically populate their location based on their device, or drag and drop equipment location via mobile device, tablet, or computer. Location-related data can be added, tracked, and updated as needed in real time.

Some of the capabilities that Veoci currently includes are:

- View and update incidents in real time with location data captured via customized forms and tasks on a map.
- Drill-down and filter map data based on advanced search criteria.
- Easily aggregate mappable information from across different forms and display with customizable pins, lines, and other visual markers.
- Toggling multiple layers of visual data on/off.
- Add, interact with, and update data directly from the map view.
- Geo-tagging of individual messages is also supported for mobile and desktop.
- Automatic triggers to update existing data or launch new processes.
- Import shape files (ESRI), and export/import form/task data, including geo information via Excel.
- Veoci also provides a web-service integration with ArcGIS and allows your organization's existing GIS data to display on the same map as your incident data.

xii) Ability to track and manage resources including equipment hours, quantities, locations, re-allocation

Veoci has customized solutions and processes to track and manage resources including the items indicated. Asset management solutions can be tailored to the jurisdiction.

xiii) A robust exercise function allowing data and information from past events and exercises to be utilized in addition to the creation of scenario based inputs

Veoci's platform is adept at creation and execution of exercises using various methods. Data and information from past exercise would be available and exportable for utilization and review. Scenario-based inputs are available as well.

xiv) Critical infrastructure tracking and damage assessment capability

Veoci workflows will be used to digitize processes across all aspects of the operations management mission. Workflow designers define the people, data, and process involved and Veoci manages the flow of information and provides transparency, reminders, escalations, and reports. Workflows can also be used to store information about critical infrastructure, assets, and resources, and represent that information on a map if required.

Individual Reports can be collected from the field and various incident sites and aggregated in virtual Rooms for enterprise-wide sharing and viewing. Information can automatically roll up in an enterprise-wide Dashboard so that Administrators can see an overview of incident-specific damage assessments, inventories, and status reporting.

xv) System will have an integrated and secure real-time chat feature

Veoci incorporates its patented, secure chat functionality as a communication backbone to all of our features. When a Veoci Room is created, typically for a crisis or planned event, that Room includes a chat tool that connects all Room members. Our chat allows for messages to include rich content such as text, formatted text, images, videos, and other file attachments. Our Chat integrates with email and SMS which allows messages to be received and replied to via email and SMS. Chat messages can be threaded to easily follow conversations and split out into "side" chat Rooms as necessary. Side Rooms allow another layer of security. This feature is not currently available with Veoci. The same chat functionality is available on specific objects such as tasks, workflows, and form entries.

xvi) A robust dashboard function allowing visualization of all event components with the ability to tailor public and internal dashboards with unique content

Reports and status updates can be viewed from an unlimited number of dashboards that display aggregate information, statuses and reports in real-time, across different departments, which ensures situational awareness. Dashboards are configured by users or administrators. They can be published to teams, individuals, or even the public.

For example, dashboards can be set up showing work orders newly created, work in progress, waiting for parts, and closed. These dashboards can be set up for an entire department and for an individual person. The maintenance staff sees just the new work orders assigned to the maintenance team and similarly the operation staff's dashboard shows the overall summary of all the work orders.

xvii) Ability to integrate with existing open Application Programming Interface (API) County and local jurisdiction emergency notification systems such as CodeRed and IPAWS (Integrated Public Alert & Warning System)



Due to its highly pliable architecture, Veoci is able to integrate with a number of technology products and proprietary systems. Veoci provides an open API and the tools needed to assist system Administrators in connecting to other systems without writing any code. Veoci APIs are flexible and provide for complementing existing systems. All communication internally within Veoci is via standardized Application Platform Interfaces (APIs) using Web Services (REST) which facilitates data exchange and integration with many external applications. Veoci integrates with any system that makes a REST API available and also has a REST API available for querying or creating data.

Veoci has performed ENS integrations in the past, and will work with the County and its vendors to determine needs and methods to integrate with its existing notification systems.

xviii) Facilitate integrated resource library

(1) Store plans, maps, images, video and links of all file types

Veoci allows for secure networked storage of multiple file types including but not limited to text, documents, PDF, Photos, Videos and GIS data.

