CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
FEBRUARY 3, 2026

City Hall
303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM ALAN D. WAPNER
COUNCIL MEMBERS JIM W. BOWMAN, DEBRA PORADA AND DAISY MACIAS

CITY CLERK SHEILA MAUTZ • TREASURER JAMES R. MILHISER
CITY MANAGER SCOTT OCHOA • CITY ATTORNEY RUBEN DURAN

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time.

To submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m. on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

In accordance with State Law, remarks during public comment are to be limited to subjects within Council's jurisdiction. Remarks on other agenda items will be limited to those items.

Remarks from those seated or standing in the back of the chamber will not permitted. All those wishing to speak including Council and Staff need to be recognized by the Chair before speaking.

ACCOMMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins with Closed Session and Closed Session Comment at 6:00 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

Wapner, Bowman, Porada, Macias, Mayor/Chairman Leon

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda item contractors, subcontractors and agents may require member abstentions due to conflict of interests and financial interests. Council Member abstentions shall be stated under this item for recordation on the appropriate item.

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

CLOSED SESSION

GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION:
Princessa Kemp; Estate of Kirk Kemp, by and thru its successor-in-Interest, Princessa Kemp; Jonathan Kemp, et al v. City of Ontario, Ontario Police Department, County of San Bernardino and Does 1-25, Inclusive; location, Case No. 2PSCV02059

GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, SETTLEMENT OF WORKERS COMPENSATION CLAIM:
WCAB No: ADJ20803685 and ADJ20803197

ATTACHMENT: 20260203 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Macias

INVOCATION

Rabbi Stephen Epstein, Temple Sholom of Ontario

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

To submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m. on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

AGENDA REVIEW/ANNOUNCEMENTS

The City Manager will go over all updated materials and correspondence received after the Agenda was distributed to ensure Council Members have received them. He will also make any necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Council votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for a separate vote.

1. **APPROVAL OF MINUTES**

Minutes for the cancelled meetings of the City Council and Housing Authority of January 6, 2026, and approving same as on file in the Records Management Department.

ATTACHMENT: 20260106 Minutes (Not Official Until Approved).docx

2. **BILLS & PAYROLL**

Bills December 27, 2025 through January 15, 2026, and Payroll December 14, 2025 through December 27, 2025.

3. **A DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF25-001) BETWEEN THE CITY OF ONTARIO AND KB HOME CAL MANAGEMENT SERVICES LLC FOR FACILITY CONSTRUCTION ASSOCIATED WITH TRACT MAP 20472 (FILE NO. PMTT21-018), LOCATED AT THE SOUTHWEST CORNER OF EUCALYPTUS AVENUE AND HAVEN AVENUE, WITHIN THE SUBAREA 29 SPECIFIC PLAN**

That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF25-001) between the City of Ontario and KB HOME CAL MANAGEMENT SERVICES LLC for facility construction associated with Tract Map 20472 (File No. PMTT21-018), located at the southwest corner of Eucalyptus Avenue and Haven Avenue, within the Subarea 29 Specific Plan, and authorize the City Manager to execute the Agreement.

ATTACHMENT: PDIF25-001 KB Home TM 20472 Partially Executed Signed by Developer.pdf

4. **A RESOLUTION TO UPHOLD THE ARBITRATOR'S DECISION REGARDING THE JORDAN TOLENTINO MATTER**

That the City Council adopt a Resolution making certain findings and upholding the arbitrator's decision regarding the Jordan Tolentino matter.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING CERTAIN FINDINGS AND APPROVING AND UPHOLDING THE ARBITRATOR'S AUGUST 11, 2025, DECISION REGARDING JORDAN TOLENTINO.

ATTACHMENT: Reso Adopting Hearing Officers Decision Tolentino Jordan RM

5. **DESIGNATION OF VOTING DELEGATES FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) ANNUAL GENERAL ASSEMBLY MEETING**

That the City Council appoint Council Member Debra Porada as the City Delegate Representative and Mayor Paul Leon as the alternate.

6. **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT COFFEE ARCHITECT AND ASSOCIATES FOR THE ANTHONY MUNOZ COMMUNITY CENTER GYMNASIUM PROJECT**

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with Robert Coffee Architect and Associates, of Dripping Springs, Texas, to provide additional scope of work for the Anthony Munoz Community Center Gymnasium Project in the amount of $14,200 for a total not-to-exceed contract amount of $986,020; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: Robert Coffee Architect and Associates Amdt No. 2.pdf

7. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOBILEMATICS DBA CLOUDNOMICS

That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Mobilematics DBA Cloudnomics of Santa Clara, California, for firewall support, in a contract amount not to exceed $257,100, and an additional 3-year term.

ATTACHMENT: USE_Amendment 2_Mobilematics Professional Services Agreement.pdf

8. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HEXAGON SAFETY & INFRASTRUCTURE

That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Hexagon Safety & Infrastructure, of Madison, Alabama, for the Public Safety Dispatch and Police Report Management Systems Replacement Projects, in a contract amount not-to-exceed $9,123,734.

ATTACHMENT: Amendment_2_Professional_Services_Agreement_Hexagon_1-21-2025.pdf

9. AUTHORIZE A SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

That the City Council authorize the City Manager or his designee to execute a three-year Service Agreement with Info-Tech Research Group, of Las Vegas, Nevada for Consulting Services, in a contract amount not-to-exceed $250,686.

ATTACHMENT: Renewal_Info-Tech Management 3YR Advisory Renewal Proposal.pdf
ATTACHMENT: GSA Agreement_GS-35F-298GA.pdf

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

10. INTRODUCTION OF AN ORDINANCE APPROVING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTIONS 7070, ET. SEQ.

That the City Council introduce and waive further reading of an Ordinance annually adopting the Military Equipment Use Policy and approving the itemized military grade equipment currently in possession of the Ontario Police Department.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE §§ 7070, ET. SEQ.

ATTACHMENT: AB 481 ORD 2026_RM.docx
ATTACHMENT: Exhibit A(1) Policy 704 Remote Controlled Unmanned Ground Vehicle.pdf
ATTACHMENT: Exhibit A(2) Policy 708 Military Equipment.pdf
ATTACHMENT: Exhibit B OPD 481 Military List DRAFT 2026 01 01.pdf

11. JAY LITTLETON BALL PARK

That the City Council hear a presentation regarding conceptual plans for Jay Littleton Ball Park and review corresponding reports.

ATTACHMENT: Jay Littleton Presentation.pdf

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Boards & Commissions Appointment

Mayor Leon
Mayor pro Tem Wapner
Council Member Bowman
Council Member Porada
Council Member Macias

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
February 3, 2026

ROLL CALL: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

STAFF: City Manager / Executive Director __, City Attorney __

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: Princessa Kemp; Estate of Kirk Kemp, by and thru its successor-in-Interest, Princessa Kemp; Jonathan Kemp, et al v. City of Ontario, Ontario Police Department, County of San Bernardino and Does 1-25, Inclusive; location, Case No. 2PSCV02059

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, SETTLEMENT OF WORKERS' COMPENSATION CLAIM:
  WCAB No: ADJ20803685 and ADJ20803197

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
JANUARY 6, 2026

JOINT MEETINGS

The Regular Joint Meetings of the Ontario City Council and the Ontario Housing Authority scheduled for January 6, 2026, were cancelled.

Respectfully submitted,

_____
CLAUDIA Y. ISBELL, MMC,
ASSISTANT CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Jessica Ban Department: Prepared By: Jessica Ban Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **A DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF25-001) BETWEEN THE CITY OF ONTARIO AND KB HOME CAL MANAGEMENT SERVICES LLC FOR FACILITY CONSTRUCTION ASSOCIATED WITH TRACT MAP 20472 (FILE NO. PMTT21-018), LOCATED AT THE SOUTHWEST CORNER OF EUCALYPTUS AVENUE AND HAVEN AVENUE, WITHIN THE SUBAREA 29 SPECIFIC PLAN**

RECOMMENDATION: That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF25-001) between the City of Ontario and KB HOME CAL MANAGEMENT SERVICES LLC for facility construction associated with Tract Map 20472 (File No. PMTT21-018), located at the southwest corner of Eucalyptus Avenue and Haven Avenue, within the Subarea 29 Specific Plan, and authorize the City Manager to execute the Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: Approval of the proposed Development Impact Fee (DIF) Credit Agreement (File No. PDIF25-001) will not result in any fiscal impact to the City's General Fund. The project's Development Agreement (File No. PDA21-012) and related conditions require KB HOME CAL MANAGEMENT SERVICES LLC (hereinafter referred to as "Developer") to construct DIF program infrastructure with estimated costs of $2,244,628. The proposed DIF Credit Agreement defines the amount of DIF credit that the Developer may be eligible to receive for construction of the improvements. The DIF credit that the Developer will receive upon completion of the improvements may be exchanged for a refund of the DIF fees paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

BACKGROUND & ANALYSIS: On February 6, 2024, the City Council approved the Development Agreement (File No. PDA21-012) between the City of Ontario and Richland Meadowland, LTD, Strack Farms Land, LLC, and RMD Inland Investors, LLC (collectively hereinafter "Owner"), for Tract Map 20472. On June 4, 2024, a partial assignment and assumption of PDA21-012 was executed between Owner and KB Home Cal Management Services LLC.

In accordance with the Development Agreement and related conditions, the Developer is required to construct DIF Program infrastructure to serve TM 20472. Improvements include installation of recycled water, streets, and fiber optics facilities in Haven Avenue and Eucalyptus Avenue and a half-mile signal on Haven Avenue at Eucalyptus Avenue.

Pursuant to the City's adopted DIF Credit and/or Reimbursement policies, construction of DIF Program facilities requires the Developer and the City to enter into a DIF Credit and/or Reimbursement Agreement, which specifies the infrastructure to be constructed by the Developer and includes an estimate of the maximum DIF credit that may be applied in the applicable Regional/Local DIF categories. These infrastructure improvements are within the Ontario Ranch recycled water, streets, and fiber optics system categories. Since the maximum eligible costs for the required infrastructure exceed the Developer's DIF obligation, the Developer is eligible to receive DIF Credit under the proposed Agreement.

The proposed Agreement complies with the City's DIF policies and conforms with the approved Development Plan and associated Conditions of Approval. Under the provisions of the City's DIF Program, the City Manager is authorized to execute this Agreement upon approval by the City Council.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

File No. PDIF25-001

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

FOR FACILITY CONSTRUCTION

By and Between

City of Ontario
a California municipal corporation

and

KB Home Cal Management Services LLC
a Delaware Limited Liability Company

February 3, 2026

San Bernardino County, California

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT FOR FACILITY CONSTRUCTION BY AND BETWEEN THE CITY OF ONTARIO AND KB HOME CAL MANAGEMENT SERVICES LLC

This DEVELOPMENT IMPACT FEE CREDIT AGREEMENT ("DIF Credit Agreement"), entered into this _____ day of _____, 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and KB HOME CAL MANAGEMENT SERVICES LLC, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the Subarea 29 Specific Plan ("Specific Plan") and Tract Map No(s). 20472 (the "Tract Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Tract Map approvals, the Developer is required to construct those public improvements identified on Exhibit 3, consisting of certain master planned public infrastructure and improvements, (hereinafter referred to collectively as the "Improvements") The estimated costs for the design and construction of the Improvements are set forth in Exhibit 4. Both Exhibits 3 and 4 are attached hereto and incorporated herein by reference.

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and the previous owner of the Property have previously entered into a statutory development agreement (File No. PDA21-012), pursuant to Section 65864, et seq., of the Government Code, ("Development Agreement") and such Development Agreement has been assigned to Developer and Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements identified in Exhibit 3 and such Improvements are included in the City's Development Impact Fee (DIF) Program as a project, or a portion of a project and eligible for credit against DIF Fees.

E. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credit in accordance with the City's Ontario Ranch DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, and 2022-133, 2025-010.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms below shall be defined as follows:

"Acceptable Title" means title to land or an interest therein required for the operation of an Improvement, in form acceptable to the City Manager, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the City Manager as not materially interfering with the actual or intended use of the land or interest therein required for the operation of an Improvement. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute "Acceptable Title."

"Acceptance Date" means the earlier of (i) the date the City Manager or his or her designee takes final action, in writing, to accept dedication or transfer of an Improvement or (ii) the date determined pursuant to Section 3 below.

"Bid Documents" means all designs, bid documents, construction plans and specifications, system layout drawings and other construction documents and permits relating to an Improvement.

"Certificate of DIF Credit" means a City certificate for the issuance of DIF Credit to Developer in the form attached hereto as Exhibit 5.

"City DIF Program and Policies" means Ordinance Nos. 2779 and 2780 and Resolution Nos. 2003-39, 2003-070, and 2019-135, as may be amended from time to time.

"City Manager" means the City Manager of the City or his or her designee.

"City Engineer" means the City's City Engineer or his or her designee.

"Completed", "Complete" and "Completion" with respect to an Improvement means that such Improvement has been completed in accordance with its Bid Documents, including any final "punch list" items, as approved in writing by the City Engineer, which approval shall not be unreasonably withheld, and that such Improvement is Usable. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property

is only a portion of a larger work of improvement, then a determination of "Completed" or "Completion" with respect to that Improvement shall be made only as to that Improvement and not with respect to the larger work of improvement of which it is a portion.

"Credit Request" means a document, substantially in the form of Exhibit 6, to be used by Developer in requesting DIF Credits with respect to one or more Improvements.

"Days" shall mean business days unless otherwise stated.

"Developer Contract" means a contract between the Developer and a qualified contractor awarded for the construction of the Improvements at the direction of Developer.

"Development Agreement" has the meaning set forth in Recital D above.

"DIF" or "Development Impact Fees" or "DIF Fees" means the development impact fees imposed within the New Model Colony area pursuant to City Ordinance Nos. 2779 and 2780 and City Resolution Nos. 2003-39, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135,2022-133, and 2025-010, and any subsequent City ordinances and resolutions lawfully adopted by the City Council to update or modify such development impact fees.

"DIF Credit" means credits earned against the payment of DIFs pursuant to this Agreement.

"DIF Obligation" means the amount of Developer's total obligation for Development Impact Fees in either the Regional or Local Adjacent portion of a DIF category for the Property. Developer's DIF Obligation amounts for each DIF Category shall be as provided in Exhibit 4.

"DIF Program" means the Development Impact Fee Program and the capital improvement projects and public infrastructure identified in the Development Impact Fee Program, adopted and amended by the City from time to time.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Eligible Cost" means the substantiated cost of an Improvement to be used in calculating DIF Credit amounts, which costs may include: (i) the costs for the construction (including grading) of such Improvement, (ii) costs directly related to the construction and/or acquisition of the Improvement, such as costs of payment, performance and/or maintenance bonds, the professional costs of material testing, and insurance costs (including costs of any title insurance required); (iii) the cost of acquiring any real property or interest therein in order to construct or operate the Improvement, (iv) the fees paid to the City and any other governmental agencies for, and all other costs incurred in connection with, obtaining permits, licenses or other governmental approvals for such Improvement, (v) the costs incurred in preparing Bid Documents and the related

costs of geotechnical and environmental evaluations of the Improvement, (vi) costs of construction and project management, administration and supervision (but only up to five percent (5%) of the costs described in clause (i) above) incurred for the construction of such Improvement, (vii) professional costs associated with such Improvement, such as design, engineering, accounting, inspection, construction staking, and similar professional services including legal services related to the review of construction contracts. The maximum amount of Eligible Costs described in clauses (v) through (vii) shall be limited to a total of fifteen percent (15%) of the costs described in clause (i).

"Improvement" or "Improvements" means the public improvements required to support the development of the Property as described in Exhibit 3 to the extent required by the applicable conditions of approval.

"Program Cost" or "DIF Program Cost" means the estimated cost of an Improvement identified in the "Nexus Study" referenced in City Resolution No. 2003-039 as it may be modified, supplemented or superseded from time to time. The Program Cost to be applied shall be the Program Cost in effect at the time the Improvement is Completed.

"Usable" shall mean that, with respect to any particular Improvement, the Improvement is actually usable for its intended purposes, and includes, for water Improvements connection to the applicable water supply, for sewer Improvements connection to an applicable disposal system, and for recycled water Improvements connection to a treated water supply and distribution system. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of whether that Improvement is "Usable" shall be made only with respect to that Improvement and not with respect to the larger work of improvement of which it is a portion.

2. Construction and Funding of Improvements by Developer. Developer shall commence the Improvements in accordance with the terms of the Development Agreement and individual Tract Maps, including any extension thereof. Upon commencement of the Improvement(s), Developer agrees to proceed expeditiously with the construction of the Improvement(s) under the terms herein. For the purposes of this Agreement, commencement of the Improvements shall mean when Developer receives the first permit from City for grading of the Property. If Developer is unable or unwilling to proceed with, and Complete, the construction of the Improvement(s) for any reason, and subject to the provisions in Section 17 below, Developer shall be considered to be in default of this Agreement. City and Developer agree that Developer shall award, or cause to be awarded, all contracts for the construction of the Improvements and that this Agreement as necessary to assure the timely and satisfactory Completion of such Improvements. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted

practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct the Improvements and cause title to the Improvements to be conveyed to the City even if the DIF Credit Amount is less than the actual cost of the Improvements.

3. Inspection and Acceptance of Completed Improvement by City. City shall make or shall cause to be made periodic site inspections of Developer's construction work. The Acceptance Date for each Improvement constructed by Developer shall occur not later than twenty (20) Days following the last to occur of the following:

(a) the City Engineer's determination that the Improvement is Complete;

(b) the City Manager's determination that Acceptable Title with respect to the Improvement is available for acceptance;

(c) Developer's provision of one (1) set of "as-built" or record drawings or plans for the Improvement, certified and reflecting the condition of the Improvement as constructed; and

(d) Developer's provision of such evidence or proof as the City Manager shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvement have been paid and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Alternatively, rather than await the expiration of the time for the recording of claims of liens, Developer may elect to provide a title insurance policy or other security acceptable to the City Manager guaranteeing that no such claims of liens will be recorded or become a lien upon any of the real property required for the Improvement.

4. Conveyance of Acceptable Title to City. Acceptable Title to all property on, in or over which, the Improvement will be located, shall, prior to and as a condition precedent to the City's acceptance of any Improvement, be conveyed to City by way of an irrevocable offer of dedication of such property on the Tract Map or by a separate recorded instrument, and such conveyance of interest has been approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Improvement. Developer agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of Acceptable Title shall be evidenced by recordation of the acceptance thereof by the City Manager or his designee.

5. Maintenance and Warranties to be provided to City. Developer shall maintain the Improvement in good and safe condition until the Acceptance Date of the Improvement. Prior to the Acceptance Date, Developer shall, at its sole cost and expense, be responsible for performing any required maintenance on the Improvement. On or before the Acceptance Date of the Improvement, Developer shall assign to the City all of Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Improvement. After the Acceptance Date, City shall be solely responsible for maintenance of the

Improvement. With respect to the Improvement, Developer shall warrant that the Improvement is free from defects in materials and construction defects (and shall correct or cause to be corrected any such defects at Developer's expense) for a period of one year from the Acceptance Date thereof (the "Warranty Period") and Developer shall provide a bond reasonably acceptable in form and substance to the City for such period and such purpose to insure that such defects that appear within said period will be repaired, replaced or corrected by Developer, at its own cost and expense, to the reasonable satisfaction of the City Manager. During the Warranty Period, Developer shall continue to repair, replace or correct any such defects within thirty (30) Days after written notice thereof by the City Manager to Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Improvement shall be delivered to the City Manager, in writing, as part of the transfer of title.

6. Issuance of DIF Credit to Developer. Developer shall receive DIF Credits based upon the verified Eligible Costs of the Improvement (or accepted portion of the Improvement). Issued DIF Credits shall specify the DIF Credit infrastructure category and whether the DIF Credit is for construction of a Regional or Local Adjacent DIF Program Improvement.

7. Limitations on the Issuance of DIF Credit to Developer upon Completion of an Improvement. The amount of DIF Credit to be issued by City shall be limited to the amount of the DIF Program Costs for the Improvement (or accepted portion of the Improvement). The DIF Program Costs identified in the City's DIF Program shall be subject to change, from time to time, as part of the continuing update of the City's DIF Program. The DIF Program Costs for the Improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit Request is submitted to the City.

(a) To the extent that NMC Builders LLC incurred the costs for the design of the Improvements, Developer agrees that the DIF Credit, up to ten (10%) of the DIF Program Costs, for such design cost portion of the Improvements shall be issued to NMC Builders LLC.

(b) The DIF Credit that the Developer will receive upon Completion of the Improvements may be exchanged for a refund of DIF that was paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

8. Issuance of a DIF Credit Certificate. When an Improvement is Complete, Developer shall submit a DIF Credit Request to City with all supporting documentation evidencing the total actual Eligible Costs of the Improvement at the time of submittal. The City Manager or designee shall determine the completeness of the DIF Credit Request and notify Developer of whether the DIF Credit Request is considered complete or if additional information is needed from Developer. Once the DIF Credit Request is considered complete, the City Manager or designee shall use his or her best efforts to determine the total actual Eligible Costs of the Improvements and provide Developer with

a Certificate of DIF Credit within twenty (20) Days following receipt of the completed DIF Credit Request.

9. DIF Program Modifications. The estimated cost in the City's DIF Program for DIF Improvements (or defined portions of DIF Improvements) as listed in Exhibit 4 and Developer's total DIF Obligation amount may be modified from time to time based on modifications to the City's DIF Program.

10. Assignment of DIF Credits. Developer shall have the right to transfer or assign DIF Credits provided for herein, to any person, partnership, limited liability company, joint venture, firm or corporation; provided, however, that any such sale, transfer or assignment shall only be made in strict compliance with the following:

(a) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Developer (i) shall notify the City Manager, in writing, of such sale, transfer or assignment and (ii) shall provide the City with an executed agreement, by purchaser, transferee or assignee that identifies the amount of DIF Credits transferred.

(b) Except for the limited assignment above of DIF Credits, any assignment by Developer of any of the obligations of Developer under this Agreement (a "DIF Improvement Assignment") with regards to the Improvements listed in Exhibit 4, shall identify the Improvements that are the subject of the Assignment Agreement and require the written approval of the City Manager, which approval shall not be unreasonably withheld so long as adequate security as determined by City in its sole discretion, is in place to secure the Completion of the subject Improvements and any DIF Improvement Assignment not made in strict compliance with the foregoing conditions (other than a transfer under Section 23 below) shall, unless such obligations are performed by Developer when required by this Agreement notwithstanding such assignment, constitute a default by Developer and City shall have no further obligations with regard to acceptance of Certificates of DIF Credit issued to Developer, including any DIF Credit assigned or transferred by Developer.

(c) If Developer enters into a DIF Improvement Assignment with a successor in interest with respect to all or a part of the Property (a "Successor Developer") in accordance with Section 10(b) and the Successor Developer obtains DIF Credit pursuant to this Agreement upon its completion of the Improvements identified in the DIF Improvement Assignment, then

(i) such Successor Developer shall have the right to sell, transfer or assign to Developer, and Developer shall have the right to acquire from such Successor Developer, all or a portion of such DIF Credit by complying only with Section 10(b) above, and

(ii) Developer shall have the right to sell, transfer or assign all or a portion of such DIF Credit to other Successor Developers who acquire other portions of the Property by complying only with Section 10(b) above, if the sale, transfer or

assignment of such DIF Credit occurs concurrently with the conveyance of another portion of the Property to the other Successor Developer.

11. Additional Documents/Actions. The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Agreement.

12. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement.

13. Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch. 938 § 2 (S.B. 975)), and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Bid Documents and each Developer's Contract shall require all contractors for the construction of Improvements to pay prevailing wages in accordance with the applicable provisions of the Labor Code. Developer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at the Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its officials, officers, employees, agents, contractors and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

14. Default and Force Majeure.

(a) Default. Failure or delay by Developer or City to perform any of its obligations under this Agreement constitutes a default by such party under this Agreement. The party alleged to be in default shall have thirty (30) days after the date of the written notice by the other party to commence to cure such default. The party alleged to be in default shall diligently pursue such cure to completion within thirty (30) days or a reasonable timeframe if such default cannot be reasonably cured within thirty (30) days, as established in the written notice provided by the party asserting the default. If the party alleged to be in default has not cured its default within the cure period set forth therein, the defaulting party shall be deemed in breach. Any failure or delay in giving such notice or in asserting any rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the party not in default of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any of its rights or remedies. If any default by Developer is not cured within the time period provided by the City, City shall be entitled to terminate this Agreement in its entirety and thereafter, the City shall be under no obligation to perform any of City's obligations hereunder, including, but not limited to, the issuance of DIF Credits that Developer may claim.

(b) Force Majeure. Notwithstanding the provisions contained in the foregoing paragraph, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine restrictions, freight embargoes, public transportation stoppage, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform (a "Force Majeure Event"). An extension of time for any such cause (an "Excusable Delay") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by City and Developer. The Parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them (unless such conditions were caused by a Force Majeure Event) that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement are not Force Majeure Events and do not provide any Party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking that may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not a Force Majeure Event and does not excuse the performance by such Party of its obligations under this Agreement. Without limiting the nature of the foregoing, the parties agree that the inability of Developer to obtain a satisfactory commitment from a construction lender for the improvement of the Property or to satisfy any other condition of this Agreement relating to the development of the Property shall not be deemed to be a Force Majeure Event or otherwise provide grounds for the assertion of the existence of a delay under this Section 14.

15. Licenses and Permits. The Developer shall secure (or shall cause to be secured) any and all permits that may be required by the City or any other governmental agency affected by the construction of the Improvements. The Developer shall be responsible for paying all applicable fees and charges to the City to obtain any land use entitlements and permits that are necessary to construct the Improvements.

16. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them,

harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively "Damages") that the City, or its respective officers, employees and agents, or any combination thereof, may suffer or that may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from the Developer. Notwithstanding the foregoing, neither the City nor its respective officers, employees, or agents shall be indemnified, defended or held harmless against such Damages to the extent that such Damages have been caused by their sole active negligence or sole willful misconduct. The parties acknowledge and agree that the Developer shall be released from the indemnity, defense and hold harmless obligations set forth herein upon the acceptance of the Improvements by the City and completion of the Warranty Period for such Improvements.

17. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds or any other costs incurred in connection with the Project. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Other Obligations. Nothing contained herein shall be construed as affecting the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the design, acquisition, construction and installation of the Improvements. This Agreement is not, and shall not be construed as, a statutory development agreement as authorized by Government Code sections 65864 et seq., and this Agreement shall not be interpreted as limiting the authority of the City to adopt and amend regulations concerning permitted uses of property, the density or intensity of use,

the maximum height and size of proposed buildings, provisions for the reservation or dedication of land or the payment of impact fees for public purposes.

19. Binding on Successors and Assigns. Except as set forth in Section 10 or Section 23 hereof, neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted and accepted assigns, and successors-in-interest of the parties hereto.

20. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

21. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

22. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

23. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. Developer shall have the right to encumber and assign its rights and interests hereunder to the lenders providing such financing as security for such financing without the consent of the City and without complying with Section 10 hereof. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. A mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value, unless otherwise required by law.

(b) The mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days following the sending of the notice of default to Developer. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any mortgagee in possession shall be subject to the provisions of Section 10 of this Agreement.

24. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

If to DEVELOPER:
Scott Hansen
KB Home Cal Management Services LLC
36310 Inland Valley Drive, Ste. 300
Wildomar, CA 92595

With a copy to (legal counsel, if applicable):

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery,

(b) if given by electronic communication, whether by telex, or telecopy, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

25. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

27. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

28. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

30. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Description of Improvements
Exhibit 4 – Estimated Costs of Improvements
Exhibit 5 – Certificate of DIF Credit
Exhibit 6 – DIF Credit Request
Exhibit 7 – none referenced
Exhibit 8 – DIF Improvement Assignment

[*Signatures On Next Page*]

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

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

KB Home Cal Management Services LLC

a Delaware limited liability company

Dated: 1/5/26

By: _____

Name: Scott Hansen

Its: VP, Forward Planning

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On January 5, 2026 before me, Judith Mireles, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Judith Mireles, Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On this ___ day of _____, 2026 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Seal)

Exhibit 1

Legal Description of Property

BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT NO. LLA 18-006, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 7, 2019 AS DOCUMENT NO. 2019-0269171 AND PARCEL 2 AS SHOWN ON CERTICATE APPROVING A LOT LINE ADJUSTMENT NO. 07-010 AS EVIDENCED BY DOCUMENT RECORDED JUNE 10, 2008 AS DOCUMENT NO. 2008-0263645, BOTH OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAN BERNARDINO COUNTY.

Exhibit 2

Map of Property

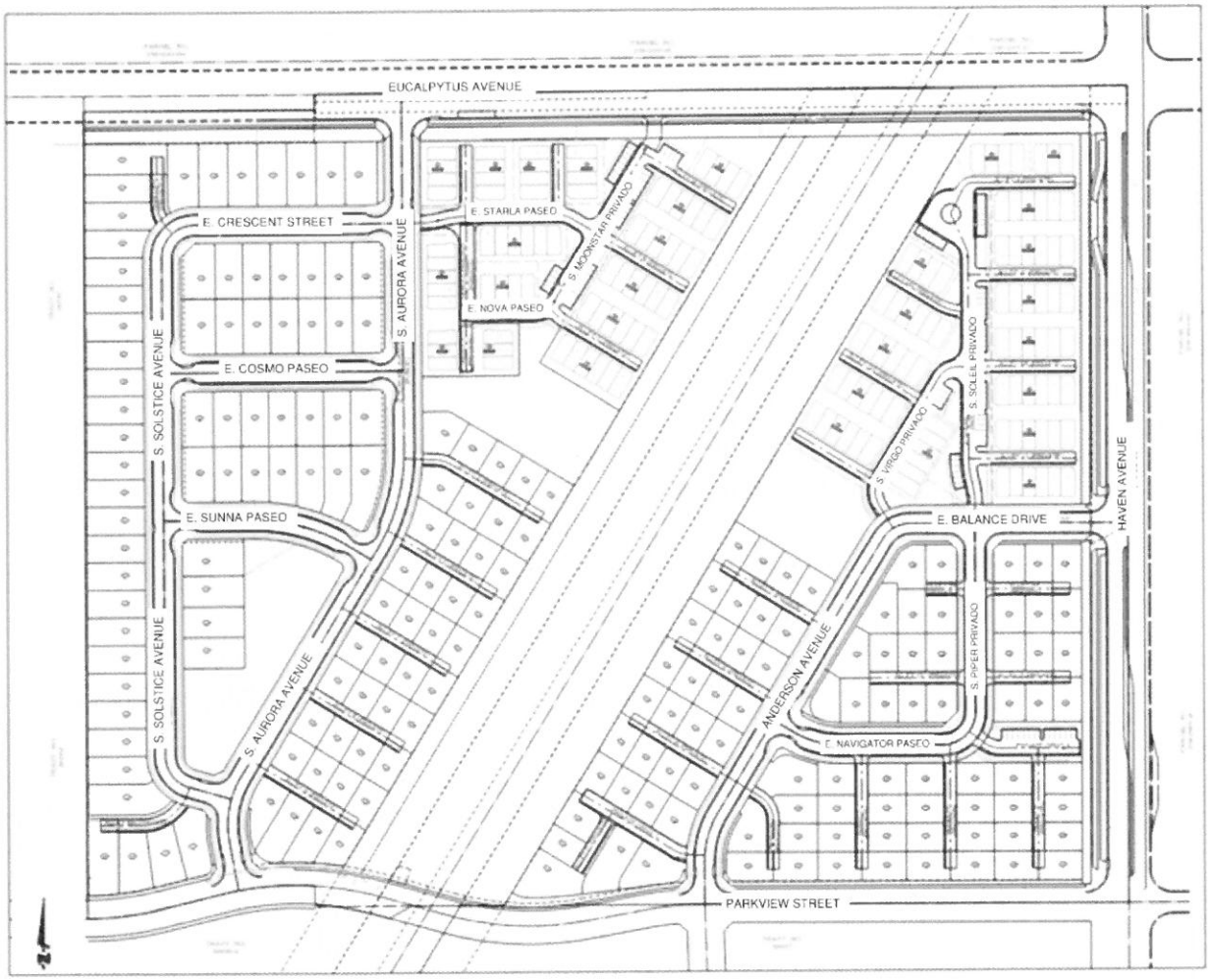


Exhibit 3

Description of Improvements

DIF Eligible Facilities: The DIF Eligible Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Agreement only if such Segment was constructed by or on behalf of the Developer.

Local Adjacent Water Facilities

Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length
TM 20472	Local Adjacent Water	WT-016	Recycled Water System	16" recycled water line in Eucalyptus Avenue from Haven to the westerly boundary of TM20472 (Aurora Ave)	1,391
TM 20472	Local Adjacent Water	WT-016	Recycled Water System	8" recycled water line in Haven from Eucalyptus to the southerly boundary of TM20472 (Parkview St)	1,193

Local Adjacent Streets, Signals, and Bridges Facilities

Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length
TM 20472	Local Adjacent Streets, Signals, and Bridges	ST-014	Haven Avenue from Riverside to Bellegrave (P)	Construct additional lanes beyond the curb adjacent lane on the west half of Haven Avenue from Eucalyptus Avenue to Parkview Street	1,391
TM 20472	Local Adjacent Streets, Signals, and Bridges	ST-011	Eucalyptus Avenue from Euclid to Milliken	Construct additional lanes beyond the curb adjacent lane on the south half of Eucalyptus Avenue from Haven Avenue to the westerly boundary of TM20472 (Aurora Ave)	1,391
TM 20472	Local Adjacent Streets, Signals, and Bridges	ST-024	Ontario Ranch Traffic Control System (P)	Half-mile signal on Haven at Eucalyptus	N/A

Local Adjacent Fiber Optic Facilities

Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length
TM 20472	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit System	Fiber optic conduit in Haven Avenue from Eucalyptus Avenue to the southerly boundary of TM20472 (Parkview St)	1,391

Exhibit 4

Estimated Costs of Improvements

Local Adjacent Water Facilities

Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length [LF]	Total DIF Project Costs	Segment Cost Percentage	Estimated Eligible Costs	Unit Cost	Contingency Cost	Design Cost	Construction Management Cost
TM 20472	Local Adjacent Water	WT-016	Recycled Water System	16" recycled water line in Eucalyptus Avenue from Haven to the westerly boundary of TM20472 (Aurora Ave)	1,391	$ 137,612,533	0.51%	$ 707,136	$ 401.87	10%	11%	5.5%
TM 20472	Local Adjacent Water	WT-016	Recycled Water System	8" recycled water line in Haven from Eucalyptus to the southerly boundary of TM20472 (Parkview St)	1,193	$137,612,533	0.30%	$ 415,015	$ 275.00	10%	11%	5.5%
							Subtotal Local Adjacent Water	$ 1,122,151				

Local Adjacent Streets, Signals, and Bridges Facilities

Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length [LF]	Total DIF Project Costs	Segment Cost Percentage	Estimated Eligible Costs*	Total Project LF	Full Segment Percentage
TM 20472	Local Adjacent Streets, Signals, and	ST-014	Haven Avenue from Riverside to Bellegrave (P)	Construct additional lanes beyond the curb adjacent lane on the west half of Haven Avenue from Eucalyptus Avenue to Parkview Street	1,391	$ 5,720,522	5.27%	$ 301,472	13,200	10.54%
TM 20472	Local Adjacent Streets, Signals, and	ST-011	Eucalyptus Avenue from Euclid to Milliken	Construct additional lanes beyond the curb adjacent lane on the south half of Eucalyptus Avenue from Haven Avenue to the westerly boundary of TM20472 (Aurora Ave)	1,391	$ 17,993,932	2.51%	$ 451,648	27,700	5.02%
TM 20472	Local Adjacent Streets, Signals, and	ST-024	Ontario Ranch Traffic Control System (P)	Half-mile signal on Haven at Eucalyptus	N/A	$ 31,665,628	1.05%	$ 331,355	N/A	N/A
							Subtotal Local Adjacent Streets and Bridges	$ 1,084,475		

*Estimated Eligible Costs for ST-024 are fixed per Engineering's DIF Update

Local Adjacent Fiber Optic Facilities

Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length	Total DIF Project Costs	Segment Cost Percentage	Estimated Eligible Costs	Cost per LF
TM 20472	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit System	Fiber optic conduit in Haven Avenue from Eucalyptus Avenue to the southerly boundary of TM20472 (Parkview St)	1,391	$ 16,914,692	0.22%	$ 38,002	27.32
							Subtotal Local Adjacent Streets and Bridges	$ 38,002	

Total DIF Eligible Facilities - KB Home (Subarea 29)

Parcel Map 20472	DIF Eligible Improvements to be Constructed		
Infrastructure Category	Estimated DIF Eligible Costs	Estimated DIF Obligations (7/1/25 Schedule)*	Estimated Excess DIF Credits
Local Adjacent Water Facilities	$ 1,122,151	$ 1,086,862	$ 35,289
Local Adjacent Streets, Signals, and Bridges Facilities	$ 1,084,475	$ 738,962	$ 345,513
Local Adjacent Fiber Optics Facilities	$ 38,002	$ 488,600	$ -
Total	**$ 2,244,628**	**$ 2,314,424**	**$ 380,802**

Exhibit 5

FORM OF CERTIFICATE OF REGIONAL OR LOCAL ADJACENT DIF CREDIT

Pursuant to Section 6 of the Development Impact Fee Credit Agreement for Facility Construction by and between the City of Ontario and _____ dated _____, 2026, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Fee Credit Agreement" , the City of Ontario hereby certifies that Developer is entitled to the following amount and nature of DIF Credits:

Amount of Credit: $_____
Infrastructure Category of DIF: _____
Local Adjacent or Regional Category of DIF: _____

_____
Scott Ochoa, City Manager

Dated: _____

Exhibit 6

FORM OF DIF CREDIT REQUEST

The undersigned (the "Developer"), hereby requests DIF Credits in the DIF categories and amounts specified in Attachment 1 hereto. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer or representative of the Developer, qualified to execute this Credit Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Improvements for which credit is requested hereby are Eligible Costs (as defined in the Fee Credit Agreement) and have not been inflated in any respect. The Eligible Costs for which credit is requested have not been the subject of any prior credit request submitted to the City.

3. Supporting documentation (such as the applicable Developer Contract, third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which credit is requested.

4. The Improvement for which credit is requested was constructed in accordance with the requirements of the Fee Credit Agreement.

5. Please issue a Certificate of DIF Credit to the Developer in the amount requested.

I declare under penalty of perjury that the above representations and warranties are true and connect.

DEVELOPER	CITY
[INSERT ENTITY]	Credit Request Approved
By: _____	By: _____
Authorized Representative of Developer	Scott Ochoa, City Manager
Date: _____	Date: _____

ATTACHMENT 1

SUMMARY OF IMPROVEMENTS AND REQUESTED DIF CREDITS

Improvement	Eligible Costs/Contract Amount	DIF Credit Requested

[List here all Improvements for
which credit is requested, and attach support documentation]

Exhibit 6

Exhibit 8

FORM OF ASSIGNMENT, SALE, OR TRANSFER OF DIF CREDIT

FROM _____ to _____

This Sale or Transfer of DIF Credit ("DIF Credit Transfer") is entered into as of _____, 20__, between _____, a _____ _____"Transferor") and_____ ("Transferee").

A. NMC Builders, LLC is a limited liability company formed under the laws of the state of California, the business affairs of which are governed by that certain Amended and Restated Limited Liability Company Agreement of NMC Builders, LLC dated as of March 31, 2005, as amended ("NMC Agreement").

B. Transferor is a Member of the NMC Builders, LLC.

C. Pursuant to that certain Certificate of DIF Credit (the "Certificate") issued by the City of Ontario to NMC Builders, LLC, dated _____, an amount of DIF Credit was made available to the Transferor for use in the eastern portion of the New Model Colony. A copy of the Certificate is DIF Credit issued to NMC Builders, LLC by CITY is attached hereto and incorporated herein as Exhibit "C-2".

D. Transferee is owner of real property within the eastern portion of the New Model Colony of the City of Ontario and further described as Tract Map No. _____ . (or other description of the property).

E. Pursuant to the terms of this DIF Credit Assignment, Transferee desires to receive from the Transferor, a share of the DIF Credit issued to Transferor by NMC Builders LLC.

For good, valuable and sufficient consideration received, the receipt of which is hereby acknowledged, the Transferor and Transferee hereby agree as follows:

1. TRANSFER

The Transferor hereby assigns, transfers and conveys to Transferee the DIF Credit of:

DIF Credit Category	DIF Credit Amount
_____	_____

2. ACCEPTANCE

Transferee hereby accepts and assumes DIF Credit as listed above. Transferee and CITY shall track DIF Credit as it is redeemed, and the remaining balance to be used, by completing, dating and initialing Exhibit "D-3" attached hereto and incorporated herein. The original Exhibit "C-2" shall not be removed from this Transfer Agreement.

3. EFFECTIVE DATE.

This Transfer Agreement shall become effective as of the date first above written.

4. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES.

The Transferor makes the following representations and warranties, which representations and warranties shall survive this DIF Credit Transfer:

The Transferor has the full power and authority to enter into this DIF Credit Transfer.

The execution, delivery and performance of this DIF Credit Transfer will not result in any violation or default under its organizational documents or any instruments to which the Transferor is a party.

From and after the date of this DIF Credit Transfer, the Transferor shall have no further rights, title or interest in or to the DIF Credit.

5. TRANSFEREE'S REPRESENTATION AND WARRANTIES.

Transferee makes the following representations and warranties, which representations and warranties shall survive this Transfer:

Transferee is the owner of Tract No. _____ (or other property description) in the eastern portion of the New Model Colony, City of Ontario.

Transferee has the full power and authority to enter into this DIF Credit Transfer.

This DIF Credit Transfer, when executed, shall constitute a valid and legal obligation binding as to Transferee.

6. NOTICES.

All notices, consents, waivers and other communications under this DIF Credit Transfer must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties); (c) when received by the addresses as confirmed by a confirmation receipt, if sent by facsimile to the appropriate facsimile number

designated below (or to such other facsimile number as the parties may designate by notice to the other parties).

If to the Transferor:
Entity Name: _____
Address: _____
_____
Attention: _____
Phone: _____
Email: _____

If to Transferee:
Entity Name: _____
Address: _____
_____
Attention: _____
Phone: (___) _____
Email: _____

7. GENERAL PROVISIONS.

Severability. In the event that the application of any of the provisions of this DIF Credit Transfer are held to be unenforceable or invalid, the validity and enforceability of other applications of that provision and of the remaining provisions shall not be affected.

Counterparts. This DIF Credit Transfer may be executed in counterparts.

Entire Agreement. This DIF Credit Transfer contains the entire final understanding of and between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this DIF Credit Transfer. There are no representations, agreements, arrangements or understandings, oral or written, between the parties that are not fully set forth herein.

Construction. Every covenant, term and provision of this DIF Credit Transfer shall be construed simply according to its fair meaning and not strictly for or against any party.

No Modifications. No supplement, modifications or amendment to this DIF Credit Transfer shall be binding unless executed in writing by both parties.

Further Assurances. The Transferor and Transferee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this DIF Credit Transfer.

Effect of NMC Agreement and Certificate. This DIF Credit Transfer Agreement is, and shall remain, subject to the terms and conditions of the DIF Credit Certificate and the NMC Agreement, as may be amended by the parties thereto from time to time.

No Third Party Beneficiaries. This DIF Credit Transfer Agreement is made and entered into for the sole protection and benefit of the parties hereto, the City of Ontario,

and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this DIF Credit Transfer Agreement.

IN WITNESS WHEREOF, the Transferor and Transferee have duly executed this DIF Credit Transfer as of the date first written above.

TRANSFEROR:

Entity Name (NMC Builders Member) a _____

By: _____

By: _____

TRANSFEREE:

Entity Name _____ a _____

By: _____

By: _____

(All Signatures must be notarized)

EXHIBIT "C-2" to Transfer of DIF Credit

(Certificate of DIF Credit)

(Original DIF Credit Certificate issued by City must be attached).

EXHIBIT "D-3" to Transfer of DIF Credit

Available DIF Credit Reconciliation

DIF Credit Category _____

Assigned to: _____**(NMC Member)**

Date Assigned to NMC Member: _____

Transferee: _____

Date Transferred: _____

Starting DIF Credit Balance	Amount Redeemed	Date	Remaining DIF Credit Balance	City's Initials	Transferee's Initials

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: A RESOLUTION TO UPHOLD THE ARBITRATOR'S DECISION REGARDING THE JORDAN TOLENTINO MATTER

RECOMMENDATION: That the City Council adopt a Resolution making certain findings and upholding the arbitrator's decision regarding the Jordan Tolentino matter.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: There is no fiscal impact related to the Resolution.

BACKGROUND & ANALYSIS: On August 7, 2024, Police Officer Jordan Tolentino (Tolentino) was involuntarily terminated from his position as a Police Officer with the Ontario Police Department. Tolentino subsequently appealed the termination pursuant to Article XIII of the Memorandum of Understanding (MOU) between the City and the Ontario Police Officers Association (OPOA).

Consistent with the OPOA MOU, Tolentino's appeal of his termination was initially heard by City Manager Scott Ochoa (Ochoa) as a Level IV grievance. In his Level IV response, Ochoa informed Tolentino that he decided to uphold the termination. Tolentino then made a timely request for an appeal hearing per Section 13.06 of the OPOA MOU.

On February 27, 2025, Hearing Officer Kenneth A. Perea (Hearing Officer Perea) presided over an arbitration hearing regarding the termination of Tolentino. On August 11, 2025, Hearing Officer Perea issued his Findings and Award, in which he found just cause for Tolentino's termination from employment with the City of Ontario Police Department.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING CERTAIN FINDINGS AND APPROVING AND UPHOLDING THE ARBITRATOR'S AUGUST 11, 2025, DECISION REGARDING JORDAN TOLENTINO.