(2) Host files via web, server, or cloud

Veoci is a 100% cloud-based system that is hosted on Amazon Web Service servers; files are stored on Amazon S3.

(3) Integration of a change log for file revision

Veoci keeps versions of files uploaded and/or stored on the system and provides an interface for accessing previous versions.

xix) Create automatic time-stamped audit records of log entries, alerts, user activity and incident reports

All actions in Veoci are time-stamped and capture the person making the communication. Administrators have access to an audit trail of edited and deleted messages through transcripts. All sent Notifications are archived and time-stamped. Logs are kept for all security events, including but not limited to, valid logins, invalid password attempts, and logouts. The system logs application events and errors, backs up logs from each server daily, and maintains access control records and other relevant audit logs indefinitely. Certain system logs (such as web resource access logs) are kept for a minimum of 30 days.

Administrators can enforce protocols that allow Users to LogIn/Logout before they are granted access. This ensures a verifiable audit trail that allows Administrators to see not just the start/end time of User activities, but also to ensure that Users are properly authenticated and allowed to upload/download documents to which only they are authorized to have access.

xx) Generate reports for all aspects of data entry and resource tracking to include personnel, equipment, projects, volunteers, and field operations

With Veoci, a customer can create, share, and manage all information related to many operational processes. Beyond interactive real-time Dashboards that can be configured to display critical information, Veoci comes with additional review and reporting capabilities available for all system data. The platform is flexible and allows for the creation of Reports for divisions, departments, supervisors, and other staff to have their own views of assets, facilities, and more. Veoci supports several different ways of visualizing and tracking processes and their



attributes (e.g., status, assignment, priority). Reports can be tweaked, and new Reports can be built by a novice User in less than five minutes.

e) System Administration/Integration/Maintenance

i) The selected system will allow for the efficient and effective integration of systems and data sets mutually agreed upon by the vendor and the system administrator.

Veoci will work with the County to determine a migration plan to bring required data into the new solution in the most efficient and effective manner, whether via data exports/bulk uploads and/or use of APIs.

ii) In its COTS configuration the selected system must be able to integrate with the following software applications with minimal user programming or system administrator effort:

(1) All Microsoft Office products:

- Veoci is capable of storing all file types, including all MO file types.
- Veoci is capable of generating reports and print views in PDF format
- Data input is uploaded to structured information Containers, such as Veoci Forms and Tasks, using Excel files, CSV files, or ESRI Shape files.

(2) Geographic Interface Systems (DiS or ArcGiS)

Veoci offers geospatial functionality that incorporates Veoci data with ArcGIS basemaps, search, and geofencing capabilities as well as other services from the Esri Living Atlas, for those customers who prefer it. Alternatively, we also support the Google Maps Platform.

In addition, customers can add ArcGIS feature layers or image layers, either from their own ArcGIS Online systems or from public services. These can be viewed interactively on a map, or we can integrate Veoci Forms with Esri APIs to pull in particular data elements either on a schedule or triggered by certain events.

(3) Google Earth or similar web-based mapping and satellite data systems

Please see response to d) xi) above.

iii) The system must have the following administrative components:

(1) Cloud based with cloud based storage system

Veoci is a 100% cloud-based system that is hosted on Amazon Web Service servers. Veoci uses MySQL for storing structured data and Amazon S3 for storing file data.

(2) Information/data back-up for disaster recovery and cybercrime purposes

Veoci incorporates automatic and instantaneous failover and recovery for typical Disaster Recovery scenarios in the East-Virginia availability zone. Moreover, Veoci also maintains a disaster recovery site in the AWS US West Region (Oregon) for non-automatic failover and recovery. Data is continuously replicated from the Amazon Virginia primary region to the Amazon Oregon disaster recovery region.