WHEREAS, the City Council of the City of Ontario ("City Council") is authorized, pursuant to the Memorandum of Understanding between the Ontario Police Officers' Association and City of Ontario ("MOU"), to review and approve personnel decisions of hearing officers regarding employees of the City; and

WHEREAS, Jordan Tolentino ("Appellant") was employed as a Police Officer in the Police Department of the City of Ontario; and

WHEREAS, Appellant was the subject of disciplinary action resulting in termination by the City; and

WHEREAS, Appellant caused to be filed a grievance concerning said disciplinary action; and

WHEREAS, on August 11, 2025, the hearing officer hearing such disciplinary matter rendered their decision, making certain findings of facts, conclusions of law, upholding the disciplinary action of termination, and denying Appellant's grievance; and

WHEREAS, pursuant to Government Code Section 54957, by letter dated December 18, 2025, the City notified Appellant's legal counsel, in writing, of Appellant's right to have the City Council hear the matter in open or closed session, which right was not exercised by Appellant; and

WHEREAS, all other prerequisites to this Resolution have taken place.

NOW THEREFORE, be it resolved the City Council hereby finds and determines the following:

SECTION 1. That the City Council hereby approves and upholds the hearing officer's August 11, 2025, written decision, and adopts as its own all of the findings of fact and conclusions of law contained therein. Said written decision is hereby incorporated by reference into this Resolution, as though fully set forth herein.

SECTION 2. Based upon said findings of fact and conclusions of law, the City Council hereby finds, based on a preponderance of the evidence, that the disciplinary action was for "just cause" and was reasonable.

SECTION 3. That City staff are hereby directed to provide a written copy of this Resolution to the Appellant, including an affidavit of mailing.

SECTION 4. The Mayor of the City shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

SECTION 5. This Resolution shall take effect on February 3, 2026.

The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 3rd day of February 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held February 3, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held February 3, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Management Services Prepared By: Jordan T Villwock Staff Member Presenting: Darlene M. Sanchez, Assistant City Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: DESIGNATION OF VOTING DELEGATES FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) ANNUAL GENERAL ASSEMBLY MEETING

RECOMMENDATION: That the City Council appoint Council Member Debra Porada as the City Delegate Representative and Mayor Paul Leon as the alternate.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is no direct fiscal impact with this action. However, representation and participation in SCAG's upcoming business meeting will help guide SCAG policy on matters which may have an impact on the City.

BACKGROUND & ANALYSIS: Southern California Association of Governments has scheduled its Annual General Assembly Meeting for May 7, 2026 in Palm Desert, California. At the meeting, the SCAG representative will consider and take action on resolutions that establish SCAG policy. Consistent with SCAG's bylaws, a city's voting delegate and alternate must be designated by City Council action.

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Gil H Mars Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT COFFEE ARCHITECT AND ASSOCIATES FOR THE ANTHONY MUNOZ COMMUNITY CENTER GYMNASIUM PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with Robert Coffee Architect and Associates, of Dripping Springs, Texas, to provide additional scope of work for the Anthony Munoz Community Center Gymnasium Project in the amount of $14,200 for a total not-to-exceed contract amount of $986,020; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The proposed Amendment No. 2 to the Professional Services Agreement with Robert Coffee Architect and Associates is in the amount of $14,200 for a total not-to-exceed contract amount of $986,020. The 2025-26 Adopted Budget includes appropriations in the Capital Projects – Measure Q Fund for the Anthony Munoz Community Center Gymnasium Project.

BACKGROUND & ANALYSIS: On October 17, 2023, the City Council approved the Professional Services Agreement with Robert Coffee Architect and Associates for the design of the Anthony Munoz Community Center Gymnasium Project. Amendment No. 1 was approved on July 2, 2025, to extend the contract term to December 31, 2026.

Staff recommends approving the proposed Amendment No. 2 to allow for the design of offsite improvements, including fiber optic, potable water, and crosswalk signing and striping improvements, by the civil and electrical engineering design team. The design work is estimated to be completed by March 2026 with construction being complete by November 2027.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ROBERT COFFEE ARCHITECT AND ASSOCIATES

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Robert Coffee Architect and Associates**, a Sole Proprietor ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled Professional Services Agreement dated October 17, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add services to the scope of work for the D&C23-015 Anthony Munoz Gymnasium project. **This will increase the amount by $14,200 for a new not to exceed agreement amount of $986,020.** The Parties have heretofore entered into that Amendment No. 1 dated July 2, 2025.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Architectural Design consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A". All Services shall be subject to, and performed in accordance with,

this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B". The total compensation shall not exceed **Nine Hundred Eighty-Six Thousand and Twenty Dollars with no cents** (**$986,020.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "A" – Scope of Services is hereby amended to add Attachment A which is hereto and incorporate herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ROBERT COFFEE ARCHITECT AND ASSOCIATES

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ROBERT COFFEE ARCHITECT AND ASSOCIATES

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

RCA+A

Robert R. Coffee Architect + Associates
183 McKellar Road
Dripping Springs, TX 78620
T 949-697-2326

January 10, 2026

Gil Mars
Design & Construction – Construction Project Manager
1333 S. Bon View
Ontario, CA 91761

Re: Anthony Munoz Community Center Gymnasium
Additional Service Request #1

Dear Gil,

Please consider this letter as an Add Service Request to our Scope of Work to prepare two minor Offsite Public Improvement Plans and the revision of the existing plan set to remove and reference work on the new plan sets, as well as the coordination of all the affected wet and dry utilities listed below. As this is additional work we request your consideration to amend and modify our Professional Services Fee to include the additional compensation for the following:

Civil Engineer:

1)	Minor Offsite Plan #1: Plan to include street, potable water, street lighting and crosswalk signing and striping improvement.	$4,500.00
2)	Minor Offsite Plan #2: Plan to include recycled water and fiber optic improvements.	$2,500.00
3)	Revise the Existing Site Plan Set:	$1,500.00
	Subtotal Add Service	**$8,500.00**

Electrical Engineer:

1)	Minor Offsite Plan #1 and #2: Provide electrical drawings for street-light and fiber optic improvement for each respective Offsite Improvement Plan	$1,800.00
	Subtotal Add Service	**$1,800.00**

Robert Coffee Architect and Associates

1)	Revisions to Current Site Plan Drawings	$1,500.00
2)	Project Management and Coordination	$2,400.00
	Subtotal Add Service	**$3,900.00**

TOTAL ADD SERVICE: $14,200.00

If you have any questions, please feel free to give me a call.

Sincerely,

Robert R. Coffee
Principal

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOBILEMATICS DBA CLOUDNOMICS

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Mobilematics DBA Cloudnomics of Santa Clara, California, for firewall support, in a contract amount not to exceed $257,100, and an additional 3-year term.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2025-26 adopted budget includes appropriations in the Information Technology Fund for firewall support services. The proposed Amendment to the Professional Services Agreement increases the total contract amount by $107,100, which includes fiscal year 2025-26 of $35,700, fiscal year 2026-27 of $35,700, and fiscal year 2027-28 of $35,700 for a total contract amount not to exceed $257,100. If approved, appropriations will be added to the future years' budgets consistent with the annual adoption process.

BACKGROUND & ANALYSIS: The City contracted with Mobilematics dba Cloudnomics to support the Police Department network firewall migration, which was completed on time with minimal operational impact and resulted in a stable and secure environment.

In February 2023, Cloudnomics was re-engaged to provide ongoing network firewall support for the City, including the City Hall datacenter. Cloudnomics has demonstrated strong familiarity with the City's network firewall environment. Staff requests City Council approval of a not-to-exceed amount of $257,100 for an additional three-year term.

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DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MOBILEMATICS DBA CLOUDNOMICS

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Mobilematics DBA Cloudnomics, a CORPORATION ("Consultant"). City and Consultants are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated February 27, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to extend the terms. The Parties have heretofore entered into that Amendment No. 1 dated March 29, 2024.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 Terms of the Agreement is hereby amended in its entirety to read as follows:

" The term of this Agreement shall be from February 6, 2023, to February 5, 2029, unless earlier terminated as provided herein. Consultant shall complete the

Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."

Amendment. Section 3.2.1 Compensation of the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred fifty-seven thousand, one hundred dollars ($257,100) without the written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MOBILEMATICS DBA CLOUDNOMICS

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

MOBILEMATICS DBA CLOUDNOMICS

By:_____

Its: GM_____

Printed Name: Hrishi Kamat_____

By:_____

Its: Operations Manager_____

Printed Name: Bharti Venkumahanti_____

ATTACHMENT A

Cloudnomics

5201 Great America Parkway, Ste 320
Santa Clara, CA 95054

SALES QUOTE

Quotation No.: 713188
Quotation Date: 01/12/26
Valid Until: 02/12/26
Customer No.: C5000110
Customer Ref. No.:
Vendor Quote No.:
Page No.: Page 1 of 1

BILL TO	SHIP TO	TOTAL
City Of Ontario 303 East B Street Ontario CA 91764 USA	**City Of Ontario** 303 East B Street Ontario CA 91764 USA	$ 107,100.00

Shipping charges and tax will be added to all orders if applicable

Palo Alto Networks Product(s) are not-returnable and non-cancelable

COSELL PARTNER	END USER

ORDER DETAILS	
Sales Employee:	Hrishi Kamat
Terms:	Net30
Type of Sale:	New

Qty	Item Name	Description	List Price	Disc%	Unit Price	Total
3	CN-CONSULT-REMOTE-CUSTOM	Cloudnomics - Professional Services - Remote – 15 days of Regular working hours Per Year	$ 30,000.00	15.000	$ 25,500.00	$ 76,500.00
3	CN-CONSULT-REMOTE-AFTERHOURS-CUT-4HR	Cloudnomics - Professional Services - Remote Afterhours Cutover 4 Days Support per year -(4hr)	$ 12,000.00	15.000	$ 10,200.00	$ 30,600.00

Subtotal	$ 107,100.00
Shipping	
Tax	
Total Order Value	**$ 107,100.00**

Remarks: 3 Years Contract

Phone: 408-320-0217 E-Mail: accounting@cloudnomics.net Website: www.cloudnomics.net

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HEXAGON SAFETY & INFRASTRUCTURE

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Hexagon Safety & Infrastructure, of Madison, Alabama, for the Public Safety Dispatch and Police Report Management Systems Replacement Projects, in a contract amount not-to-exceed $9,123,734.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2025-26 adopted budget includes appropriations from the Information Technology Capital Improvement Fund for the Public Safety Dispatch and Police Report Management Systems Replacement Projects. The proposed Amendment to the Professional Services Agreement increases the total contract amount by $698,038, which includes change orders – OnCall Records Data Conversion by Hexagon in the amount of $153,045; and Remove NIXL, Remove I/Sight to Genetec VMS, Exchange IMAP Editor, and Add Interface Drone as First Responder in the amount of $544,993 for a total contract amount not to exceed $9,123,734. If approved, appropriations will be added to the future years' budgets consistent with the annual adoption process.

BACKGROUND & ANALYSIS: The City of Ontario is implementing a new Computer-Aided Dispatch (CAD) for Fire and Police, and a new Records Management System (RMS) for Police. During implementation, Staff identified the need for additional system connections and expanded user access to fully support daily operations and facilitate coordination with other public safety and City systems. These enhanced connections will improve the accuracy and efficiency of information sharing. Expanding user access ensures that dispatchers, supervisors, and other authorized personnel can use the system seamlessly and without interruption. These improvements are essential to maintaining dependable public safety services and meeting both current and future staffing requirements.

As part of the transition to the new Police RMS, data must be transferred from the existing to the new RMS. This data includes police reports and other data to meet state and federal reporting

requirements. To ensure the information is accurately transferred and remains fully accessible within the new system, specialized data conversion services are needed to support the data migration. To ensure these systems operate as intended and fully support both Police and Fire Department operations, Staff requests the City Council approval to amend the Agreement to increase the not-to-exceed amount to $9,123,734.

CITY OF ONTARIO
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(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND INTERGRAPH CORPORATION

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **INTERGRAPH CORPORATION, through its Hexagon Safety, Infrastructure & Geospatial division** (Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement for I/CAD Software and Recurring Maintenance, Implementation and Training services dated **February 16, 2024** ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to **increase the Compensation**. The parties have hereto entered into that Amendment No. 1 dated October 1, 2024.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to **Section 3.7.16** of the Agreement.

3. Terms.

3.1 Amendment. **Section 3.2.1 Compensation** of the Agreement is hereby amended in its entirety to read as follows:

" Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the rates and manner set forth in the Agreement. The total compensation shall not exceed Nine Million One Hundred Twenty-Three Thousand Seven Hundred Thirty-Four Dollars and Zero Cents ($9,123,734.00) without the written approval of the City Council or City Manager, as applicable, which includes change orders Attachment 1 – OnCall Records Data Conversion by Hexagon in the amount of $153,045; and Attachment 2 – Remove NIXL, Remove I/Sight to Genetec VMS, Exchange IMAP Editor, and Add Interface Drone as First Responder in the amount of $544,993. Other than the compensation increase associated with the approved Change Orders described herein, no other terms, conditions, or provisions of the Agreement, as previously amended, are modified by this Amendment. All remaining provisions remain unchanged and in full force and effect."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND INTERGRAPH CORPORATION

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

INTERGRAPH CORPORATION

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CHANGE ORDER / CHANGE REQUEST

HEXAGON

CUSTOMER NAME:	City of Ontario	
CUSTOMER ADDRESS:	2500 S Archibald Ave Ontario, CA 91761	
HEXAGON ENTITY:	Safety, Infrastructure & Geospatial	
DATE:	December 9, 2025	
CHANGE ORDER NUMBER:	1	
CHANGE ORDER TITLE:	OnCall Records Data Conversion by Hexagon	
ORIGINAL PO / CONTRACT NUMBER:	2024-65987	
CURRENT CONTRACT VALUE:	$2,388,724.29	Includes Extended Warranty, excludes taxes
REVISED CONTRACT VALUE:	$2,541,768.96	Includes Extended Warranty, excludes taxes
CHANGE ORDER PRICE:	$153,044.67	
CURRENCY:	U.S. Dollars	

OTHER HEXAGON INFORMATION:

QUOTE NUMBER:	2025-80229
QUOTE & CHANGE REQUEST EXPIRATION DATE	December 19, 2025
PROJECT MANAGER:	Shawn Christiansen / David Bonini
SALES CONTACT:	Andrew Sayko
PROJECT NUMBER:	ONC02

WHEREAS, the customer named above (hereafter "Customer") and the Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division, (hereafter "Hexagon") have entered into the agreement named above for products and/or services (hereafter "Agreement);

WHEREAS, the Customer and Hexagon desire to amend the Agreement, as set forth below in this Change Order/Change Request (hereafter "Change Order" or "Change Request"), in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, the parties intending to be legally bound, hereby agree as follows:

I. DESCRIPTION OF CHANGE:

This Change Order makes the following revisions to this contract:

1) Adds additional services for Data Conversion by Hexagon Professional Services. See **Attachment A - Statement of Work (SOW) Task 1** for more task details. The following attached Appendices to the SOW provide additional information:
- Appendix A Audit Summary Example
- Appendix B Data Conversion Sample Mapping
- Appendix C Hexagon Internal Data Conversion Process

2) Provides Customer with an updated draft project timeline - please see **Attachment A - Updated Project Plan.**
3) Removes the following:
- Whitebox Archive Reporting Tool (ART) Software and Maintenance.
- Anti-Bias Reporting Software and Maintenance, with Backup (BCK)
- Custom Services for RMS Vendor Views for Coplink
- Custom RMS Interface to SWITRS (RMSCUSTOM15) and Maintenance

Software Relinquishment:
Except as prohibited by Customer's valid maintenance agreement, by executing this Change Order the Customer hereby: (i) relinquishes, surrenders, terminates, and disclaims, in perpetuity, its right to use, or allow the use in any manner, the Relinquished Licenses; (ii) agrees that it will uninstall and remove from any and all Customer's system(s) the Relinquished Licenses immediately; and (iii) acknowledges and agrees that all other terms and conditions of any prior written agreements regarding the Relinquished Licenses, including but not limited to Hexagon Safety & Infrastructure's End-User License Agreement, will remain in full force and effect, except for the grant of the license rights themselves. If Customer later decides to reinstate use and/or maintenance of the Relinquished Licenses, Customer must re-purchase the licenses at the then-current list price.

To complete this software exchange, Customer is required to complete and sign the License Relinquish Agreement form **(Attachment B)** provided as part of this Change Order and return it with the executed Change Order. Once the documentation is returned, Hexagon will be able to proceed with updating Customer's software information.

The detailed technical or functional revisions to the contract are described below or in the separately attached Statement of Work (SOW): See Attachment A - Statement of Work (SOW).

General Assumption: See Attachment A - Statement of Work (SOW).

Change Order delivery details

Delivery date	*To be scheduled upon Change Order execution*
Handling priority	*No Change*
Acceptance criteria	*No Change*
Required deliverables by Customer	*No Change*
Documentation and Training	*See Attachment A - Statement of Work (SOW)*
Changes to contract schedule	*See Attachment A - Project Timeline*
Guarantee and Warranty changes	*No Change*
Liability and reliability changes if any	*No Change*

Milestone payments as a result of this change order are revised as follows:
100% upon execution of this Change Order #1.

Check One

☑ **This Change Order does affect the contract value. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

☐ **This Change Order does not affect the contract value. Funds in the Customer Credit Balance may be used toward the purchase of future Intergraph software or services. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

II. CHANGE ORDER DETAILS

Items Added to Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	Full Data Conversion by Hexagon Professional Services	SPRSVC9001	1	299,000.00	299,000.00
				Total of Items Added:	**299,000.00**

Items Removed from Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	Whitebox Archive Reporting Tool (ART)	THRDSW001	1	(38,488.00)	(38,488.00)
	Anti-Bias Reporting	PSA1100	1	(41,684.00)	(41,684.00)
	Anti-Bias Reporting - BCK	PSA1100BCK	1	-	-
	RMS Vendor Views for Coplink	SPRSVC9001	1	(4,015.92)	(4,015.92)
	RMS Interface to SWITRS	RMSCUSTOM15	1	(40,837.61)	(40,837.61)
				Total of Items Removed:	**(125,025.53)**

Maintenance (or Extended Warranty) of Items Removed Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	Whitebox Archive Reporting Tool (ART)	THRDSW001	1	(5,773.08)	(5,773.08)
	Anti-Bias Reporting	PSA1100	1	(5,508.00)	(5,508.00)
	Anti-Bias Reporting - BCK	PSA1100BCK	1	-	-
	RMS Interface to SWITRS	RMSCUSTOM15	1	(9,648.72)	(9,648.72)
				Total Software Maintenance Removed:	**(20,929.80)**

III. SUMMARIES:

CHANGE ORDER SUMMARY	
Additions:	299,000.00
Removals:	(145,955.33)
Project Credit Applied	-
Total Change Order Price:	153,044.67

Customer Credit Balance	
Balance after this Change Order:	
Adjustments:	
Current Credit Balance:	-

IV. CHANGE ORDER APPROVAL:

IN WITNESS WHEREOF, the parties hereto have signed this Change Order/Change Request as of the date written above.

APPROVED BY: DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3... **Date:** 15 December 2025

Authorized Signature
Intergraph Corporation

APPROVED BY: _____ **Date:** _____

Customer Authorized Signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

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ATTACHMENT A – CHANGE ORDER SOW

This statement of work ("SOW" or "Statement of Work"), together with the Change Order to which this SOW is attached (the "Change Order" or "CO"; together with the SOW, the "Agreement"), describes the software and/or services that will be provided in exchange for payment of the applicable amount set forth in the Change Order. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the original Contract, except as modified by the Change Order.

Except as set forth below and/or in the Change Order, the terms and conditions of the original Contract shall: (i) remain unchanged and in full force and effect; and (ii) apply to this Agreement. Unless expressly stated otherwise in this SOW, all Hexagon Activities and Tasks under this SOW will be performed remotely. Changes of Activities or Tasks to on site to accommodate specific Customer requests may be done at Hexagon's discretion and at an additional cost.

Change Order Task 1 – OnCall Records Data Conversion

Description

The purpose of this Task is to convert Customer legacy RMS data into OnCall Records. The conversion will be of the following databases and restrictions:

- One (1) Database(s) each containing two hundred fifty (250) Tables with seven thousand (7000) total elements to be converted

The conversion will follow a series of sub-tasks, as outlined below. The data conversion, unless otherwise stated, is a single, full dataset run, where the target database (OnCall Records) is purged of all data, prior to the import of the legacy RMS data.

Data Conversion Extraction

The Customer is responsible for the extraction of the data from the current systems into a readable format for the Hexagon-developed data conversion scripts. Upon delivery of all data to be converted, the time necessary for the extraction and delivery should also be given with the data. This information will help aid Hexagon in presenting the total time of conversion that will be used to calculate any outage for the Cutover conversion.

Data Conversion Mapping

Hexagon will conduct a Data Mapping and Analysis with the Customer. Based on the legacy data sets and tables, Hexagon will prepare two (2) documents outlining source and target conversion mappings and will deliver an Expectations Document to further outline the process. These mapping documents and Expectations Document will be signed off by all parties before continuing.

Data Conversion Scripting

Hexagon will create the data conversion scripts required to convert the data into OnCall Records. These scripts will be based on the agreed-upon mapping documents.

Data Conversion Run 1

Hexagon will begin the process by staging the source database(s), and a copy of the OnCall Records database within a CJIS controlled lab. Hexagon will then purge relevant data from the OnCall Records database and execute the developed data conversion scripts, moving the data into the OnCall Records

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database. This will be done, sequentially for all datasets identified. Data conversion results will be tested and evaluated by Hexagon and Customer for accuracy. Any issues identified will be documented within the tracking system during the period of performance as outlined by the schedule. Additionally initial run times for the conversion will be generated.

Data Conversion Run 2

Hexagon will correct any mutually agreed-upon data conversion issues through script modifications and execute Data Conversion Run 2, following the same process as Data Conversion Run 1. Data conversion results will be tested and evaluated by Hexagon and Customer for accuracy. Any issues identified will be documented within the tracking system during the period of performance as outlined by the schedule. Additionally run times for the conversion will be refined.

Data Conversion Run 3

Hexagon will correct any mutually agreed-upon data conversion issues through script modifications and execute Data Conversion Run 3, following the same process as Data Conversion Run 2. Data conversion results will be tested and evaluated by Hexagon and Customer for accuracy. Any issues identified will be documented within the tracking system during the period of performance as outlined by the schedule. Upon completion, signoff by all parties will be obtained. Additionally run times for the conversion will be refined. This data will then be passed to the team to be incorporated into Cutover planning.

Final Run

Hexagon will correct any mutually agreed-upon data conversion issues through script modifications and prepare to execute the Final Data Conversion Run into OnCall Records. This Final Data Conversion Run will be the final run just prior to Cutover.

Task Deliverables

- Data Conversion Expectations Plan
- Data Conversion Mapping Document
- Documentation confirming completion data conversion tasks
- Conversion Run Times Document

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Task Assumptions

- No data clean-up or merging of data is part of this Task.
- Attachments are not to be manipulated in any way or converted.
- Attachments are assumed to be embedded in the source database. If there are differences, there may be an adjustment in scope.
- The Customer will need to provide expertise on source database. This will include purpose and definition of data elements in the source database to aid in mapping to the appropriate location in the target database.

Hexagon Team Participation and Responsibilities

- Conduct the Data Mapping and Analysis;
- Create the data conversion scripts; and

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- Conduct Data Conversion Run 1, Run 2, Run 3, and the Final Run.

Customer Participation and Responsibilities

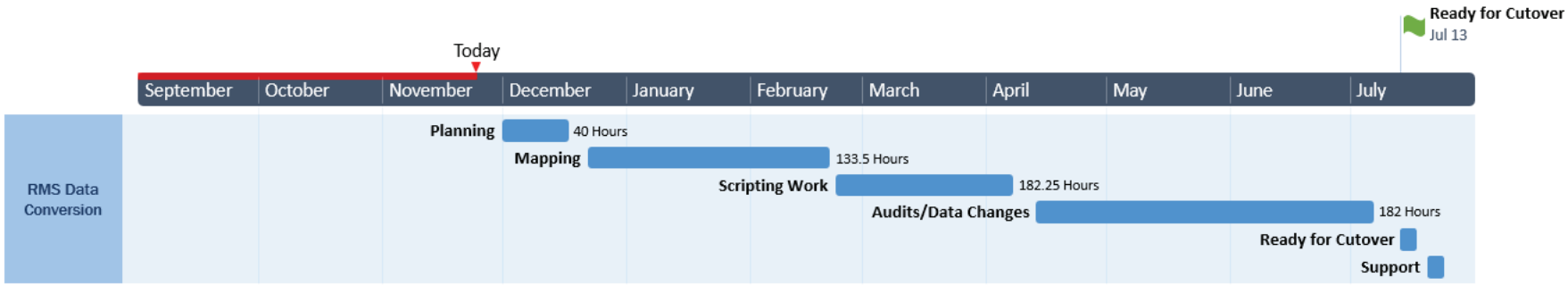
- Provide extraction of the data from the current system into a readable format for the Hexagon-developed data conversion scripts;
- Sign off on relevant documents related to conversion plan; and
- Consult with Hexagon regarding any data migration questions.

Task Acceptance Criteria

This Task is complete once the Final Data Conversion Run has been conducted.

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UPDATED PROJECT PLAN



This timeline has been developed based on the most recent understanding of the project requirements and objectives, including the underlying Change Order. It is important to note that the timeline is subject to change due to various factors, including but not limited to, progression of the project in future stages, and the timely execution of the underlying Change Order.

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HEXAGON

SOFTWARE RELINQUISHMENT AGREEMENT 2025

ONC02-CO1

ATTACHMENT B

***1. Customer Information** (all fields required):

Customer Name: City of Ontario, CA

Requestor Name: Liz Zazueta

E-mail Address: lzazueta@ontarioca.gov

Street Address: 200 North Cherry Avenue

City, State, Country, Zip/Postal Code Ontario, CA 91764

***2. Relinquished Licenses**

SOFTWARE TITLE	QUANTITY	ACTIVATION KEY
THRDSW001 Whitebox Archive Reporting Tool (ART)	1	

The customer identified above ("Customer") desires to relinquish the licenses identified in the Relinquished Licenses Table above (the "Relinquished Licenses")

By signing this Agreement, Customer hereby irrevocably relinquishes, surrenders, terminates, and disclaims in perpetuity its license rights to use or allow anyone else to use in any manner the Relinquished Licenses. Customer hereby agrees it will uninstall and remove from all Customer's system(s) the Relinquished Licenses.

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Customer acknowledges and agrees that, except as expressly contradicted herein, all other terms and conditions of any prior written agreements regarding the Relinquished Licenses, including but not limited to any applicable sale terms or license agreement, will remain in full force and effect. For avoidance of doubt, any grant of rights to Customer to use the Relinquished Licenses in prior agreements shall not survive execution of this instrument.

The individual executing this instrument represents and warrants that she has full authority to bind Customer to the terms of this instrument, and that she does so bind the customer by her execution.

*** = Required Fields** (missing information will result in processing delays)

***3. Customer Signature:**

_____
Signature

_____
Name

_____
Title

_____
Date

Please e-mail this completed document to: orders.na.sig@hexagon.com

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Appendix A – OCN02-CO1

Audit Summary

Version 2.0
November 25, 2025



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Audit X

This is a sanitized version of an example audit report given upon completion

AGENCY	LEGACY DATABASE

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1 Audit Times for Legacy Systems

PROCESS	PROCESS DESCRIPTION	HH:MM	PROCESSED BY
Prep	Data prep for .csv and .xlsx files	04:30	
Conversion Execution	Executing conversion scripts for	02:10	
Post Execution	Miscellaneous verifications, updates, and fixes for	02:00	
Grand Total	Total time for	08:40	

PROCESS	PROCESS DESCRIPTION	HH:MM	PROCESSED BY
Conversion Execution	Executing conversion scripts for	08:00	
Post Execution	Miscellaneous verifications, updates, and fixes for	08:00	
Grand Total	Total time for	16:00	

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2 Audit Data Review

Audit for and began on 4/4/25 and completed on 4/9/25. This included a break in activities on 4/8/25 for IT to perform Shutdown activities.

Upon the delivery of converted data on 4/10/25, the customer should perform the following:

- Assign resources (core team, SME, and/or database experts) to be involved in the review process.
- Review existing SalesForce tickets from Previous Audit to verify if the issues have been resolved in the current run.
- Continue reviewing converted data for correctness against the mapping spreadsheets.
- If new issues are found, enter issues into Salesforce
- Complete Audit data review and enter issues by 4/23/25.

The Hexagon conversion specialists will investigate each reported issue. Communication and information exchange will primarily be done through the issue tracking system. However, Hexagon may schedule meetings with the customer to better facilitate issues review and resolution.

After data review and communication between Hexagon and the customer team have completed and the necessary scripting changes have been agreed by all parties, the conversion team will perform the scripting changes.

3 Audit SalesForce Tickets

Below are existing SalesForce tickets addressed in Audit. Agencies should start the review process by verifying these tickets.

429547
429582
429584
429585
429586
429589
429590
429592
434273

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4 General Analysis

All tables identified within the two legacy databases ran without exception within timeframes identified. This run was compared to previous runs and expected table counts matched both against original data provided in previous run, as well as expected new data created is the new data sets. Final base module review counts were as follows:

Overall system of master records (agency agnostic)

- Master Names: 4,632412
- Master Vehicles: 1,612,708
- Master Locations: 10,890,432

Run specific to agency 200

AGENCY_REC	Record Cnt	Source	Last Updated
200	254486	MPI	2024-09-23 09:47:53.4770000
200	1220456	MLI	2025-03-12 09:46:49.1690000
200	341234	MNI	2025-08-22 11:00:58.5960000
200	238247	MVI	2024-09-25 21:15:07.5320000
200	6610	Arrest	2024-09-13 09:59:57.8330000
200	316013	Calls for Service	2024-09-26 01:12:56.8250000
200	4335	Case Mgmt	2024-09-24 07:24:16.6130000
200	54084	Incident	2025-01-24 09:29:51.2700000
200	9964	Incident Supplement	2024-09-23 16:48:18.1440000
200	745	Juvenile Contacts	2024-09-19 09:14:02.0560000
200	6152	Booking	2024-09-26 00:43:05.2430000
200	138	Employee	2024-05-08 16:42:03.8980000

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APPENDIX B – MAPPING EXAMPLES FOR DATA CONVERSION

Mapping samples are dictated by the source system available, however in most cases Excel is used to help target source and target information. To help understand, some sample sheets are included for reference. The creation of these documents are collaborative in nature. Most RMS vendors allow a degree of customization and personalization by the end users, so it is imperative that we walk through all tables and fields together to make sure we Hexagon understands how the source is to be used, and the agency understands how the new system works and where the data will eventually land. At the end of the mapping phase, the documents will be provided and walked through to ensure there is a good understanding on all data, both data that is included, but also what is not included depending on the scope that is defined to the projects and any restrictions due to the source data and the end system.

These mapping documents help to take the information covered during the planning phase and expectations document to be directly linked to the data. Hexagon will highlight and identify certain areas including:

the following databases and restrictions:

- Source and target mapping – This is the primary audit testing that will be used
- Base RMS module that will be impacted – This helps the implementation team understand impacts to exiting business processes as well as understanding of the new system
- Custom fields that will be needed. If there is source data that does not have a relevant home, the implementation team will help create those needed fields to capture the data.
- Code fields. These are identified for both source and target, so the implementation team can weigh in on impacts for the new system and the general upkeep of codes that may change between the beginning and the end runs.
- Special data. Information such as attachments, employees and users and passwords are discussed at the beginning, as there may be changes in overall processes between historical data and the new system, so any changes that impact conversion can be discussed and documented early.

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Tables highlighted blue are candidates for migration.

Table Name	Record Count	Tot Column Count	Columns With Data
p2pv2log	8474634	9	9
sys_audt	8380718	14	14
alttodo	5688201	14	12
syinvl	4535640	17	14
jscreen	2252924	19	16
jaillog	1464842	18	17
sys_trac	1109705	36	12
ancapplg	985816	14	10
lwnames	768741	91	30
nmhist	742475	38	36
sysacces	684660	12	12
sys_log	624876	7	7
lwmain	601392	187	70
lwchrg	585763	89	33
dadetail	428878	48	32
jdlycnt	363798	34	24
jpropty	319009	27	23
accerror	312377	3	3
nmmain	266146	149	113
jfachist	231548	16	16
sys_hist	209265	11	10
lwassist	201199	10	8
sys_arch	177193	9	9
lwstatus	152897	6	6
phmain	135981	11	6
lomain	130579	20	14
wrtrnlog	126264	5	5
vhmain	118990	64	44
archrg	108051	144	39
vhstatus	105561	61	39
sys_img2	102833	4	4

MASTER NAME	
nmmain	266146
nmaddr	23511
nmalert	14208
nmmodop	8
nmphys	608
nmrelat	16844
nmsmt	28638
plineup	179
Total Tables	8

MASTER LOCATION	
lomain	130575
Total Tables	1

MASTER VEHICLE	
vhmain	118990
vhmodop	48
vhtowimp	602
Total Tables	3

Master Property	
prmain	69009
Total Tables	1

**EMPLOYEE	
emmain	1670

**CONFIG	
systab1	3534
systab2	2036
systab3	1213
systab4	794
systab5	42
systab6	7835
ucr2st	2296
jfacilty	453

**CONFIG tables not counted

INCIDENT	
lwmain	601392
lwnames	768741
lwchrg	585763
lwsupp	72781
lwsusp	330
lwrlcase	1254
lwassist	201199
vhstatus	105561
prstatus	65882
Total Tables	9

CASE MANAGEMENT	
lwcase	24171
lwcaseas	188
lwcasest	7096
lwcmtask	129
Total Tables	4

ARRESTS	
armain	82324
archrg	108051
Total Tables	2

FIELD INTRVIEW	
fcmain	4324
Total Tables	1

COURT DOCUMENT	
cpmain	19721
wamain	14513

CITATION	
tcmain	87486
tcmainl2	4271
tcchrg	101201
twmain	16076
twchrg	15429

ACCIDENT	
tamain	39405
tanames	60306
taunits	52723
taprop	3175
tachrg	44

PERMITS	
bkmain	78

FL	FIELD	RECORD COUNT	TYPE/SIZE	CODE TYPE	COMMENTS	TABLE	COLUMN	TYPE	MASTCODE	COMMENT
LWMAIN										
LWMAIN	addconsole	36764	char(8)		NO CONVERSION					
LWMAIN	addtime	601392	datetime			INCIDENT	CREATED_ON			
LWMAIN	adduser	601392	varchar(100)			INCIDENT	CREATED_BY			
LWMAIN	age	2	char(2)							
LWMAIN	agency	601373	char(4)	AGCY		INCIDENT	AGENCY_REC			
LWMAIN	apt_flr	6091	char(10)			MASTLOCATION	UNITNUMBER			
LWMAIN	asst_offcr	594475	char(1)		NO CONVERSION					
LWMAIN	city	585932	varchar(20)	CITY		MASTLOCATION	CITY			
LWMAIN	complete	4221	char(4)	B, C, S	Confidential, Sealed, Both	INCIDENT	CF_COMPLETE		CF_COMP	CREATE CUSTOM CODE FIELD
LWMAIN	countflag	398955	char(10)		Number of supplements, NO CONVERSION					per Teams call
LWMAIN	csstatus	560634	char(2)	CASS		INCIDENT	STATT		STUS	
LWMAIN	csstatusdt	419225	datetime			INCIDENT	STATUS_DATE			
LWMAIN	date_fnd	601372	datetime			INCIDENT	OCCURRED_TO			
LWMAIN	date_occu	601372	datetime			INCIDENT	OCCURRED_ON			
LWMAIN	date_rept	601372	datetime			INCIDENT	REPORTED_ON			
LWMAIN	datedispos	12217	datetime			INCIDENT	DISP_DATE			
LWMAIN	dispostn	7310	char(2)	CASD		INCIDENT	DISP_CODE		DISP	
LWMAIN	district	53852	char(4)			INCIDENT	LOC_DISTRICT		DIST	
LWMAIN	domestic	5546	char(4)	YES, NO, UNK		INCIDENT	DOMESTIC_VIOLENCE		checkbox	Field is hidden on the screen
LWMAIN	dow1	601372	char(2)			INCIDENT	OCCURRED_FROM_DOW			Field is hidden on the screen
LWMAIN	dow2	601372	char(2)			INCIDENT	OCCURRED_TO_DOW			Field is hidden on the screen
LWMAIN	emdivision	221857	char(4)	DIVS					EDIV	
LWMAIN	emsection	246654	char(4)	SECT					EDIS	
LWMAIN	emshift	273	char(4)							
LWMAIN	emunit	205123	char(4)							
LWMAIN	followup	21	char(4)	ADM, D B, PATL, PT, ROAP, SUP						
LWMAIN	gangrelat	15551	char(4)	YES, NO, UNK		INCIDENT	CF_GANGRELAT			CREATE CUSTOM YESNOFLAG FIELD

SYS_IMG										
1) There are sysid (where syskey = 'N') that are not in sys_img2 (name_id) and there are name_id in sys_img2 that are no in sysid (where syskey = 'N')										
	addtime	53601	datetime			ATTACHMENT	CREATED_ON			
	adduser	53601	varchar(100)			ATTACHMENT	CREATED_BY			
	ext1	53601	char(4)			ATTACHMENT	FILE_NAME			THIS IS THE PHOTO SET
	ext2	53601	char(1)			ATTACHMENT	FILE_NAME			THIS IS THE PHOTO NUMBER WITHIN THE PHOTO SET
	oklineup	52	char(1)							
	sys_imgid	53601	int			ATTACHMENT	MIGRATION_REF			SINCE THERE ARE MULTIPLE SOURCE FILES RECNUM WILL BE SYSTEM
						ATTACHMENT_LINK	MIGRATION_REF			SINCE THERE ARE MULTIPLE SOURCE FILES RECNUM WILL BE SYSTEM
						ATTACHMENT_LINK	ATTACHMENT_ID			FIND THIS FROM MIGRATION_REF
	sysid	53601	int			ATTACHMENT	FILE_NAME			BECOMES PART OF THE FILE NAME ALONG WITH EXT1 AND EXT2
	syskey	53601	char(1)	N						
SYS_IMG2										
	imgfile	102833	varchar(15)				FILE_NAME			
	imgtype	72500	char(10)		MARK, TATT, LPRO, SCAR, PROL, FACE, PROR		DESCRIPTION			
	name_id	102833	int				RECORD_ID			
	sys_img2id	102833	int				MIGRATION_REF			

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Appendix C – OCN02-CO1

Hexagon Data Conversion Process Document

Version 2.0
November 25, 2025



Docusign Envelope ID: 8B48F364-5A7E-4CC3-B372-E01A54D4402B

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Scope

This Data Conversion Document provides high level specifications for the data conversion portion of the Records deployment. This document is to help identify the key areas and mitigate risk with the deployment. As this is an initial description of the data conversion process, delivered early, it is to be expanded through the Questions and Answers at the bottom before signature. As with all data conversion deployments, the Statement of Work should also be referenced.

1.1 Project and Document Attributes

Project Name	
Hexagon Project Manager	
On Premise or Hosted	
OnCall Records Version	

1.2 Definitions, Acronyms and Abbreviations

TERM	Definition
OCR	On Call Records
RMS	Records Management System
MNI	Master Name Index
MLI	Master Location Index

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TERM	Definition
MPI	Master Property Index
Go Live	Final RMS Cutover

2 Record of Changes

REV. NO.	DATE	REVISION AUTHOR	DESCRIPTION
1.0			
2.0			
3.0			

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3 Document Overview

This document breaks down into a few key areas that should align with normal project schedules and tasks. These are:

Overview – This describes all phases of data conversion at a high level including an initial scheduled session between the customer and conversion team to outline overall schedule and tasks.

Analysis – This covers the process of analysing legacy data sets which begins once the source data set has been received.

Mapping – This is the mapping of legacy table columns to OCR table columns which results in a detailed mapping matrix agreed to by all parties.

Scripting – This details the development of data conversion scripts.

Conversion Runs – This describes multiple audit runs and the final Go Live run.

Approvals and Signatures – This section includes the sign-offs for the mapping documents and after each audit run.

Appendix and Questions – This section includes miscellaneous information as well as some of the high-level questions typically discussed relating to data conversion.

4 Data Conversion Overview

The standard data conversion project consists of 5 phases; 1) Analysis, 2) Data Mapping, 3) Conversion Scripting, 4) Conversion Runs and 5) Post Conversion Support.

At the beginning of the project, the Conversion Process Document will be delivered to the customer, and a meeting will be scheduled to review the document and answer any questions the customer may have.

The Analysis phase consists of gathering information about the legacy database(s) to be converted. At the start of the Analysis phase, the customer will provide legacy database schemas and table layouts as well as a full dataset to Hexagon. In addition, Hexagon may schedule a meeting with the customer for a demonstration of the legacy system. This allows the conversion specialist to have a better understanding of the legacy system.

Each functional area to be considered for conversion in the legacy database(s) will be compared with that functional area in the OCR database to determine how compatible the two

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databases are. In addition, decisions on single or multi agency, attachments, and other aspects of converting the legacy data will be made.

During the Data Mapping phase, a detailed mapping document of each functional area will be created in Excel or Teams spreadsheets. These spreadsheets are essential to the conversion process as they specify the correspondence of fields in the legacy data to fields in the OCR schema and represent the conversion plan. The mapping documents are the plans to move forward with the data conversion. Upon customer acceptance sign-off, conversion scripting will commence.

The conversion specialists will create conversion scripts during the Conversion Scripting phase. These scripts may include logic to reformat dates, parse name and address data and translation of legacy pick list data to OCR pick list data but does not include any type of clean-up of legacy data such as reformatting of free form text fields or elimination or combining of duplicate master indices (names, vehicles, locations). The data conversion scripts will be tested using the full legacy dataset provided by the customer.

There are 2 types of conversions performed: 1) Audit Conversions and 2) Final Go Live Conversion. The Audit Conversions are simply test conversion runs using the set of the legacy data. After mapping, the audit conversions are the second most important step in the conversion workflow. While the mappings provide a *"paper conversion"*, having the legacy data to view and manipulate in the OCR application makes the data come alive and allows visual verification that data elements are displaying in the proper fields, highlights fields that do not have data, identifies fields that have invalid values and allows quick error detection. Issues and errors found during the conversion audit review will be entered by the customer into Hexagon's issue tracking system then addressed by the conversion specialist. Audit runs also provide runtime measurements needed for Go Live planning.

The Final or Go Live Conversion will be performed as the last step before cutover. It must be scheduled with sufficient lead time to allow for final data extract, data preparation and import and execution time for all scripts. The target OCR environment must be fully configured with all customized fields and the final configuration of pick lists and other configuration data.

Hexagon will provide data conversion support after cutover for the timeframe detailed in the Statement of Work. Issues related to converted data will be either corrected at this time or a quote provided for additional services.

4.1 Analysis

The Analysis phase begins when Hexagon receives the legacy data set from the customer. As part of the analysis, a set of virtual meetings between the customer team and the conversion

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specialist are scheduled. The customer team should include core team members, subject matter experts (SME), and database experts for each of the legacy systems to be analysed.

The scope of all identified databases from the contract will be reviewed against the provided database. If a difference in scope is identified, all parties will be immediately notified so appropriate change management actions can occur.

During the analysis, the conversion specialist's primary goal is to gain as much information as possible about each legacy system that the customer wants to consider for conversion. This is accomplished through:

- Customer demonstrations of legacy systems
- Review of legacy systems documentation
- Legacy database and table layouts
- General discussions and interviews with SME

Hexagon expects to complete the Analysis phase with:

- A good understanding of the architecture of the legacy system(s)
- A list of candidate systems/modules for conversion
- A defined scope of the conversion effort including aspects such as multi agency and attachments
- A list of SME contacts
- Documentation, including ERD and table layouts, of each candidate system.

At the end, an expectation document will be presented at a customer meeting to outline all the relevant details uncovered and the overall impact to the standard schedule to help incorporate the needs of conversion to the larger core implementation team. Some, but not all outlined, include the following:

- Will source data be refreshed for all runs or only some?
- How many runs are in the plan and expectations of all parties refined
- How are legacy codes, employees and other similar data to be managed both initially and in an ongoing fashion
- Are attachments processed in the beginning, at the end or throughout the process.
- Where will runs be done, and who has the responsibilities of the various aspects.
- What can and cannot be done within OCR during a conversion run while the processing is ongoing.

4.2 Data Mapping

Once the candidate data sets for conversion have been provided, the development of the Data Conversion Mapping Document can begin.

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At the start of this phase, the customer must have provided the following information to Hexagon for each database to be converted:

- Contact information for frontend application and backend database experts for each legacy system.
- A list of legacy tables that need to be converted as well as how these tables are used within the legacy application(s)
- Document or schematic describing the database table layouts and how modules and tables are related.
- Table layouts should include column name, data type and size, description, associated code table, and identification of primary and foreign keys.

A separate mapping document will be created for each legacy system. The document will be in the form of either an Excel or Microsoft Teams spreadsheet. The spreadsheet will show how each of the legacy table columns map to OCR table columns. Also documented on the spreadsheet will be related code tables and table linkages.

Any legacy data that cannot be mapped will be highlighted so that the customer and conversion specialist can work together to find an appropriate place for the information. In addition, issues or concerns relating to the data will be noted and discussed. Decisions such as how master indices are handled as well as converting into single or multiple agencies will be documented on the spreadsheet.

During the development of the Data Conversion Mapping Documents, the customer SMEs and database experts must be available to communicate or meet with the conversion specialist on a regular basis to answer questions and review the ongoing mappings. During the communications or meetings, the customer may be asked to demonstrate the legacy system(s) as well as review legacy database layouts and table structure. The conversion specialist will work with the customer to make decisions on how to handle certain data that is not compatible with OCR. Typically, these are handled by importing into comment fields or in some cases user-defined custom fields. Any field in the source that does not have a relevant end mapping will be clearly identified and brought up in the documentation for agreement.