(3) Capabilities for multiple operating systems access including smart phone, tablet, laptop, and PC. Must also be compatible with major manufactures and mobile app systems including Apple and Android

Veoci is 100% web based with no software to install or hardware to maintain. Users need only a browser or a smartphone (mobile device in general) with Internet access to use Veoci or to download the app. Specifically, the system is compatible with up-to-date versions of Edge, Chrome, Firefox, and Safari. The app is available free from the respective stores for iPhones, iPads, and Android phones and tablets.

iv) Selected system must allow for simple changes in role assignment and user access

Butte County's Veoci administrator can control all accessibility for all user roles. The ability to define groups and set up activities and responses specifically for roles and different issues is at the core of Veoci's design. There is no limit on the creation of groups or roles, which may then be used for the purposes of organization and access control.

Admins are fully able to create and control multiple layers of security and accessibility to the tools and information they govern, as well as the users, roles, and groups that fall under them. They can do this quickly and easily from straightforward, dedicated user/group management pages that list all users, their roles, and access privileges.

v) User roles and authorities will be agreed upon by the County and the Vendor

Butte County's Veoci administrator can control all accessibility for all user roles. The ability to define groups and set up activities and responses specifically for roles and different issues is at the core of Veoci's design. There is no limit on the creation of groups or roles, which may then be used for the purposes of organization and access control.

Users can be granted different roles and privileges, such as Administrator (full access over containers), end Users (participants with edit and view permissions), or observers (view privileges) over different containers, features, and fields. Administrators have full controls over the accounts that fall under their organizations.

vi) The system must be Secure Socket Layer encrypted

All data transmitted between Veoci and client browsers or applications is encrypted using Secure Sockets Layer (SSL) technology. Connections are encrypted using HTTPS, with a minimum of TLS 1.2.

vii) Accessible only to authorized users via encrypted passwords consistent with existing County Information systems policy

All passwords are encrypted and hashed using industry best practices at rest and during transmission. User passwords are salted with a unique string for each User and then encoded using the SHA-512 cryptographic. The County can configure settings for complexity, expiration, and more.

viii) The selected system must also meet the following maintenance criteria:

(1) 100% availability

Veoci maintains 99.999% uptime, including scheduled maintenance and deployments and continually monitoring.

(2) Agreement for downtime/maintenance process to ensure system integrity without loss of availability

As a policy and practice, new features are deployed to production using a zero-downtime code deployment process. All maintenance/upgrades are designed and

deployed with zero interruption as the priority.

The Veoci platform is fully monitored on an ongoing basis for preventative maintenance. If there is ever an unplanned downtime, we notify our customers immediately through a mass email. In case there is any chance your data or operations might be affected, we would individually contact our customers through the previously agreed channels.

The Veoci development follows the Agile methodology and delivers a new version of software every few weeks. At the end of each agile development sprint, new features are tested and deployed to a staging environment for further testing and validation. Once validated, new features are deployed to production using a zero-downtime code deployment process. If there is ever an unplanned downtime, we notify our customers immediately through a mass email. In case there is any chance your data or operations might be affected, we would individually contact our customers through the previously agreed channels.

(3) Remedy process if vendor is unable to meet agreed upon service levels

Veoci will work with the County to determine a remedy process that is mutually agreeable as part of the development of an MSA.

(4) Statement describing the maximum number of users allowed on the system before degradation of support, availability, or system speed would not be guaranteed

As a modern cloud application, Veoci's architecture is engineered to scale for a small group of Users or thousands of concurrent Users.

Veoci is well-equipped to manage high traffic/concurrency; it utilizes the Amazon Web Services (AWS) Elastic Load Balancing service that automatically distributes incoming application traffic across multiple Amazon EC2 instances in the Cloud. Elastic Load Balancing ensures that only healthy Amazon EC2 instances receive traffic by detecting unhealthy instances and rerouting traffic across the remaining healthy instances.

System Implementation (Section 6 of RFP)

a) Maintenance and support procedures

i) This should include a training program for a minimum of 20 county staff including “train the trainer” training for at least 10 county staff. The training program should include an overview of all system functions and a scenario/exercise that would simulate utilizing the system to manage a disaster event from start to finish.