The Data Conversion Mapping Documents must be reviewed by the customer and sign-off acceptance indicates the process can continue with the Data Conversion Scripting phase.

4.3 Conversion Scripting

Upon the sign-off of the mapping matrices, Data Conversion Scripting phase begins. During this phase, the conversion specialist will develop scripts to import data from the legacy source database(s) to the OCR target database.

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Scripting logic will be based on the mappings and decisions documented in the Data Conversion Mapping spreadsheets. However, the scripting phase will involve an even deeper analysis into the legacy data than what was done during the mapping phase, thus customer SME and database experts should be available to answer any questions initiated by the conversion specialist.

The conversion specialist will utilize the legacy data sets provided by the customer to perform internal testing. This allows the scripting logic and timing of script runs to be more fully tested prior to the first audit run.

4.4 Conversion Runs

Data Conversion involves both Audit Conversions and the final Go Live Conversion Run.

Typically, three Audit Conversions are included in the project. Audit Conversions involve the Conversion Specialist executing the full set of conversion scripts against the legacy data set(s) then providing the resulting OCR data to the customer for review. At the end of the run, the conversion specialist will provide statistical information regarding the most recent run including:

- Time for each step to complete (This is an input for the cutover plan to help gauge the total outage needed and to find long running areas to improve upon for subsequent runs)
- Table counts between source and target tables to ensure full coverage
- Any spot check on data used to validate success of scripts

Upon the completion of each Audit Conversion, the customer has the following responsibilities:

- Assign resources (core team, SME, and/or database experts) to be involved in the review process.
- Review of converted data for correctness against the mapping spreadsheets.
- Compare legacy data with converted data to ensure completeness and accuracy of conversion.
- Retest all identified issues that have been resolved.
- Identify and document issues into Hexagon’s issue tracking system.
- Be available to the conversion specialists to discuss any changes needed to the scripting logic.
- Complete the review within allocated scheduled time based on the project plan.

After the review process and communication between the conversion specialist and the customer team have completed and the necessary scripting changes have been agreed by both parties, the conversion specialist will perform the scripting changes.

The subsequent Audit Conversion follows the same steps as outlined above in the first Audit Conversion. Each run will have an Issues Freeze and a Configuration Freeze. The Issues

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Freeze is the cutoff date for reported issues to be included in the next Audit Run. This freeze date makes testing and reporting of issues early on vitally important. The Configuration Freeze occurs during a week before the Audit Run. This means that the OCR system is usable for reviewing data and records manipulation but no configuration changes that are intended to be kept can be made until the Audit Run is completed. The focus of each Audit Conversion review should be to ensure that the previously agreed mappings and conversion logic are correct and that no new issues have been introduced.

By the last Audit Conversion, due to it being the final test audit prior to the final Go Live Conversion Run, there should be very few changes introduced during this review. Any new changes requested as part of this review must be assessed for risks and Hexagon and the customer must agree whether changes will be accepted. Additional time and cost may be required if another Audit Conversion is needed.

Following the completion of the Audit Conversions, planning for the final Go Live Conversion will take place. Based on the amount of data to be converted and estimates on the amount of time to execute all conversion scripts, the timing of the final conversion will be determined. Typical Go Live scenario involves:

- Customer turns off the legacy system(s)
- Customer makes copies of the final legacy data sets to provide to Hexagon
- Hexagon Conversion Specialist executes conversion scripts to import data into OCR.
- Hexagon team performs final steps in preparation for Go Live.

The Conversion Specialist will provide post Go Live conversion support in accordance with the Statement of Work.

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5 Approvals and Signatures

5.1 Approval of Data Conversion Mapping Documents

Hexagon Project Manager	
Name:	
Signature:	Date:
Authorized Agency Representative Signature	
Name:	
Signature:	Date:

5.2 Completion of Audit Run

Hexagon Project Manager	
Name:	
Signature:	Date:
Authorized Agency Representative Signature	
Name:	
Signature:	Date:

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Appendix A – Notes & Questions

Notes

Any notes needed for clarity about the interface or process would go here.

Questions

Question 1:

Question 2:

Question 3:

Question 4

Question 5:

Question 6:

Question 7:

Question 8:

Question 9:

ATTACHMENT 2

CHANGE ORDER / CHANGE REQUEST

HEXAGON

CUSTOMER NAME:	City of Ontario	
CUSTOMER ADDRESS:	200 North Cherry Ave Ontario, CA 91764	
HEXAGON ENTITY:	Safety, Infrastructure & Geospatial	
DATE:	January 14, 2026	
CHANGE ORDER NUMBER:	1	
CHANGE ORDER TITLE:	Remove NIXLE, Remove I/Sight to Genetec VMS, Exch IMap Editor, Add Interface Drone as First Responder	
ORIGINAL PO / CONTRACT NUMBER:	2024-59533	
CURRENT CONTRACT VALUE:	$3,441,730.92	Includes Extended Warranty, excludes taxes
REVISED CONTRACT VALUE:	$3,986,723.80	Includes Extended Warranty, excludes taxes
CHANGE ORDER PRICE:	544,992.88	
CURRENCY:	U.S. Dollars	

OTHER HEXAGON INFORMATION:

QUOTE NUMBER:	2025-98376
QUOTE & CHANGE REQUEST EXPIRATION DATE	March 13, 2026
PROJECT MANAGER:	David Bonini/Shawn Christiansen
SALES CONTACT:	Andrew Sayko
PROJECT NUMBER:	ONC01

WHEREAS, the customer named above (hereafter "Customer") and the Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division, (hereafter "Hexagon") have entered into the agreement named above for products and/or services (hereafter "Agreement);

WHEREAS, the Customer and Hexagon desire to amend the Agreement, as set forth below in this Change Order/Change Request (hereafter "Change Order" or "Change Request"), in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, the parties intending to be legally bound, hereby agree as follows:

I. DESCRIPTION OF CHANGE:

This Change Order makes the following revisions to this contract:

1) Exchanges Customer's I/Map Editor for ArcGIS NL (IPS0084) for I/Map Editor for ArcGIS CC (IPS1184)
2) Adds the following additional Software:
- I/Dispatcher CC with corresponding backup (BCK) and Test (TST) licenses;
- I/NetViewer CC with corresponding Backup (BCK) and Test (TST) licenses;
- Intergraph Mobile Responder Client CC I/CAD with corresponding Backup (BCK) and Test (TST) licenses

3) Adds InterCAD CAD Xalt Interface (PSA1018) software with corresponding Backup (BCK) and Test (TST) licenses for "Drone as a First Responder" Custom Interface Development Services. Please see **Attachment A - SOW, Task 1** for more details.
4) Removal of the following COTS Interfaces:
- I/Sight to Genetec VMS - Software, Maintenance & Services
- I/FRMS CADLink to FirstDue - Software, Maintenance & Services
- I/Telephone Device for Deaf for Police & Fire - Software, Maintenance & Services
- I/Page to SanBernardino ISD Paging - as a deliverable ONLY - I/Page SW is still required for other connections.
- CADLink to SPIDR Tech - as a deliverable ONLY - CADLink SW is still required for other connections.

5) Removal of the following Custom Interfaces:
- CAD Interface to Rave Mobile Safety/Smart 911
- CAD Interface to Legacy Tiburon RMS
- CAD Query Interface to JIMS

6) Removal of the following Hexagon Professional System Services:
- Consulting Services CAD Interface to Verint Logging Recorder
- CAD Interface to CopLink
- 3 Days I/NetViewer Train the Trainer Class

7) Adds Custom Interface for ImageTrend Informer Query (RMSCUSTOM15) and Hexagon Professional Services to Install Custom Interface - see Attachment A - SOW, Task 2.
8) Years 2-5 Recurring Fees for added software below will be added to the Contract. Years 2-5 Recurring Fees for removed software will be removed from the Contract.
9) Provides Customer with detailed Maintenance information, including details from Change Order #1. Please see Attachment C.

Software Relinquishment:
Except as prohibited by Customer's valid maintenance agreement, by executing this Change Order the Customer hereby: (i) relinquishes, surrenders, terminates, and disclaims, in perpetuity, its right to use, or allow the use in any manner, the Relinquished Licenses; (ii) agrees that it will uninstall and remove from any and all Customer's system(s) the Relinquished Licenses immediately; and (iii) acknowledges and agrees that all other terms and conditions of any prior written agreements regarding the Relinquished Licenses, including but not limited to Hexagon Safety & Infrastructure's End-User License Agreement, will remain in full force and effect, except for the grant of the license rights themselves. If Customer later decides to reinstate use and/or maintenance of the Relinquished Licenses, Customer must re-purchase the licenses at the then-current list price.

To complete this software exchange, Customer is required to complete and sign the License Relinquish Agreement form (**Attachment B**) provided as part of this Change Order and return it with the executed Change Order. Once the documentation is returned, Hexagon will be able to proceed with updating Customer's software information.

The detailed technical or functional revisions to the contract are described below or in the separately attached Statement of Work (SOW): See Attachment A - Statement of Work (SOW).

General Assumption: See Attachment A - Statement of Work (SOW).

	To be scheduled upon Change Order execution
To complete this software exchange, Cust	*No Change*
Acceptance criteria	*No Change*
Required deliverables by Customer	*No Change*
Documentation and Training	*See Attachment A—SOW Tasks*
Changes to contract schedule	*No Change*
Guarantee and Warranty changes	*No Change*
Liability and reliability changes if any	*No Change*

Milestone payments as a result of this change order are revised as follows:
100% due upon execution of Change Order #1.

Check One

☑ **This Change Order does affect the contract value. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

☐ **This Change Order does not affect the contract value. Funds in the Customer Credit Balance may be used toward the purchase of future Intergraph software or services. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

II. CHANGE ORDER DETAILS

Items Added to Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	I/Map Editor for ArcGIS CC (includes Extended Warranty)	IPS1184	1	5,755.07	5,755.07
	I/Dispatcher CC (includes Extended Warranty)	IPS0002	10	35,755.00	357,550.00
	I/Dispatcher CC - Backup License	IPS0002BCK	10	-	-
	I/Dispatcher CC - Test License	IPS0002TST	10	-	-
	I/NetViewer CC (includes Extended Warranty)	IPS0042I	61	4,359.00	265,899.00
	I/NetViewer CC - Backup License	IPS0042IBCK	61	-	-
	I/NetViewer CC - Test License	IPS0042ITST	61	-	-
	Intergraph Mobile Responder Client CC - I/CAD (includes Extended Warranty)	IPS3204	25	797.00	19,925.00
	Intergraph Mobile Responder Client CC - I/CAD - Backup (includes Extended Warranty)	IPS3204BCK	25	-	-
	Intergraph Mobile Responder Client CC - I/CAD - Test (includes Extended Warranty)	IPS3204TST	25	-	-
	Drone as a First Responder Services	SPRSVC9001	1	-	-
	InterCAD CAD Xalt Interface (includes Extended Warranty)	PSA1018	1	17,875.00	17,875.00
	InterCAD CAD Xalt Interface - Backup	PSA1018BCK	1	-	-
	InterCAD CAD Xalt Interface - Test	PSA1018TST	3	-	-
	Hexagon Professional Services - Image Trend Informer Query	SPRSVC9001	1	9,093.52	9,093.52
	Custom Interface for Image Trend Informer Query	IPSCUSTOM04	1	43,656.48	43,656.48
				Total of Items Added:	**719,754.07**

Year 2 Recurring Fee: of Items Added Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	I/Map Editor for ArcGIS CC	IPS1184	1	1,612.80	1,612.80
	I/Dispatcher CC	IPS0002	10	6,451.20	64,512.00
	I/Dispatcher CC - Backup License	IPS0002BCK	10	-	-
	I/Dispatcher CC - Test License	IPS0002TST	10	-	-
	I/NetViewer CC	IPS0042I	61	806.40	49,190.40
	I/NetViewer CC - Backup License	IPS0042IBCK	61	-	-
	I/NetViewer CC - Test License	IPS0042ITST	61	-	-
	Intergraph Mobile Responder Client CC - I/CAD	IPS3204	25	189.00	4,725.00
	Intergraph Mobile Responder Client CC - I/CAD -	IPS3204BCK	25	-	-
	Intergraph Mobile Responder Client CC - I/CAD -	IPS3204TST	25	-	-
	InterCAD CAD Xalt Interface	PSA1018	1	3,427.20	3,427.20
	InterCAD CAD Xalt Interface - Backup	PSA1018BCK	1	-	-
	InterCAD CAD Xalt Interface - Test	PSA1018TST	3	-	-
	Custom Interface for Image Trend Informer Query	IPSCUSTOM04	1	5,165.04	5,165.04
				Total Software Maintenance Added:	**128,632.44**

Items Removed from Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	I/Map Editor for ArcGIS NL (includes Extended Warranty)	IPS0084	1	(5,488.67)	(5,488.67)
	I/Sight Server CC (includes Extended Warranty)	IPS1018	1	(18,372.35)	(18,372.35)
	I/Sight Server CC - Test License	IPS1018TST	1	-	-
	I/Sight Server CC - Backup License	IPS1018BCK	1	-	-
	I/Sight to Genetec VMS	SPRSVC9001	1	(22,807.47)	(22,807.47)
	I/FRMS-CADLink CC (includes Extended Warranty)	IPS0048	1	(17,791.55)	(17,791.55)
	I/FRMS-CADLink CC - Backup License	IPS0048BCK	1	-	-
	FirstDue Interface Services	SPRSVC9001	1	(2,830.48)	(2,830.48)
	I/Telephone Device for Deaf - Plant NL (includes Extended Warranty)	IPS0018A	1	(17,791.55)	(17,791.55)
	I/Telephone Device for Deaf - Plant NL - Backup License	IPS0018ABCK	1	-	-
	I/Telephone Device for Deaf for Police & Fire Services	SPRSVC9001	1	(2,830.48)	(2,830.48)
	CAD Interface to Rave Mobile Safety/Smart911 (includes Extended Warranty)	IPSCUSTOM04	1	(13,764.00)	(13,764.00)
	CAD Interface to Legacy Tiburon RMS (includes Extended Warranty)	IPSCUSTOM04	1	(46,919.00)	(46,919.00)
	CAD Query Interface to JIMS (includes Extended Warranty)	IPSCUSTOM04	1	(11,940.00)	(11,940.00)
	Consulting Services CAD Interface to Verint Logging Recorder (Police)	SPRSVC9001	1	(2,867.10)	(2,867.10)
	Consulting Services CAD Interface to CopLink	SPRSVC9001	1	(2,867.10)	(2,867.10)
	3 Days I/NetViewer Train the Trainer Class	SPRSVC9001	1	(8,491.44)	(8,491.44)
				Total of Items Removed:	**(174,761.19)**

YEAR 2 Recurring Fee of Items Removed Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	I/Map Editor for ArcGIS NL	IPS0084	1	(1,269.60)	(1,269.60)
	I/Sight Server CC	IPS1018	1	(4,308.48)	(4,308.48)
	I/Sight Server CC - Test License	IPS1018TST	1	-	-
	I/Sight Server CC - Backup License	IPS1018BCK	1	-	-
	I/FRMS-CADLink CC	IPS0048	1	(3,727.68)	(3,727.68)
	I/FRMS-CADLink CC - Backup License	IPS0048BCK	1	-	-
	I/Telephone Device for Deaf - Plant NL	IPS0018A	1	(3,727.68)	(3,727.68)
	I/Telephone Device for Deaf - Plant NL - Backup	IPS0018ABCK	1	-	-
	CAD Interface to Rave Mobile Safety/Smart911	IPSCUSTOM04	1	(2,284.44)	(2,284.44)
	CAD Interface to Legacy Tiburon RMS	IPSCUSTOM04	1	(5,428.92)	(5,428.92)
	CAD Query Interface to JIMS	IPSCUSTOM04	1	(2,274.24)	(2,274.24)
				Total Software Maintenance Removed:	**(23,021.04)**

III. SUMMARIES:

CHANGE ORDER SUMMARY	
Additions:	719,754.07
Removals:	(174,761.19)
Project Credit Applied	-
Total Change Order Price:	544,992.88

Customer Credit Balance	
Balance after this Change Order:	
Adjustments:	
Current Credit Balance:	-

IV. CHANGE ORDER APPROVAL:

IN WITNESS WHEREOF, the parties hereto have signed this Change Order/Change Request as of the date written above.

APPROVED BY: DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3... **Date:** 16 January 2026

Authorized Signature
Intergraph Corporation

APPROVED BY: _____ **Date:** _____

Customer Authorized Signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

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ATTACHMENT A – CHANGE ORDER SOW

This statement of work ("SOW" or "Statement of Work"), together with the Change Order to which this SOW is attached (the "Change Order" or "CO"; together with the SOW, the "Agreement"), describes the software and/or services that will be provided in exchange for payment of the applicable amount set forth in the Change Order. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the original Contract, except as modified by the Change Order.

Except as set forth below and/or in the Change Order, the terms and conditions of the original Contract shall: (i) remain unchanged and in full force and effect; and (ii) apply to this Agreement. Unless expressly stated otherwise in this SOW, all Hexagon Activities and Tasks under this SOW will be performed remotely. Changes of Activities or Tasks to on site to accommodate specific Customer requests may be done at Hexagon's discretion and at an additional cost.

Change Order Task 1 – Drone As A First Responder

Description:

Customer has requested the ability to launch a drone that will arrive at an incident scene faster than First Responders. This interface is required between I/CAD 9.4 and Skydio.

Development provided is to enhance InterCAD CAD Xalt Interface to support Skydio's "Markers API for Dispatches".

Interface will export Event messages (new, updated, closed) in near real time to the SkydioAPI - calling the "Upsert Marker". Minimum data required to include:

- Incident Type and Type Code
- Incident created date/time
- Incident Lat/Long (decimal degrees)
- Incident Location (string) - OPTIONAL

Task Deliverables

- Interface Implementation Services
- Testing
- Installation of the following Software:
  - PSA1018 – InterCAD CAD Xalt Interface (Qty 1)
  - PSA1018BCK – InterCAD CAD Xalt Interface – Backup (Qty 1)
  - PSA1018TST – InterCAD CAD Xalt Interface – Test (Qty 1)

Task Assumptions

- Assumes message payload will be JSON WebService API.
- The integration does NOT include GPS position updates from the drones during deployment.
- This integration does include the option of adding drone devices as units in CAD for Select and Recommend processes and dispatching.
- This task will be conducted remotely by Hexagon personnel.

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- All software will be electronically delivered.

Task Prerequisites

- Third Party Prerequisites – Customer will need to have the required Skydio Software.
- Configuration includes customer's Skydio's credentials.
- Customer must obtain Skydio's credentials before interface can be tested.

Hexagon Team Participation and Responsibilities

- Install Drone As A First Responder Solution.

Customer Team Participation and Responsibilities

- Ensure Drone As A First Responder Solution is installed and operational.
- Provide support to Hexagon as needed during the implementation process.

Task Acceptance Criteria

This task is complete once Hexagon implements the Drone As A First Responder Solution in the Customer's I/CAD 9.4 Production environment.

Change Order Task 2 – Custom Interface for ImageTrend Informer Query

Description:

Customer has requested a Custom Interface for ImageTrend Informer Query.

Fire RMS Inquiries from Informer include query by location to obtain information on business information, hazmat and preplan information.

Query is by location or business name to retrieve Fire PrePlans as a PDF or JPG.

Task Deliverables

- Interface Implementation Services.
- Development of adapter to the Fire RMS System.
- Create/Build location-based inquiry transaction(s).
- Response display formatting.
- ICD with one customer review.
- Testing support during implementation and cutover.
- Installation of the following Software:
    - RMSCUSTOM15 - Custom Interface for ImageTrend Informer Query (QTY 1).

Task Assumptions

- Assumes connection to 3rd party is ODBC with provided SQL required or HTTP with appropriate GET statements and associated documentation (defined in ICD). Assumes response is a pre-plan image file (PDF or JPG).
- Fire RMS provides access using a web service or ODBC. This bid must be revisited if this assumption is not correct/validated. The integration does NOT include GPS position updates from the drones during deployment.

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- A single inquiry using SQL or GET method is used to obtain preplan information.
- Nested / cascading inquiries are not included in this bid.
- The agency obtains a test connection to Fire RMS at least 30 days before the scheduled software staging date.
- Inquiries and response examples contain production-equivalent data for accurate testing.
- The agency provides a subject matter expert with unlimited support. This includes communicating with the database vendor and users.
- This task will be conducted remotely by Hexagon personnel.
- All software will be electronically delivered.

Task Prerequisites

- An Interface Control Document (ICD) will be provided for this interface that describes the interface and data elements exchanged. The ICD will need to be approved and signed by the Customer before any development can begin.

Hexagon Team Participation and Responsibilities

- Install Custom Interface for ImageTrend Informer Query.

Customer Team Participation and Responsibilities

- Ensure Interface is installed and operational.
- Provide support to Hexagon as needed during the implementation process.

Task Acceptance Criteria

This task is complete once Hexagon implements the Custom Interface for ImageTrend Informer Query in the Customer's Production environment.

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HEXAGON

SOFTWARE RELINQUISHMENT AGREEMENT 2025

ONC01-CO1

ATTACHMENT B

***1. Customer Information** (all fields required):

Customer Name: City of Ontario

Requestor Name: Toni McNaughton

E-mail Address: _____

Street Address: 200 North Cherry Ave

City, State, Country, Zip/Postal Code Ontario, CA 91764

***2. Relinquished Licenses**

SOFTWARE TITLE	QUANTITY	ACTIVATION KEY
IPS0084 I/Map Editor for ArcGIS NL	1	
IPS1018 I/Sight Server CC	1	
IPS1018TST I/Sight Server CC - Test License	1	
IPS1018BCK I/Sight Server CC – Backup License	1	
IPS0048 I/FRMS-CADLink CC	1	
IPS0048BCK I/FRMS-CADLink CC – Backup License	1	
IPS0018A I/Telephone Device for Deaf - Plant NL	1	

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SOFTWARE TITLE	QUANTITY	ACTIVATION KEY
IPS0018ABCK I/Telephone Device for Deaf - Plant NL - Backup License	1	
IPSCUSTOM04 CAD Interface to Rave Mobile Safety/Smart911	1	
IPSCUSTOM04 CAD Interface to Legacy Tiburon RMS	1	
IPSCUSTOM04 CAD Query Interface to JIMS	1	

The customer identified above (“Customer”) desires to relinquish the licenses identified in the Relinquished Licenses Table above (the “Relinquished Licenses”)

By signing this Agreement, Customer hereby irrevocably relinquishes, surrenders, terminates, and disclaims in perpetuity its license rights to use or allow anyone else to use in any manner the Relinquished Licenses. Customer hereby agrees it will uninstall and remove from all Customer’s system(s) the Relinquished Licenses.

Customer acknowledges and agrees that, except as expressly contradicted herein, all other terms and conditions of any prior written agreements regarding the Relinquished Licenses, including but not limited to any applicable sale terms or license agreement, will remain in full force and effect. For avoidance of doubt, any grant of rights to Customer to use the Relinquished Licenses in prior agreements shall not survive execution of this instrument.

The individual executing this instrument represents and warrants that she has full authority to bind Customer to the terms of this instrument, and that she does so bind the customer by her execution.

*** = Required Fields** (missing information will result in processing delays)

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***3. Customer Signature:**

_____
Signature

_____
Name

_____
Title

_____
Date

Please e-mail this completed document to: orders.na.sig@hexagon.com

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

Recurring Fees

I/CAD

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
I/Executive for High Availability	1	$25,112	$26,367	$27,686	$29,070
I/Executive for High Availability - Backup License	1	$0	$0	$0	$0
I/Executive for High Availability - Test License	1	$0	$0	$0	$0
I/Backup NL	1	$8,568	$8,996	$9,446	$9,919
I/Backup NL - Backup License	1	$0	$0	$0	$0
Fire Agency I/CAD Software					
I/Dispatcher CC	5	$28,413	$29,834	$31,325	$32,892
I/Dispatcher CC - Test License	5	$0	$0	$0	$0
I/Dispatcher CC - Backup License	5	$0	$0	$0	$0
ProQA Paramount I/CAD Interface CC	5	$819	$860	$903	$948
ProQA Paramount I/CAD Interface CC - Test License	5	$0	$0	$0	$0

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
ProQA Paramount I/CAD Interface CC - Backup License	5	$0	$0	$0	$0
Xalt - Integration Runtime Engine NL	1	$7,207	$7,568	$7,946	$8,343
Xalt - Integration Runtime Engine NL - Backup License	1	$0	$0	$0	$0
Xalt - Integration Runtime Engine NL - Test License	1	$0	$0	$0	$0
Xalt - Integration Developer Engine NL	1	$5,405	$5,676	$5,959	$6,257
HxGN OnCall Analytics - Dispatch Advantage NL 4 Core	1	$14,364	$15,082	$15,836	$16,628
I/Map Editor for ArcGIS NL	1	$1,184	$1,244	$1,306	$1,371
Map Administration Utility CC	1	$3,440	$3,612	$3,792	$3,982
I/NetViewer CC	3	$2,117	$2,223	$2,334	$2,450
I/NetViewer CC - Backup License	3	$0	$0	$0	$0
I/NetViewer CC - Test License	3	$0	$0	$0	$0
I/Sight Server CC	1	$4,019	$4,220	$4,431	$4,653
I/Sight Server CC - Backup License	1	$0	$0	$0	$0
I/Sight Server CC - Test License	1	$0	$0	$0	$0

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
Intergraph Video Responder CC	5	$2,268	$2,381	$2,500	$2,625
Intergraph Video Responder CC - Backup	5	$0	$0	$0	$0
Intergraph Video Responder CC - Test	5	$0	$0	$0	$0
Intergraph Remote Content Management CC	2	$0	$0	$0	$0
Intergraph Remote Content Management CC - Backup License	2	$0	$0	$0	$0
I/Mobile Data Terminal NL	1	$15,145	$15,902	$16,698	$17,532
I/Mobile Data Terminal NL - Redundant License	1	$10,622	$11,153	$11,711	$12,296
I/Mobile Data Terminal NL - Additional License	1	$1,588	$1,667	$1,750	$1,838
I/Mobile Data Terminal NL - Additional Redundant License	1	$1,121	$1,177	$1,236	$1,298
I/Tracker - I/CAD NL	1	$8,568	$8,996	$9,446	$9,919
I/Tracker - I/CAD NL - Redundant License	1	$6,035	$6,337	$6,654	$6,987
I/Tracker - I/CAD NL - Additional License	1	$1,033	$1,085	$1,139	$1,196
I/Tracker - I/CAD NL - Additional Redundant License	1	$706	$741	$778	$817
Intergraph Mobile Responder Server CC - I/CAD	2	$0	$0	$0	$0

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
Intergraph Mobile Responder Server CC - I/CAD - Backup	2	$0	$0	$0	$0
I/Informer CC	1	$7,585	$7,964	$8,363	$8,781
I/Informer CC - Backup License	1	$0	$0	$0	$0
I/Page NL	1	$6,905	$7,250	$7,613	$7,993
I/Page NL - Backup License	1	$0	$0	$0	$0
I/CADLink CC	1	$3,478	$3,651	$3,834	$4,026
I/CADLink CC - Backup License	1	$0	$0	$0	$0
I/FRMS-CADlink CC	1	$3,478	$3,651	$3,834	$4,026
I/FRMS-CADlink CC - Backup License	1	$0	$0	$0	$0
I/Push To Talk NL	1	$3,478	$3,651	$3,834	$4,026
I/Push To Talk NL - Backup License	1	$0	$0	$0	$0
InterCAD CAD Xalt Interface	2	$6,023	$6,324	$6,640	$6,972
InterCAD CAD Xalt Interface - Backup	2	$0	$0	$0	$0
I/Telephone Device for Deaf - Plant NL	1	$3,478	$3,651	$3,834	$4,026

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
I/Telephone Device for Deaf - Plant NL - Backup License	1	$0	$0	$0	$0
RapidSOS for I/CAD - Essentials	1	$1,537	$1,614	$1,695	$1,780
RapidSOS for I/CAD - Essentials - Backup	1	$0	$0	$0	$0
Phoenix G2 OnCall Xalt Interface	1	$3,011	$3,162	$3,320	$3,486
Phoenix G2 OnCall Xalt Interface - Backup	1	$0	$0	$0	$0
CADFusion CAD Xalt Interface	1	$3,011	$3,162	$3,320	$3,486
CADFusion CAD Xalt Interface - Backup	1	$0	$0	$0	$0
Policy Agency I/CAD Software					
I/Dispatcher CC	7	$39,778	$41,767	$43,855	$46,048
I/Dispatcher CC - Test License	7	$0	$0	$0	$0
I/Dispatcher CC - Backup License	7	$0	$0	$0	$0
ProQA Paramount I/CAD Interface CC	7	$1,147	$1,204	$1,264	$1,327
ProQA Paramount I/CAD Interface CC - Test License	7	$0	$0	$0	$0
ProQA Paramount I/CAD Interface CC - Backup License	7	$0	$0	$0	$0

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
I/NetViewer CC	2	$1,411	$1,482	$1,556	$1,634
I/NetViewer CC - Test License	2	$0	$0	$0	$0
I/NetViewer CC - Backup License	2	$0	$0	$0	$0
Intergraph Video Responder CC	7	$3,175	$3,334	$3,501	$3,676
Intergraph Video Responder CC - Test	7	$0	$0	$0	$0
Intergraph Video Responder CC - Backup	7	$0	$0	$0	$0
I/Mobile Data Terminal NL	1	$15,145	$15,902	$16,698	$17,532
I/Mobile Data Terminal NL - Additional License	1	$1,588	$1,667	$1,750	$1,838
I/Mobile Data Terminal NL - Redundant License	1	$10,622	$11,153	$11,711	$12,296
I/Mobile Data Terminal NL - Additional Redundant License	1	$1,121	$1,177	$1,236	$1,298
Intergraph Remote Content Management CC	2	$0	$0	$0	$0
Intergraph Remote Content Management CC - Redundant License	2	$0	$0	$0	$0
I/Tracker - I/CAD NL	1	$8,568	$8,996	$9,446	$9,919
I/Tracker - I/CAD NL - Redundant License	1	$6,035	$6,337	$6,654	$6,987

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
I/Tracker - I/CAD NL - Additional License	1	$1,033	$1,085	$1,139	$1,196
I/Tracker - I/CAD NL - Additional Redundant License	1	$706	$741	$778	$817
Mobile for Public Safety CC	75	$33,075	$34,729	$36,465	$38,288
Mobile for Public Safety CC - Backup License	75	$0	$0	$0	$0
Intergraph Mobile Responder Client CC - I/CAD	50	$7,560	$7,938	$8,335	$8,752
Intergraph Mobile Responder Client CC - I/CAD - Backup	50	$0	$0	$0	$0
Intergraph Mobile Responder Client CC - I/CAD - Test	50	$0	$0	$0	$0
Intergraph Mobile Responder Server CC - I/CAD	2	$0	$0	$0	$0
Intergraph Mobile Responder Server - I/CAD CC - Test	2	$0	$0	$0	$0
Intergraph Mobile Responder Server CC - I/CAD - Backup	2	$0	$0	$0	$0
Axon CAD Xalt Interface	1	$3,011	$3,162	$3,320	$3,486
Axon CAD Xalt Interface - Backup	1	$0	$0	$0	$0
I/CAD Message Ste for CA State Switch CC	1	$10,798	$11,338	$11,905	$12,500
PulsePoint CAD Xalt Interface	1	$3,011	$3,162	$3,320	$3,486

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
PulsePoint CAD Xalt Interface - Backup	1	$0	$0	$0	$0
CAD Interface to CLETS	1	$0	$0	$0	$0
Custom Interfaces					
Fire Agency I/CAD Custom Interfaces					
CAD Interface to Telestaff	1	$2,998	$3,148	$3,306	$3,471
CAD Interface to Rave Mobile Safety/Smart 911	1	$2,399	$2,519	$2,645	$2,777
CAD Interface to First Due (I/Informer Query)	1	$3,898	$4,093	$4,297	$4,512
Consulting Services for CAD Interface for Eventide NG911/ATOS	1	$0	$0	$0	$0
CAD Interface to Legacy Tiburon RMS	1	$5,700	$5,985	$6,285	$6,599
CAD Interface to OnGuard/ACAMS	1	$5,098	$5,353	$5,621	$5,902
CAD interface for Additional Mobile Responder Queries	1	$2,408	$2,529	$2,655	$2,788
Consulting Services for CAD Interface to ONTCOM	1	$0	$0	$0	$0
Police Agency I/CAD Custom Interfaces					
Consulting Services for CAD CopLink	1	$0	$0	$0	$0

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
Consulting Services for CAD Interface to Vigilant/Flock ALPR	1	$0	$0	$0	$0
Consulting Services for CAD Interface to FUSUS	1	$0	$0	$0	$0
CAD Consulting Services for Verint Logging Recorder	1	$0	$0	$0	$0
CAD Query Interface to JIMS	1	$2,388	$2,507	$2,633	$2,764
Annual Recurring Fee Totals		**$362,394**	**$380,513**	**$399,539**	**$419,516**
SW Added in Change Order 1					
I/Map Editor for ArcGIS CC	1	$1,613	$1,693	$1,778	$1,867
I/Dispatcher CC	10	$64,512	$67,738	$71,124	$74,681
I/Dispatcher CC - Backup License	10	$0	$0	$0	$0
I/Dispatcher CC - Test License	10	$0	$0	$0	$0
I/NetViewer CC	61	$49,190	$51,650	$54,232	$56,944
I/NetViewer CC - Backup License	61	$0	$0	$0	$0
I/NetViewer CC - Test License	61	$0	$0	$0	$0
Intergraph Mobile Responder Client CC - I/CAD	25	$4,725	$4,961	$5,209	$5,470

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
Intergraph Mobile Responder Client CC - I/CAD - Backup	25	$0	$0	$0	$0
Intergraph Mobile Responder Client CC - I/CAD - Test	25	$0	$0	$0	$0
InterCAD CAD Xalt Interface	1	$3,427	$3,599	$3,778	$3,967
InterCAD CAD Xalt Interface - Backup	1	$0	$0	$0	$0
InterCAD CAD Xalt Interface - Test	3	$0	$0	$0	$0
Image Trend Informer Query Custom Interface	1	$5,165	$5,423	$5,694	$5,979
SW Removed in Change Order 1					
I/Map Editor for ArcGIS NL	1	($1,269.60)	($1,333.08)	($1399.73)	($1,469.72)
I/Sight Server CC	1	($4,308.48)	($4,523.90)	($4,750.10)	($4,987.60)
I/Sight Server CC - Backup License	1	$0	$0	$0	$0
I/Sight Server CC - Test License	1	$0	$0	$0	$0
I/FRMS-CADlink CC	1	($3,727.68)	($3,914.06)	($4,109.77)	($4,315.26)
I/FRMS-CADlink CC - Backup License	1	$0	$0	$0	$0
I/Telephone Device for Deaf - Plant NL	1	($3,727.68)	($3,914.06)	($4,109.77)	($4,315.26)

Docusign Envelope ID: A7FB12A3-C741-47BC-8AC7-45ACFCA404B6

DESCRIPTION	QTY	TOTAL SYSTEM RECURRING FEE YEAR 2	TOTAL SYSTEM RECURRING FEE YEAR 3	TOTAL SYSTEM RECURRING FEE YEAR 4	TOTAL SYSTEM RECURRING FEE YEAR 5
I/Telephone Device for Deaf - Plant NL - Backup License	1	$0	$0	$0	$0
CAD Interface to Rave Mobile Safety/Smart 911	1	($2,284.44)	($2,398.66)	($2,518.60)	($2,644.52)
CAD Interface to Legacy Tiburon RMS	1	($5,428.92)	($5,700.37)	($5,985.38)	($6,284.65)
CAD Query Interface to JIMS	1	($2,274.24)	($2,387.95)	($2,507.35)	($2,632.72)
Updated Annual Recurring Fee Totals		**$468,004.96**	**$491,404.92**	**$515,973.30**	**$541,774.27**

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: AUTHORIZE A SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a three-year Service Agreement with Info-Tech Research Group, of Las Vegas, Nevada for Consulting Services, in a contract amount not-to-exceed $250,686.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2025-26 adopted budget includes appropriations from the Information Technology Fund for consulting services. The proposed Service Agreement has a total contract amount not-to-exceed $250,686, which includes fiscal year 2025-26 of $83,562, fiscal year 2026-27 of $83,562, fiscal year 2027-28 of $83,562. If approved, appropriations will be added to the future years' budgets consistent with the annual adoption process.

BACKGROUND & ANALYSIS: The City entered into a Service Agreement with Info-Tech Research Group in 2024 for consulting services. Info-Tech Research Group provides the insights, tools, and support needed to improve the City's IT agency effectiveness, manage technology strategically, and achieve business goals. Info-Tech research and advisory services span many technology sectors and provide best practices and research to the Information Technology Agency (ITA) of the City of Ontario, enabling the ITA divisions to drive significant business value. The City has a complex technology infrastructure, with a Staff responsible for a diverse range of tasks and services, and Info-Tech services ensure that City ITA is using technology management best practices and that the City's IT Staff have the most current skills and knowledge.

In general conformance with the provisions of Government Code Section 54201 through 54204, and Ontario Municipal Code Section 2-6.29, the City is authorized to procure services through cooperative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to leverage the procurement power of other public agencies to obtain favorable pricing and terms. The City is utilizing the US General Services Administration (GSA) Contract (#GS-35F-298GA) to secure competitively priced consulting services. Staff requests City Council approval of a not-to-exceed contract amount of $250,686 over a three-year term.

City of Ontario, CA

Service Proposal

INFO~TECH
RESEARCH GROUP

Basem Samy
Senior Member Services Director
bsamy@infotech.com
1-888-670-8889
January 6, 2026

Hi Toni,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at City of Ontario, CA.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at City of Ontario, CA. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Basem Samy
Senior Member Services Director
bsamy@infotech.com
1-888-670-8889

Info-Tech Research Group Inc

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

infotech.com

Proposal prepared for:

Toni McNaughton

City of Ontario, CA
303 E B St, Ontario, California, United States 91764-4105

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP INC

Service Start Date: February 19, 2026 || Contract Length: 3-year
Contact: Toni McNaughton

City of Ontario, CA

Product	Description	Quantity	Subtotal	Discount	Total
Advisory Membership	Key Initiative Plan, Unlimited Analyst Calls, Full Access to all Diagnostic Benchmarking Programs, Access to Virtual Industry Roundtable Meetings, One Info-Tech LIVE Ticket, One Annual Software Selection, and all Features of the Team Membership	2.00	$61,259.44	$1,837.78	$59,421.66
Team Membership	Access to core research content - project blueprints, Info-Tech Academy, online Leadership training, software selection content, tools and templates library	5.00	$24,886.65	$746.60	$24,140.05
				Total Discounts:	$2,584.38
				Total:	$83,561.71

All items stated on this document are in USD and is subject to applicable taxes.

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List (GSA) - GS-35F-298GA
Payment Terms: Prompt payment terms 0%, Net 30 days

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is subject to the terms of the Federal Supply Schedule for Info-Tech, available online, including s 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities) of the GS-35F-298GA Contract Clause

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of January 30, 2026.

Please return this signed Service Agreement to Info-Tech by DocuSign, email bsamy@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

_____

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this Service Agreement and the GSA Approved Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

Term Number	Invoice Date	Invoice Amount	Term Start Date	Term End Date	Notes
1	January 30, 2026	$83,561.71	February 19, 2026	February 19, 2027	3% multi-year discount applied to year 1.
2	December 18, 2026	$83,561.71	February 19, 2027	February 19, 2028	3% multi-year discount applied to year 2.
3	December 18, 2027	$83,561.71	February 19, 2028	February 19, 2029	3% multi-year discount applied to year 3.

Name _____ Signature _____

Title _____ Date _____

U.S. General Services Administration

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

SCHEDULE	Multiple Award Schedule (MAS)
LARGE CATEGORY	Information Technology
SUBCATEGORY	IT Services, IT Software, Electronic Commerce
SPECIAL ITEM NUMBER (SIN)	511210 Software Licenses 54151S Information Technology Professional Services 54151ECOM Electronic Commerce and Subscription OLM Order Level Materials
FCS/PSC CODE	DA01 IT and Telecom - Business Application/Application Development Support Services (Labor) 7A21 IT and Telecom - Business Application Software (Perpetual License Software)
CONTRACT NUMBER	GS-35F-298GA
PERIOD COVERED BY CONTRACT	March 17, 2017 to March 16, 2027

Pricelist current through Modi ication PA-0057 7 March 2024.

For more information on ordering on ordering go to the following website: https://www.gsa.gov/schedules.

Info-Tech Research Group Inc.
3960 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169 | 1-888-670-8889, 702-446-3782 (Fax) | www.infotech.com

Business size: Large Business

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Customer Information

1	Awarded Special Item Number (SIN)	**SIN 511210 Software Licenses** **SIN 54151S Information Technology Professional Services** **SIN 54151ECOM Electronic Commerce and Subscription** **OLM Order Level Materials**
2	Maximum order	*Eligible for Cooperative Purchasing and Disaster Recovery $500,000.00
3	Minimum order	$100.00
4	Geographic coverage (delivery area)	Domestic delivery within 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and US territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.
5	Point(s) of production	London, Ontario, CANADA
6	Discount from list prices or statement of net price	GSA prices represent net price with discount included. To view and order from the complete catalog of products available under this GSA Schedule, please search under our contract number at the GSA Advantage! website.
7	Quantity discounts	None
8	Prompt payment terms	0%, Net 30 days Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9	Foreign items	All offerings are of Canadian origin.
10a	Time of delivery	1-day ARO
10b	Expedited delivery	Not applicable
10c	Overnight and 2-day delivery	Not applicable
10d	Urgent requirements	Not applicable
11	FOB point(s)	FOB destination
12a	Ordering addresses	Info-Tech Research Group Inc. 3960 Howard Hughes Parkway, Suite 500 Las Vegas, Nevada 89169

12b	Ordering procedures	See Federal Acquisition Regulation (FAR) 8.405-3.
13	Payment address	Info-Tech Research Group Inc. 3960 Howard Hughes Parkway, Suite 500 Las Vegas, Nevada 89169
14	Warranty provision	Refer to GSA Approved Terms of Use and Privacy Policy
15	Export packing charges	Not covered on contract
16	Terms and conditions of rental, maintenance, and repair (if applicable)	Not applicable
17	Terms and conditions of installation (if applicable)	Not applicable
18a	Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable)	Not applicable
18b	Terms and conditions for any other services (if applicable)	Not applicable
19	List of service and distribution points	
20	List of participating dealers	Not applicable
21	Preventive maintenance	Not applicable
22a	Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants)	Not applicable
22b	If applicable, indicate that Section 508 compliance information is available on Information Technology (ICT) products and services and show where full details can be found (e.g., contractor's website or other location). The ICT standards can be found at: www.Section508. gov/.	Not applicable
23	Unique Entity Identifier (UEI) number	DUNS: 79692602 SAM UEI: NBLLT8K2SA48
24	Notification regarding registration in System for Award Management (SAM) database	Info-Tech Research Group is registered in SAM.gov.

About Info-Tech Research Group (Info-Tech or ITRG)

About Us

Info-Tech Research Group ("Info-Tech" or "ITRG") is a full-service IT research, advisory, and professional services firm, founded in 1997, with over 700 full-time employees.

Over 40,000 members from around the globe rely on Info-Tech's practical approach and best-in-class research and services to help them navigate their complex IT and business issues.

Our IT research, advisory, and consulting services include technology-based business research, industry-specific reporting, best-practice methodologies, benchmarking, and market analysis research.

Additionally, Info-Tech's HR research and advisory division, McLean & Company, is the trusted partner of HR and leadership professionals around the world. Our unparalleled offering includes full-service assessments, practical action plans, impactful training, and more.

Our Approach

Info-Tech offers a practical approach to complex IT, HR, and business issues. Our consultants, including veteran IT professionals and CXOs, work side by side with you and your team in a cooperative approach that delivers results and provides you with the tools you need for continued success.

Our Memberships

Info-Tech's membership options provide services tailored for each role and member, ensuring clients pay only for services they are using. Our desire is to exceed expectations in delivering business value through the optimal execution of IT strategies, governance, project management, applications, infrastructure, security, business intelligence, and various other IT- and HR-related disciplines.

How We'll Work With You

Info-Tech's team of in-house analysts are available to support you with your top issues, including process improvement and project management on technical issues as well as strategic and management issues. We work with our clients as subject matter experts, developers, collaborators, and partners, connecting with individuals at their pace, not ours. We understand that each working environment is unique, and one size does not fit all.

ITRG Advantage

The following describes how Info-Tech provides unmatched services via our subscription offerings:

- Research publications that are practical and built to execute on projects.
- A research taxonomy that is connected and provides comprehensive coverage.
- Content format that is visual and built upon framework-driven content.
- Analyst calls are structured to be a series of calls to complete key initiatives.
- Contract Review Services offer thorough contract assessments where the member always retains the savings.

- Executive services are outcome driven based upon personalized relationships.
- Our unique Concierge Services are high-impact, one-day consulting engagements.
- Benchmarking services are powerful diagnostic tools based on real data and included within memberships.
- Our Workshops are five-day facilitated engagements to solve our members' biggest issues/most-pressing projects and initiatives.
- Membership terms are designed to maximize usage and value.

ITRG's GSA Offering

ITRG's current GSA offering consists of the following:

- **Service Levels** include advisory services, research content, and digital experiences.
- **Consulting** provides expert practitioners and advisors to effectively outsource IT initiatives or projects with the knowledge, skills, and tools to deliver quality-driven value.
- **Software Licenses** – myPolicies is an online policy management and administration software that streamlines the creation, approval, distribution, and monitoring of corporate policies, procedures, and forms.