Veoci is a SaaS platform. There is no software to install or hardware to maintain. Initial configuration and customization will be provided by the Veoci Solutions Architects. Veoci provides a number of training options. Videos and online training are also provided. Veoci’s team has extensive experience training non-technical users on the use of software.

Our Boot Camp courses have earned a feedback rating of 9.5/10 from participants. Although Veoci’s goal is to make the user interface intuitive enough so that formal training is not needed for most users, we recommend, for an implementation this size, instructor-led training for Administrators/Power Users. Typically, training is conducted remotely online. As needed, additional training sessions and consulting, both online and on-site, will be available at Veoci’s standard rates.

The Admin training will focus on the ability to maintain and administer the system. Administrators do not need an IT background to attend the training but need an understanding of the functional process they will manage in Veoci. Through the training, attendees will be able to make changes or create new functionality in Veoci without any help needed from our support team. The Veoci trainers will assure that Admins are able to manage users and lists; create and edit forms, dashboards and other reports; as well as establish integrations between these features as needed. The subject matter will focus on the configuration of the Veoci platform, tailored to the Solution that has been configured for <Customer Name>. Admin classes will be provided in an online, 2-day training, to ensure enough time for repetition and review of material with exercises. We suggest that the County arrange that all students convene at the same physical location. A conference room with a projector, Internet connectivity, and a phone will be required. Students should bring their laptops (not only tablets or phones) to the training as it will involve exercises. The specific details of the above training approach are to be finalized in consultation with the county.

The primary intention is to provide the County with a system that requires minimum training for end users. The system should be just-in-time trainable for those who are called to use it with no prior training during an emergency. A short training session will be held prior going live for up to 25 end users, as required. Training Materials: Training materials will be included. The materials provided will consist of both printable documents and videos regarding material covered. The county will have online access to them during the term of the contract. For help material regarding the Veoci platform, not the County configuration, Veoci provides a complete set of online documentation available for all its users. Help includes detailed descriptions of all the System features in various formats. For a better understanding, screenshots are included complementing the written descriptions. Videos and online training are also provided.

b) System monitoring and lifetime support policy

Veoci has implemented monitoring at all tiers of the hardware and software stacks.



We have a performance monitoring system in place, and when certain thresholds are met, we have predefined actions that we will take. For example, if server loads seem high, we will launch additional servers.

We constantly monitor Veoci performance levels and have established server utilization baselines required for acceptable performance across a broad range of circumstances. In case of extreme load increases, our configuration on Amazon Web Services allows for additional servers to be added in less than four minutes.

Veoci will honor all SLAs and remedy procedures as determined in an MSA with the County throughout the lifetime of the contract.

c) Trouble ticket/help desk procedures including emergency requests and ticket escalation

A dedicated and experienced project team is assigned to each customer. Our teams are made up of accomplished, emergency/operations management personnel and practitioners with decades of experience from all over the country. Their expertise spans multiple industries and implementation types. The following support roles are typical of a Veoci implementation and support:

- Account Executive
- Project Manager
- Solutions Engineer
- Customer Success Manager

The assigned project manager will facilitate all communication with the customer throughout the project and will serve as the primary point of contact. The assigned project manager is responsible for managing the project timeline to ensure on-time completion of all project deliverables, as well as overseeing the configuration, testing, and training necessary to meet the Statement of Work as described in the contract. The assigned project manager will facilitate the kick-off meeting, attend status, quality review, and acceptance meetings, and provide weekly status reports and other project communications as needed. As part of the project planning process, the project manager will facilitate the definition and assignment of project roles and responsibilities. Veoci will maintain continuity in this role with a single project manager assigned for the duration of the project.

All customers receive our standard support package which consists of the following:

- 24/7 telephone support, email support, and support through Veoci Help Desk and support & collaboration Rooms.
- We respond to non-critical issues within 2 business days and critical issues within 2 hours.
- Any suspected software issues can be reported through Veoci's Help Desk, Email, or through your point of contact at Veoci.
- There are no critical bugs on Veoci at any time—software issues are prioritized based on User impact.
- Veoci Help Desk includes a ticketing system and a knowledge base with FAQs and in-depth training on features.
- Tickets are managed via our own ticketing system built in Veoci, email, video conferencing and screen shares, and telephone.
- All users have access to the Veoci Help Desk.