GSA Offering – Service Levels (SIN 54151S)

F24 Pricing

SIN	MFR Part No.	Product Group	Product Name	Product Description	Discount Price Offered to GSA (Including IFF)
54151S	24-009	Executive & Leadership Service Levels	CIO Counselor Membership	Key Membership Features: • A dedicated Executive Counselor to help you reach your goals and excel as a leader • 4 Onsite/Virtual Counselor visits (2 additional sessions) • IT Spend & Staffing Benchmarking against industry peers (Online) • IT Cost Analysis & Optimization roadmap focused on optimizing your IT Spending & Staffing (Onsite) • Unlimited IT Vendor Price Benchmarking • IT Vendor Negotiation Assistance for 4 contracts (1 additional) • Two Info-Tech LIVE Tickets (1 additional) • PLUS: All features of the Executive Counselor Membership are included	$96,704.66
54151S	24-011	In-Depth Technical Advisory & Research	CFO Technology Counselor Membership	Key Membership Features: • A dedicated CFO Technology Counselor with CFO and IT Financial Management experience • 1 Onsite/Virtual Counselor Working Session • Unlimited IT Vendor Price Benchmarking • IT Vendor Negotiation Assistance for 3 contracts • Unlimited Contract Review Service • Access to Industry Research & Advisory • One Info-Tech LIVE ticket With choice between: IT Spend & Staffing Benchmarking against industry peers (Online) OR IT Cost Analysis & Optimization roadmap focused on optimizing your IT Spending & Staffing (Online)	$65,621.03
54151S	24-016	Executive & Leadership Service Levels	AI & Digital Transformation Counselor Membership	Key Membership Features: • A Dedicated AI & Digital Transformation Counselor to help you reach your goals and excel as a leader in your AI & Digital Transformation objectives • 4 onsite/virtual counselor visits (2 additional sessions) • Unlimited IT Vendor Price Benchmarking • IT Vendor Negotiation Assistance for 4 contracts (1 additional) • Two Info-Tech LIVE tickets (1 additional) • PLUS: All features of the Counselor Membership are included	$96,704.66

F24 Pricing

54151S	24-008	Executive & Leadership Service Levels	Executive Counselor Membership	Key Membership Features: • A dedicated Executive Counselor to help you reach your goals and excel as a leader • 2 Onsite/Virtual Counselor visits (1 additional session) • IT Spend & Staffing Benchmarking against industry peers (Online) • Unlimited IT Vendor Price Benchmarking • IT Vendor Negotiation Assistance for 3 contracts • Unlimited Access to Concierge Services • One Info Tech LIVE Ticket • 360 Personal Evaluation & Coaching Program • Access to Industry Analysts & Research • PLUS: All features of the Counselor Membership are included	$65,621.03
54151S	24-010	In-Depth Technical Advisory & Research	Technical Counselor Membership	Key Membership Features: • IT role-specific professional development program with dedicated one-on-one Technical Counselors • 2 Onsite/Virtual Counselor Working Sessions • Unlimited IT Vendor Price Benchmarking • IT Vendor Negotiation Assistance for 3 Contracts • Unlimited Contract Review Service • Unlimited access to Concierge Services • One Info-Tech LIVE ticket • 360° Personal Evaluation & Coaching Program • Access to Industry Research & Advisory	$65,621.03
54151S	24-007	Executive & Leadership Service Levels	Counselor Membership	Key Membership Features: • A dedicated Executive Counselor to help you reach your goals and excel as a leader • Unlimited IT Vendor Price Benchmarking • IT Vendor Negotiation Assistance for 2 contracts • Unlimited Contract Review Service • Unlimited Software Selection Engagements • One Info-Tech LIVE Ticket • PLUS: All features of the Advisory Membership are included	$49,339.11
54151S	24-005	Executive & Leadership Service Levels	Advisory Membership	Key Membership Features: • A Key Initiative Plan to ensure you get the most out of your membership • Unlimited analyst calls to help you through your most challenging projects • Full access to all diagnostic benchmarking programs • Access to Virtual Industry Roundtable Meetings • One Info-Tech LIVE ticket • One annual Software Selection	$27,136.51

F24 Pricing

54151S	24-004	Small Enterprise Service Levels & Add Ons	Small Enterprise Advisory Membership	Membership Features: • A Key Initiative Plan to ensure you get the most out of your membership • Unlimited analyst calls to help you through your most challenging projects • Full access to all diagnostic benchmarking programs • One annual Software Selection Engagement • One Contract Review, IT Vendor Price Benchmarking, or IT Vendor Negotiation engagement • Access to Virtual Industry Roundtable & Networking Engagements Only applicable to Small Enterprise Size Segmentation	$19,242.26
54151S	24-101	Team Service Levels & Add Ons	Team Membership	Key Membership Features: • Unlimited access to all IT Project and Process Research methodologies • Unlimited Access to Library Tools and Templated Library • Access to the Info-Tech Academy online eLearning platform • Unlimited software selection content & reports • Online IT Leadership Training and Development Program	$4,243.16
54151S	WSHOP24-005	Workshop Add-Ons	Online Workshop Membership	5 Day Online Workshop to solve your most pressing problem. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team. Follows the rigorous methodology of our blueprints. Delivery: Online Purchase: Annual subscription	$22,695.99
54151S	WSHOP24-006	Workshop Add-Ons	Online Workshop (Standalone)	5 Day Online Workshop to solve your most pressing problem. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team. Follows the rigorous methodology of our blueprints. Delivery: Online Purchase: One-time	$26,801.01
54151S	WSHOP24-008	Workshop Add-Ons	Onsite Workshop Membership	5 Day Onsite Workshop to solve your most pressing problem. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team. Follows the rigorous methodology of our blueprints. Excludes Travel Delivery: Onsite Purchase: Annual subscription	$32,070.43
54151S	WSHOP24-007	Workshop Add-Ons	Onsite Workshop (Standalone)	5 Day Onsite Workshop to solve your most pressing problem. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team. Follows the rigorous methodology of our blueprints. Excludes Travel Delivery: Onsite Purchase: One-time	$35,894.21

F24 Pricing

54151S	WSHOP24-009	Workshop Add-Ons	Online to Onsite Workshop (Standalone) Upgrade	Upgrade a standalone online workshop to a standalone onsite workshop.	$7,083.12
54151S	WSHOP24-010	Workshop Add-Ons	Online to Onsite Workshop Membership (Upgrade)	Upgrade an online workshop membership to an onsite workshop membership.	$7,083.12
54151S	WSHOP24-001	Small Enterprise Service Levels & Add Ons	Small Enterprise Workshop Membership	3-Day Analyst-Facilitated Workshop to help you complete your most critical project. Choose from a select catalog of workshops designed for the Small Enterprise. Delivery: Online only Purchase: Annual subscription Only applicable to Small Enterprise Size Segmentation	$14,801.73
54151S	WSHOP24-002	Small Enterprise Service Levels & Add Ons	Small Enterprise Online Workshop (Standalone)	3-Day Analyst-Facilitated Workshop to help you complete your most critical project. Choose from a select catalog of workshops designed for the Small Enterprise. Delivery: Online only Purchase: One-time Only applicable to Small Enterprise Size Segmentation	$17,229.22
54151S	WSHOP24-003	Workshop Add-Ons	Enterprise Online Workshop Membership	5 Day customizable Workshop to solve your most pressing problem. 7 Days of effective effort by Info Tech. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team. Industry specialist available to ensure that the workshop deliverable is tailored for your business and industry. Final deliverable includes a boardroom ready executive presentation. Delivery: Online Purchase: Annual subscription	$39,471.29
54151S	WSHOP24-004	Workshop Add-Ons	Enterprise Online Workshop (Standalone)	5 Day customizable Workshop to solve your most pressing problem. 7 Days of effective effort by Info Tech. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team. Industry specialist available to ensure that the workshop deliverable is tailored for your business and industry. Final deliverable includes a boardroom ready executive presentation. Delivery: Online Purchase: One-time	$46,901.76

F24 Pricing

54151S	WSHOP24-013	IT Financial Management Add-Ons	Online IT Spend & Staffing Benchmarking (Standalone)	• Info-Tech experts accurately map your IT spend and staffing, providing full transparency into business consumption of IT • Info-Tech will cover spending information from a single general ledger extract • Service covers commercial organizations with revenues under $1 billion in revenue or public institutions with budgets under $1 billion • Benchmarking of IT spend and staffing against your industry peers • Detailed review of your results and recommendations on optimization • Comprehensive report detailing your IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation	$26,801.01
54151S	WSHOP24-011	IT Financial Management Add-Ons	Online IT Spend & Staffing Benchmarking Membership	• Info-Tech experts accurately map your IT spend and staffing, providing full transparency into business consumption of IT • Info-Tech will cover spending information from a single general ledger extract • Service covers commercial organizations with revenues under $1 billion in revenue or public institutions with budgets under $1 billion • Benchmarking of IT spend and staffing against your industry peers • Detailed review of your results and recommendations on optimization • Comprehensive report detailing your IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation	$22,695.99
54151S	24-030	Team Service Levels & Add Ons	Concierge Services	• Unlimited Access to 20+ High Impact, Pre-scoped Consulting Engagements. A Powerful Set of Quick Advisory Experience with Onsite or Online Delivery	$22,695.99
54151S	24-035	Team Service Levels & Add Ons	Industry Research & Advisory	• Unrestricted Access to industry-specific content and benchmarking for all members on Account • Unlimited access to industry experts and advisory services tailored to your industry Coverage includes: Government, Professional Services, Financial Services, Retail & Wholesale, Professional Associations, Transportation & Warehousing, Gaming & Hospitalities, Media & Information, Arts & Entertainment, Manufacturing, Education, Healthcare, Utilities, Construction, Mining, Real Estate, Food & Beverage, Agriculture	$22,695.99

F24 Pricing

54151S	24-036	Small Enterprise Service Levels & Add Ons	Small Enterprise Industry Research & Advisory	• Unrestricted Access to Industry Industry-Specific Content and Benchmarking for All Members on Account • Unlimited Access to Industry Experts and Advisory Services Tailored to Your Industry Coverage includes: Government, Professional Services, Financial Services, Retail & Wholesale, Professional Associations, Transportation & Warehousing, Gaming & Hospitalities, Media & Information, Arts & Entertainment, Manufacturing, Education, Healthcare, Utilities, Construction, Mining, Real Estate, Food & Beverage, Agriculture Only applicable to Small Enterprise Size Segmentation	$6,710.12
54151S	24-012	In-Depth Technical Advisory & Research	HIPO Technology Advisory Membership (x10)	HIPO = High Potential. This is a bundle package of 10 seats. The HIPO Memberships require 1 counselor membership or above. These memberships are sold to high-potential IT staff in the member organization to give them exposure to our content as well as analysts. It should not be sold to an executive in the IT department. Key Membership Features: • Unlimited access to analysts for IT Management & Governance Process related topics • Unrestricted access to all IT project and process research methodologies • Unlimited access to our library of tools and templates • Access to the Info-Tech Academy online eLearning platform • Unlimited software selection content and reports • Access to Virtual Industry Roundtable Meetings	$78,745.23
54151S	24-103	In-Depth Technical Advisory & Research	HIPO Technology Team Membership (x10)	HIPO = High Potential. This is a bundle package of 10 seats. The HIPO Memberships require 1 counselor membership or above. These memberships are sold to high-potential IT staff in the member organization to give them exposure to our content as well as analysts. It should not be sold to an executive in the IT department. Key Membership Features: • Unrestricted access to all IT project and process research methodologies • Unlimited access to our library of tools and templates • Access to the Info-Tech Academy online eLearning platform • Unlimited software selection content and reports • Online IT Leadership Training and Development Program HIPO Memberships require 1 Counselor Membership or above	$28,123.29

F24 Pricing

54151S	24-051	Cybersecurity Workforce Development Add-Ons	Cybersecurity Workforce Development – Analysts	A 6-month expert-facilitated development program to develop critical cybersecurity skills missing within IT organizations through a combination of live virtual lectures, practical exercises, and cyber range labs. Analyst program track features: • Personalized Development Plan • Development Scorecard • Up to 5 practical deliverables customizable to operational use • Focus on tactical cybersecurity implementation Delivery: Online, quarterly start dates	$9,093.20
54151S	24-050	Cybersecurity Workforce Development Add-Ons	Cybersecurity Workforce Development – Leaders	A 6-month expert-facilitated development program to develop critical cybersecurity skills missing within IT organizations through a combination of live virtual lectures, practical exercises, and cyber range labs. Leader program track features: • Personalized Development Plan • Development Scorecard • Up to 5 practical deliverables customizable to operational use with hands-on support • Focus on strategic cybersecurity business alignment, program management, and governance • 1:1 Coaching with a dedicated Cybersecurity Advisor • Security Leadership Playbook to become a world-class CISO • Custom Key Initiative Plan for maturing a security program Delivery: Online, quarterly start dates	$26,801.01

F24 Pricing

54151S	24-052	Cybersecurity Workforce Development Add-Ons	Cybersecurity Workforce Development - Private Cohort	A 6-month expert-facilitated development program to develop critical cybersecurity skills missing within IT organizations through a combination of live virtual lectures, practical exercises, and cyber range labs. Includes 10 Analyst seats, 2 Leader seats The Private Cohort offers the following for all registered learners: • Personalized Development Plan • Development Scorecard • Up to 5 practical deliverables customizable to operational use • Focus on tactical cybersecurity implementation Additional seats of either track can be added at 5% discount. Delivery: Online	$153,148.61

Available Promotions & Size Segmentation Definition

ITRG offers to GSA the following additional quantity/volume discounts and concessions.

Quantity / Volume Discounts	Info-Tech Research Group offers the following discounts for bundle purchases to GSA eligible ordering activities.
	Enterprise Flexible Bundle Discount Additional Bundle Discount offered to GSA approved prices: 5% Minimum Spend: $180,000 (These minimums take into account 5% GSA discount and the additional 5% bundle discount).
	M/L Flexible Bundle Discount Additional Discount offered to GSA approved prices: 5% Minimum Spend: $100,000 (These minimums take into account 5% GSA discount and the additional 5% bundle discount).
	M/L Flexible Bundle (Basic) Discount Additional Discount offered to GSA approved prices: 5% Minimum Spend: $70,000 (These minimums take into account 5% GSA discount and the additional 5% bundle discount).

Other Discounts / Concessions	**Info-Tech Research Group offers the following discounts for bundle purchases to GSA eligible ordering activities.**
	Small Flexible Bundle (Basic) Discount Additional Discount offered to GSA approved prices: 5% Minimum Spend: $40,000 (These minimums take into account 5% GSA discount and the additional 5% bundle discount).
	Multi-Year Discount Additional Discounts, ranging from 3% - 6%, offered on GSA approved prices for procuring service level memberships for multiple years. The multi-year discounts are cumulative on the other discounts offered.
	SE Non-Advisory Upgrade (available to current ITRG GSA buyers): Any SE accounts currently without Advisory/Analyst access can be sold an SE Advisory Membership for $14,200 USD (inclusive of IFF). Cannot be combined with Team Bundle volume discounts. Can be combined with multi-year commitment discounts.

Size Segmentation Definition

Pricing	Size	City Population	County Population	Higher Education Student Population
Small Enterprise Pricing	**Small Enterprise**	0 to 75K Pop.	0 to 250K Pop.	0 to 5K FTE Students
Standard Pricing	**Medium/Large**	Over 75K Pop.	Over 250K Pop.	Over 5K FTE Students
	Enterprise	Over 450K Pop.	Over 700K Pop.	Over 30K FTE Students

Membership Features

	CIO Counselor Membership	Executive Counselor Membership	Technical Counselor Membership	Counselor Membership	Advisory Membership	Team Membership
Service Delivery						
Dedicated Executive Counselor	✓	✓	✓	✓		
Onsite or Virtual Counselor Visits	4/year	2/year	2/year			
Custom Key Initiative Plan	✓	✓	✓	✓	✓	
Advisory Services						
IT Cost Analysis & Optimization (or Onsite Std. Workshop)*	✓**					
IT Spend & Staffing Benchmarking – Online*	✓**	✓				
Expanded Industry Advisory Access	✓	✓	✓			
Concierge Services	✓	✓	✓			
Software Selection as a Service	Unlimited	Unlimited	Unlimited	Unlimited	1/year	
Contract Review Service	Unlimited	Unlimited	Unlimited	Unlimited		
IT Vendor Price Benchmarking	Unlimited	Unlimited	Unlimited	Unlimited		
IT Vendor Negotiation Assistance	4	3	3	2		
Analyst Calls	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
Info-Tech LIVE Conference Ticket	2 tickets	1 ticket	1 ticket	1 ticket	1 ticket	
Research Content						
Industry Research*	✓	✓	✓			
Technology Project Research	✓	✓	✓	✓	✓	✓
IT Process Research	✓	✓	✓	✓	✓	✓
People & Leadership Research	✓	✓	✓	✓	✓	✓
Tools & Templates Library	✓	✓	✓	✓	✓	✓
Software Selection Content	✓	✓	✓	✓	✓	✓
Digital Experiences						
Info-Tech Academy Training Platform	✓	✓	✓	✓	✓	✓
Leadership Development Program	✓	✓	✓	✓	✓	✓
IT Diagnostic Programs	✓	✓	✓	✓	✓	
IT Metrics Dashboard	✓	✓	✓	✓	✓	
Industry Roundtables – Virtual	✓	✓	✓	✓	✓	
360 Degree Feedback Tool	✓	✓	✓			

* Standard offering included covers commercial organizations with revenues under $1 billion in revenue or public institutions with budgets under $1 billion.

** These offerings can be substituted individually for 1 standard workshops each OR together for 1 enterprise workshop.

Membership Features

	CFO Technology Counselor Membership	AI & Digital Transformation Counselor Membership	Technical Counselor Membership	HIPO Technology Advisory Membership	HIPO Technology Team Membership
Service Delivery					
Dedicated Executive Counselor	✓	✓	✓		
Onsite or Virtual Counselor Visits	1/year		2/year		
Custom Key Initiative Plan	✓	✓	✓	✓	
Advisory Services					
IT Cost Analysis & Optimization (or Onsite Std. Workshop)*	✓				
IT Spend & Staffing Benchmarking – Online*	✓				
Expanded Industry Advisory Access	✓	✓	✓		
Concierge Services		✓	✓		
Software Selection as a Service	Unlimited	Unlimited	Unlimited		
Contract Review Service	Unlimited	Unlimited	Unlimited		
IT Vendor Price Benchmarking	Unlimited	Unlimited	Unlimited		
IT Vendor Negotiation Assistance	3	4	3		
Analyst Calls	Unlimited	Unlimited	Unlimited	IT Process Related Calls (M&G Framework)	
Info-Tech LIVE Conference Ticket	1 Ticket	2 Tickets	1 Ticket	1 Ticket	
Research Content					
Industry Research*	✓	✓	✓	✓	
Technology Project Research	✓	✓	✓	✓	✓
IT Process Research	✓	✓	✓	✓	✓
People & Leadership Research	✓	✓	✓	✓	✓
Tools & Templates Library	✓	✓	✓	✓	✓
Software Selection Content	✓	✓	✓	✓	✓
Digital Experiences					
Info-Tech Academy Training Platform	✓	✓	✓	✓	✓
Leadership Development Program	✓	✓	✓	✓	✓
IT Diagnostic Programs	✓	✓	✓		
IT Metrics Dashboard	✓	✓	✓		
Industry Roundtables – Virtual		✓	✓		
360-Degree Feedback Tool		✓	✓		

* Standard offering included covers commercial organizations with revenues under $1 billion in revenue or public institutions with budgets under $1 billion.

SE Membership Features

	CIO Counselor Membership	Executive Counselor Membership	Counselor Membership	SE Advisory Membership	Team Membership
Service Delivery					
Dedicated Executive Counselor	✓	✓	✓		
Onsite or Virtual Counselor Visits	4/year	2/year			
Custom Key Initiative Plan	✓	✓	✓	✓	
Advisory Services					
IT Cost Analysis & Optimization (or Onsite Std. Workshop)*	✓**				
IT Spend & Staffing Benchmarking – Online*	✓**	✓			
Expanded Industry Advisory Access	✓	✓			
Concierge Services	✓	✓			
Software Selection as a Service	Unlimited	Unlimited	Unlimited	1/year	
Contract Review Service	Unlimited	Unlimited	Unlimited	1/year	
IT Vendor Price Benchmarking	Unlimited	Unlimited	Unlimited		
IT Vendor Negotiation Assistance	4	3	2		
Analyst Calls	Unlimited	Unlimited	Unlimited	Unlimited	
Info-Tech LIVE Conference Ticket	2 tickets	1 ticket	1 ticket		
Research Content					
Industry Research*	✓	✓			
Technology Project Research	✓	✓	✓	✓	✓
IT Process Research	✓	✓	✓	✓	✓
People & Leadership Research	✓	✓	✓	✓	✓
Tools & Templates Library	✓	✓	✓	✓	✓
Software Selection Content	✓	✓	✓	✓	✓
Digital Experiences					
Info-Tech Academy Training Platform	✓	✓	✓	✓	✓
Leadership Development Program	✓	✓	✓	✓	✓
IT Diagnostic Programs	✓	✓	✓	✓	
IT Metrics Dashboard	✓	✓	✓	✓	
Industry Roundtables – Virtual	✓	✓	✓	✓	
360 Degree Feedback Tool	✓	✓			

* Standard offering included covers commercial organizations with revenues under $1 billion in revenue or public institutions with budgets under $1 billion.