Support requests can be created by opening a ticket at that site, emailing support@veoci.com or by calling our support phone number. In all three scenarios, a Help Desk ticket is created and tracked via the process below. Most tickets are handled by our level 1 Help Desk (L1) but occasionally they will be escalated to our level 2 Help Desk (L2) if necessary. Typically L2 is involved if the ticket needs either:

- A. A technical response from our Development team, such bug or enhancement or
- B. A response from a Solutions team member who is more knowledgeable about a specific clients configuration

Once a ticket has been marked as resolved, it is sent to the requestor for verification.

Our ticketing system incorporates automatic email notifications/escalations to supervisors when an unexpected delay occurs such as a slow response.

The Veoci team will provide support via email, screenshare, and telephone, as well as support & collaboration Rooms set up specifically for direct interactions between the Veoci team and the customer. The customer will identify the severity level (defined below) of the incident when requesting support from the support team.

d) Guaranteed and average "fix" time for software failures

If a software failure is identified, it will be treated with the highest priority and follow our SLAs. Depending on the criticality, the fix will be deployed to our production environment in the following hours after the problem is reported.

e) Description of process for bug fixes, patches, updates etc.

Support Center: The Veoci team will provide support from a support center via email, an Internet based Client support tool (English version only), and telephone. All support services shall be provided in English language, unless otherwise specified in this Agreement.

- Hours of Support Center Operation: Support center is available twenty-four (24) hours per day, seven (7) days per week
- Requesting Support:
 - Customer will identify the severity level (defined below) of the incident when requesting support from the support center
 - If all support center representatives are busy with other calls, a message will be left on the voicemail response system, which will page appropriate support personnel

The Veoci team will target to meet and exceed defined service level metrics defined in this Schedule:

Non-Critical Issue: System performance or bug affecting some users that does not prevent a customer from using the software to respond to a crisis.

Response Time: 2 business days

Channel: Email, web, or general support phone number.

Critical Issue: System performance or bug affecting all users that prevents a customer from using the software to respond to a crisis.

Response time: 2 business hours

Channel: Email, web, or general support phone number

Crisis Issue: System outage or severe bug preventing customers from using the software during their response to a crisis.



Response Time: 30 minutes (24x7)
Channel: Emergency phone number

Crisis Support: General questions, support, or assistance in the instance where: the Veoci Platform is fully operational, it is outside of Veoci's normal business hours, but the customer is responding to a crisis and needs support.

Response Time: 30 minutes (24x7). May be subject to \$200 hourly rate.
Channel: Emergency phone number

Data Infrastructure/Security/Ownership (Section 7 of RFP)

a) Verify data center is ISO-9001 and/or SAS-70 certified

Veoci is ISO 27001 certified.

Veoci's host, AWS, has successfully completed multiple SAS70 Type II audits, and published a Service Organization Controls 1 (SOC 1) report, under both the SSAE 16 and the ISAE 3402 professional standards. In addition, AWS has achieved ISO 27001 certification, and has been successfully validated as a Level 1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS).

b) Indicate whether third parties audit data center

AWS data centers are audited multiple times per year.

c) Indicate if data center and hosting services are owned or subcontracted out

Veoci is hosted on AWS.

d) Describe ownership of all data submitted to the system including conversation logs, reports, photos, emails, etc

All data uploaded into Veoci by a customer is owned by the customer. Veoci will retain data continuously during the contract period and for 30 days thereafter unless intentionally deleted by the customer, in which case we will be able to recover until hard deletion 30 days after. Arrangements can be made to store the data longer after the contract period. Following that time, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals.

e) Indicate what type of tools are provided within the system such as data dictionaries and queries that allow clients to access and pull system data

Veoci clients have full control over their own data and can download or remove as they see fit in various formats.

f) Confirm current Business Associate Agreements for HIPAA compliance

Veoci is a Health Insurance Portability and Accountability Act (HIPAA) compliant product. For your organization to use Veoci for PHI (Personal Health Information) or PII (Personal Identifiable Information), we will need a BAA (Business Associates Agreement).

g) Indicate whether your service provides security of PII to enable appropriate segregation of data based on user profiles and authorities



Each of our customers' data is contained in a separate container inside the Veoci application. Only users belonging to that organization have access to the data inside that container.

Customer administrators fully manage permissions over their layers and containers of information. They establish their own processes for granting or removing access to individuals and groups as well as for assigning specific roles to them.

As for the technical support personnel from Veoci, production database access, including access to customer data, is restricted only to specific users with a business requirement, and reviewed at least annually. A list is maintained documenting the person and access provided along with logging of any changes to this list. All Veoci Inc. employees have background checks in place.

As for AWS, the AWS Production network is segregated from the Amazon Corporate network by means of a complex set of network security / segregation devices. AWS developers and administrators on the corporate network who need to access AWS cloud components in order to maintain them must explicitly request access through the AWS ticketing system. All requests are reviewed and approved by the applicable service owner. Approved AWS personnel then connect to the AWS network through a bastion host that restricts access to network devices and other cloud components, logging all activity for security review. Access to bastion hosts requires SSH public key authentication for all user accounts on the host.

For detailed information, see [AWS Best Practices for Security, Identity, and Compliance](#).

h) Description of transition of service and data upon termination of contract and subsequent transfer of County to new and/or updated service

Clients can export or transfer their data at any point during the contract period. Data is migrated from legacy systems by first exporting data from your systems into a format readable by Veoci (e.g., Excel, CSV, shapefiles). Once in the appropriate format, the data is imported directly into Veoci through the Veoci Importing feature. Veoci includes an intuitive feature to import data into the system. Data input is uploaded to structured information Containers, such as Veoci Forms and Tasks, using Excel files, CSV files, or ESRI Shape files. Veoci provides help text to guide Users through the steps to importing data.

Other secure methods of migration and integration are also possible (e.g., SFTP, Amazon S3).

In the event of a transition in service, Veoci will operate in good faith and according to the terms of the contract with the County to ensure proper migration of data to any subsequent systems.

i) Description of hardware, software, and network requirements for the proposed software solution

The only requirements are a web-enabled device, a modern web browser, and or the latest Veoci mobile app version.

Quarterly Police Department Report

Regular Council Meeting

October 7th, 2024

Todd Farr
Chief of Police

Arrest and Incident Summary Activity for July to September 2024:

	Monthly	Year Total
• Adult Arrests	67	217
• Juvenile Arrests	0	8
• Misdemeanor Arrests	37	110
• Felony Arrests	13	40
• Felony Crimes Reported	41	115
• Misdemeanor Crimes	74	211

• Total Incidents	4,032	11,297
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• Battery	25	61
• Burglary	6	20
• Deceased Person	3	8
• Vandalism	19	68
• Stolen Vehicle	8	17
• Robbery	0	1
• Public Intoxication	8	27
• Medical Aid	44	138
• Area Checks	1,218	3,250
• Pedestrian Checks	71	198
• Disturbing the Peace	100	279
• Animal Calls	266	856

• Total 911 Calls	705	1,872
• Total Accidents	42	124
• Total Traffic Citations	253	744
• DUI Arrests	8	14
• Traffic Stops	454	1,260

Response times for this month are as follows:

Priority 1- Events that involve injury, are life threatening or in progress.

Priority 2- Events that involve property loss or damage.

Priority 3-Events that do not involve injury, threat of life, property loss or damage.

Priority Times:

Priority 1: 3:07 MIN

Priority 2: 3:13 MIN

Priority 3: 3:17 MIN

Overall average response times to all calls for service:

3:38 Min.

Overall average calls for Animal Control: 11

13 Incidents for July to September **228** Incidents for Year

Overall average calls for CSO: 34 (AVA/CODE ENF/ABAND/PARKING)

64 Incidents for July to September **126** Incidents for Year