** These offerings can be substituted individually for 1 standard workshops each OR together for 1 enterprise workshop.

Product & Feature Definitions

Service Delivery	
Dedicated Executive Counselor	Members receive personalized and confidential one-on-one support from a seasoned IT executive to achieve their personal/organizational goals, grow as a leader, and prepare for the next chapter of their career.
Onsite or Virtual Counselor Visits	The Executive Counselor will travel to the member's location throughout the year to spend the day working through the member's agenda. The Counselor will address their top personal and organizational challenges, presenting relevant research and conducting working sessions.
Executive Advisor	Executive Advisors support calls from members to help curate membership content and ensure they succeed against their initiatives.
Custom Key Initiative Plan	A fully customized plan of the member's top three to five initiatives mapped to all relevant Info-Tech content and experiences to assist with execution and to ensure success.
Advisory Services	
IT Cost Analysis & Optimization	Leverage the IT Spend & Staffing Benchmarking report to identify IT cost optimization initiatives and build an IT cost optimization strategy and a 12-month roadmap. Prerequisite service: IT Spend & Staffing Benchmarking.
IT Spend & Staffing Benchmarking – Online	An online service where Info-Tech experts accurately map and benchmark your IT spend and staffing against industry peers to build a comprehensive report detailing IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation. Prerequisite for IT Cost Analysis & Optimization.
Industry Advisory Access	Unlimited phone access to our team of industry experts to guide members through our industry research content and provide insights into the specific trends and challenges of our members' industries.
Concierge Services	A powerful set of over 20 high-impact, single-day consulting engagements designed to be delivered online or onsite.
Software Selection as a Service	Five advisory calls over a five-week period to accelerate and improve the member's software selection process.
Contract Review Service	Access to our IT contracts experts who will conduct a business review of the Terms & Conditions and provide a comprehensive written summary of feedback.
IT Vendor Price Benchmarking	Access to our IT Vendor Price Benchmarking experts who will conduct a business review of the pricing and provide feedback on market competitiveness of your deal.
IT Vendor Negotiation Assistance	Access to our IT pricing experts and exclusive negotiation intelligence to achieve best in circumstance deals on $1M+ contract value covering 40+ major IT Vendors.
Analyst Calls	Unlimited phone access to our team of subject matter experts to guide members through their most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.
Info-Tech LIVE Conference Ticket	Access to Info-Tech's premier conference experience with insightful keynotes, practical breakout sessions, and one-on-one analyst experiences.
Research Content	
Industry Research	In-depth, industry-specific research content that includes benchmarking reports, trends analysis, technology evaluations, and reference architectures.
Technology Project Research	Over 450 do-it-yourself project blueprints to help our members save time and money when executing their most critical IT initiatives.
IT Process Research	A comprehensive and connected set of 45 project methodologies and best practices for improving and optimizing core IT processes.
People & Leadership Research	Strategies on how to lead teams effectively and resources proven to help you become a better manager.
Tools & Templates Library	Members save time creating critical IT documents and project deliverables with our massive, ready-to-deploy library of over 1,000 tools and templates.
Software Selection Content	SoftwareReviews vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.
Digital Experiences	
Info-Tech Academy Training Platform	An online learning management platform with 100+ hours of video content, 50+ quizzes, and nine certification programs.
Leadership Development Program	An online or in-person leadership program focused on improving decision-making and people-management skills for high-potential staff.
IT Diagnostic Programs	Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

IT Metrics Dashboard	An online portal for collaboratively collecting, managing, and communicating success on key IT metrics and projects.
Industry Roundtable – Virtual	Access to monthly virtual industry roundtable discussions and peer networking to explore common challenges, share best practices, and help shape our industry research agenda.
360-Degree Feedback Tool	An easy-to-use, customizable employee feedback tool to give IT leaders a multifaceted evaluation across their key competencies.

CIO Counselor Membership

The CIO Counselor is our premier membership designed to help CIOs in larger, complex organizations deliver results and improve their effectiveness as a leader. It includes all available content and services and is the best way to experience Info-Tech.

Service Delivery

Dedicated Executive Counselor

Members receive personalized and confidential one-on-one support from a seasoned IT executive to achieve their personal/organizational goals, grow as a leader, and prepare for the next chapter of their career.

Also Includes:

- Four Onsite/Virtual Counselor Visits
- Custom Key Initiative Plan
- Designated Executive Counselor

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.

Premium Industry Content

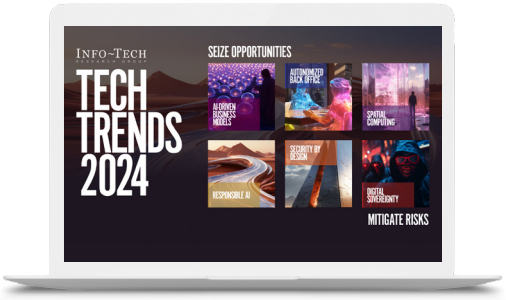
In-depth, industry-specific research content that includes benchmarking reports, trends analysis, technology evaluations, and reference architectures.

Also Includes:

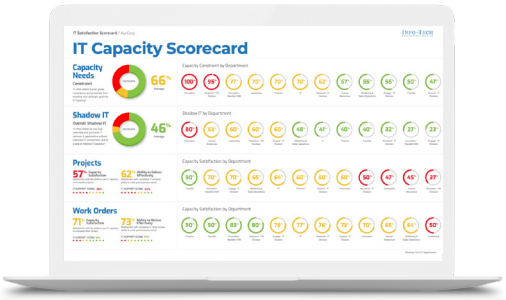
- People & Leadership Research



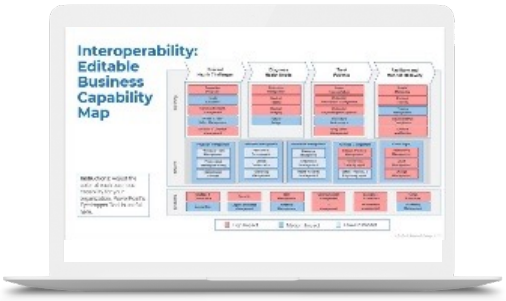
Sample Key Initiative Plan



Sample Trends Report



Sample Diagnostic Report



Sample Industry Content

CIO Counselor Membership

Advisory Services

IT Spend & Staffing Benchmarking – Online
Info-Tech experts accurately map and benchmark your IT spend and staffing against industry peers to build a comprehensive report detailing IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation.

IT Cost Analysis & Optimization
Leverage the IT Spend & Staffing Benchmarking report to identify IT cost optimization initiatives and build an IT cost optimization strategy and a 12-month roadmap. IT Spend & Staffing Benchmarking is a prerequisite to this service. Option to substitute for a standard workshop.

Unlimited Analyst Calls
Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Industry Research & Advisory
In-depth, industry-specific research content and advisory service that includes benchmarking reports, trends analysis, technology evaluations, reference architectures, and unlimited phone access to our team of industry subject matter experts.

IT Vendor Price Benchmarking & Negotiation Assistance
Access to our IT pricing experts and exclusive negotiation intelligence to achieve best-in-circumstance deals on contracts with a value over $1M with over 40 major IT vendors. IT Vendor Negotiation Assistance for up to 4 contracts included with membership.

Also Includes:
- Concierge Services
- Software Selection as a Service
- Contract Review Service
- Two Info-Tech LIVE Tickets

Digital Experiences

IT Diagnostic & Benchmarking Programs
Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

Also Includes:
- Info-Tech Academy Training Platform
- IT Metrics Dashboard
- Leadership Development Program
- 360-Degree Feedback Tool



Sample Diagnostic Report

AI & Digital Transformation Counselor Membership

The AI Transformation Counselor Membership is designed to help Senior IT and Business Leaders deliver results on complex AI and digital transformation initiatives and improve their effectiveness as a transformational leader. With a focus on AI and Digital Transformations, this is the most effective way to partner with Info-Tech to drive transformational change through the organization.

Service Delivery

Dedicated AI-Digital Transformation Counselor

Members receive personalized and confidential one-on-one support from a seasoned Enterprise-level IT executive to enhance their AI and Digital Transformation expertise, achieve their goals, and prepare for the next chapter of their career.

Also Includes:

- Four Onsite/Virtual Counselor Visits
- Custom Key Initiative Plan
- Designated Account Manager

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.

Premium Industry Content

In-depth, industry-specific research content that includes benchmarking reports, trends analysis, technology evaluations, and reference architectures.

Also Includes:

- People & Leadership Research



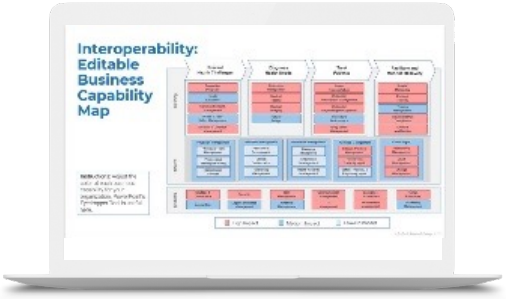
Sample Key Initiative Plan



Sample Template



Sample Data Quadrant Report



Sample Industry Content

AI & Digital Transformation Counselor Membership

Advisory Services

Unlimited Analyst Calls
Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Industry Research & Advisory
In-depth, industry-specific research content and advisory service that includes benchmarking reports, trends analysis, technology evaluations, reference architectures, and unlimited phone access to our team of industry subject matter experts.

IT Vendor Price Benchmarking & Negotiation Assistance
Access to our IT pricing experts and exclusive negotiation intelligence to achieve best-in-circumstance deals on contracts with a value over $1M with over 40 major IT vendors. IT Vendor Negotiation Assistance for up to 4 contracts included with membership.

Also Includes:
- Concierge Services
- Software Selection as a Service
- Contract Review Service
- Two Info-Tech LIVE Tickets

Digital Experiences

IT Diagnostic & Benchmarking Programs
Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

Also Includes:
- Info-Tech Academy Training Platform
- IT Metrics Dashboard
- Leadership Development Program
- 360-Degree Feedback Tool



Sample AI Research

Executive Counselor Membership

The Executive Counselor is one of our top memberships, designed to help CIOs and IT leaders deliver value, achieve goals, and improve and grow the contributions of IT. It includes all People & Leadership content required to manage the department and develop as a leader.

Service Delivery

Dedicated Executive Counselor

Members receive personalized and confidential one-on-one support from a seasoned IT executive to achieve their personal/organizational goals, grow as a leader, and prepare for the next chapter of their career.

Also Includes:

- Two Onsite/Virtual Counselor Visits
- Custom Key Initiative Plan
- Designated Executive Counselor



Sample Key Initiative Plan

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.



Sample Template

Software Selection Content

SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.

McLean & Company HR Research

Unlimited access to all human resources research content through our HR division, McLean & Company.

Also Includes:

- People & Leadership Research
- Access to Industry Analysts & Research



Sample Data Quadrant Report

Executive Counselor Membership

Advisory Services

IT Spend & Staffing Benchmarking – Online
Info-Tech experts accurately map and benchmark your IT spend and staffing against industry peers to build a comprehensive report detailing IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation.

Unlimited Analyst Calls
Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Industry Research & Advisory
In-depth, industry-specific research content and advisory service that includes benchmarking reports, trends analysis, technology evaluations, reference architectures, and unlimited phone access to our team industry subject matter experts.

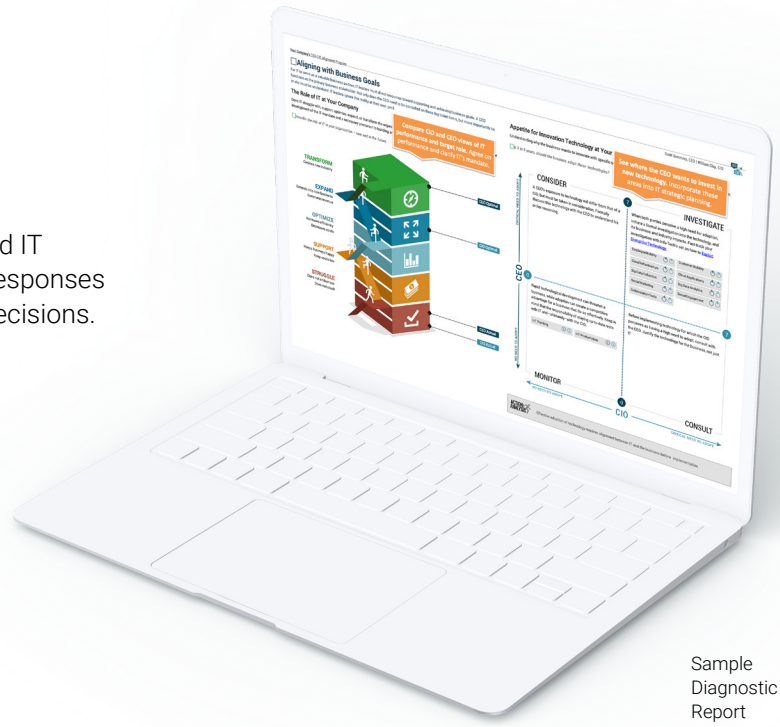
IT Vendor Price Benchmarking & Negotiation Assistance
Access to our IT pricing experts and exclusive negotiation intelligence to achieve best-in-circumstance deals on contracts with a value over $1M with over 40 major IT vendors. IT Vendor Negotiation Assistance for up to 3 contracts included with membership.

Also Includes:
- Concierge Services
- Software Selection as a Service
- Contract Review Service
- Info-Tech LIVE Ticket

Digital Experiences

IT Diagnostic & Benchmarking Programs
Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

Also Includes:
- Info-Tech Academy Training Platform
- IT Metrics Dashboard
- Leadership Development Program
- 360-Degree Feedback Tool



Sample Diagnostic Report

Counselor Membership

The Counselor Membership is designed to improve the maturity of IT and develop CIOs and IT leaders with expert guidance complemented by robust services, research, tools, and resources. It includes our most popular content and services to execute key initiatives.

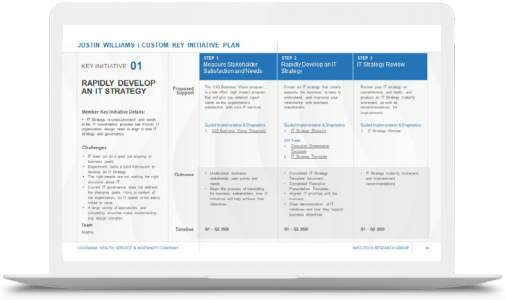
Service Delivery

Dedicated Executive Counselor

Members receive personalized and confidential one-on-one support from a seasoned IT executive to achieve their personal/organizational goals, grow as a leader, and prepare for the next chapter of their career.

Also Includes:

- One Onsite/Virtual Counselor Visit
- Custom Key Initiative Plan
- Designated Executive Counselor



Sample Key Initiative Plan

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

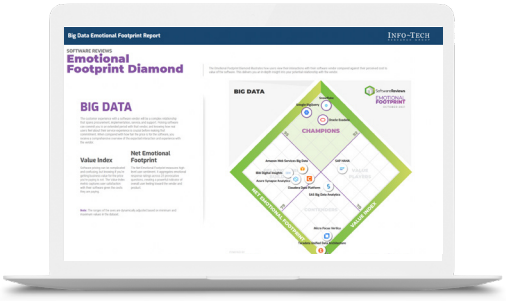
SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.

Also Includes:

- People & Leadership Research
- IT Process Research



Sample Template



Sample Emotional Footprint

Counselor Membership

Advisory Services

Software Selection as a Service
Five advisory calls over a five-week period to accelerate and improve the member's software selection process.

Unlimited Analyst Calls
Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Contract Review Services
Access to our IT contracts experts, who will conduct a business review of the Terms & Conditions and provide a comprehensive written summary of feedback.

IT Vendor Price Benchmarking & Negotiation Assistance
Access to our IT pricing experts and exclusive negotiation intelligence to achieve best-in-circumstance deals on contracts with a value over $1M with over 40 major IT vendors. IT Vendor Negotiation Assistance for up to 2 contracts included with membership.

Also Includes:
- Price Benchmarking & Negotiation for 2 Contracts
- Info-Tech LIVE Ticket

Digital Experiences

IT Diagnostic & Benchmarking Programs
Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

Info-Tech Academy Training Platform
An online learning management platform with 100+ hours of video content, 50+ quizzes, and nine certification programs.

Also Includes:
- IT Metrics Dashboard
- Leadership Development Program



Sample Diagnostic Report

CFO Technology Counselor Membership

The CFO Technology Counselor Membership is designed to help finance leaders manage technology business units and digitally transform their finance organization. This membership provides CFOs with the services of a dedicated finance and technology specialist to help them drive value through technology within their organization.

Service Delivery

Dedicated Executive Counselor With Finance and IT Experience

Members receive personalized and confidential one-on-one support from a veteran CFO Technical Counselor with deep financial and IT management experience to achieve their financial and IT goals and navigate technology leadership and tech cost optimization.

Also Includes:

- One Onsite/Virtual Counselor Visit
- Custom Key Initiative Plan
- Designated Account Manager

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.

Premium Industry Content

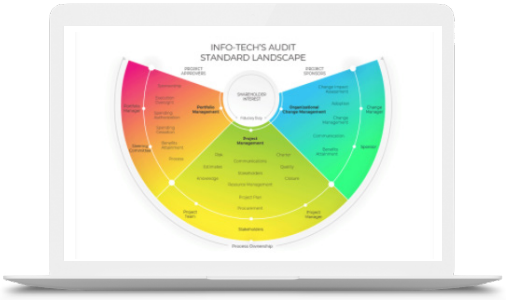
In-depth, industry-specific research content that includes benchmarking reports, trends analysis, technology evaluations, and reference architectures.

Also Includes:

- People & Leadership Research
- IT Process Research



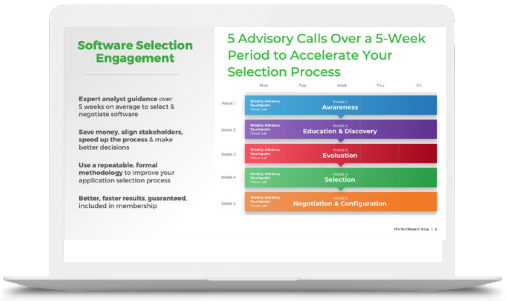
Sample Key Initiative Plan



Sample Concierge Experience



Sample Research



Sample Methodology

CFO Technology Counselor Membership

Advisory Services

IT Spend & Staffing Benchmarking or IT Cost Analysis

Access to either IT Spend & Staffing Benchmarking to help map out costs and provide transparency into current IT spending, or the IT Cost Analysis & Optimization service to identify IT cost optimization initiatives and build an IT cost optimization strategy.

Unlimited Analyst Calls

Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Industry Research & Advisory

In-depth, industry-specific research content and advisory service that includes benchmarking reports, trends analysis, technology evaluations, reference architectures, and unlimited phone access to our team of industry subject matter experts.

IT Vendor Price Benchmarking & Negotiation Assistance

Access to our IT pricing experts and exclusive negotiation intelligence to achieve best-in-circumstance deals on contracts with a value over $1M with over 40 major IT vendors. IT Vendor Negotiation Assistance for up to 3 contracts included with membership.

Also Includes:

- Concierge Services
- Software Selection as a Service
- Contract Review Service
- Info-Tech LIVE Ticket

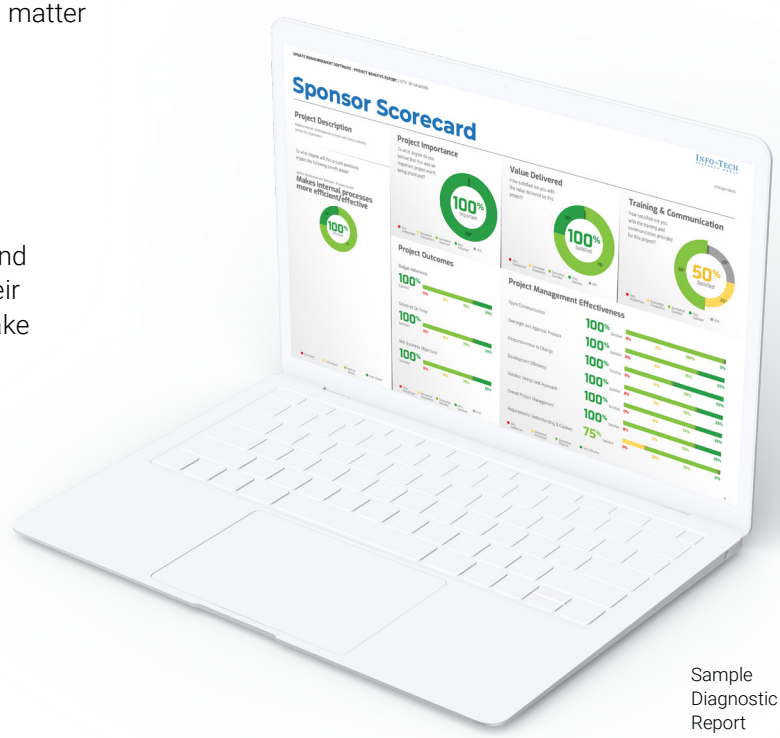
Digital Experiences

IT Diagnostic Programs

Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

Also Includes:

- Info-Tech Academy Training Platform
- IT Metrics Dashboard
- Leadership Development Program
- 360-Degree Feedback Tool



Sample Diagnostic Report

Technical Counselor Membership

The Technical Counselor Membership is designed to help IT leaders deliver value, achieve goals, and improve and grow the contributions of IT with a focus on technical excellence. It also includes all People & Leadership content required to manage a team and develop as a leader.

Service Delivery

Dedicated Technical Counselor

Members receive personalized and confidential one-on-one support from a seasoned IT executive to enhance their technical expertise, achieve their goals, and prepare for the next chapter of their career.

Also Includes:

- Two Onsite/Virtual Counselor Visits
- Custom Key Initiative Plan
- Designated Account Manager

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.

People & Leadership Research

Strategies on how to lead teams effectively and resources proven to help you become a better manager.

Also Includes:

- IT Process Research

Technical Domains

Applications
Infrastructure & Operations
Security
Data & Analytics
Enterprise Architecture
Privacy
Project Management Office (PMO)
Vendor Management
Service Management



Sample Template



Sample Data Quadrant Report

Technical Counselor Membership

Advisory Services

Unlimited Analyst Calls
Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Industry Research & Advisory
In-depth, industry-specific research content and advisory service that includes benchmarking reports, trends analysis, technology evaluations, reference architectures, and unlimited phone access to our team of industry subject matter experts.

IT Vendor Price Benchmarking & Negotiation Assistance
Access to our IT pricing experts and exclusive negotiation intelligence to achieve best-in-circumstance deals on contracts with a value over $1M with over 40 major IT vendors. IT Vendor Negotiation Assistance for up to 3 contracts included with membership.

Digital Experiences

IT Diagnostic Programs
Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

Also Includes:
- Info-Tech Academy Training Platform
- IT Metrics Dashboard
- Leadership Development Program
- 360-Degree Feedback Tool

Also Includes:
- Concierge Services
- Software Selection as a Service
- Contract Review Service
- Info-Tech LIVE Ticket



Sample Diagnostic Report

Advisory Membership

The Advisory Membership is designed to help IT leaders and managers complete projects and improve processes by leveraging our team of expert analysts and world-class research. It includes our basic content and services and is a great way for IT employees to experience and leverage the core services of Info-Tech.

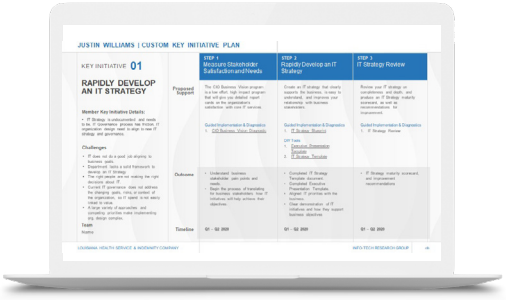
Service Delivery

Custom Key Initiative Plan

We work with you to identify your top priorities and tailor our services to drive your key initiatives. This ensures a guided and aligned approach to make the most of your Info-Tech membership.

Also Includes:

- Designated Account Manager



Sample Key Initiative Plan

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

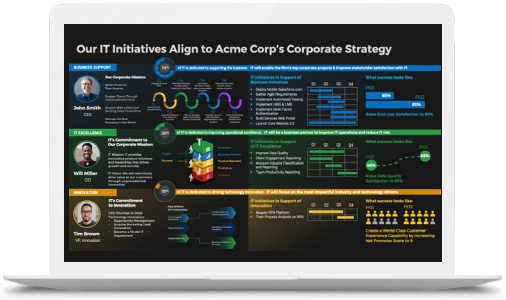
SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.

People & Leadership Research

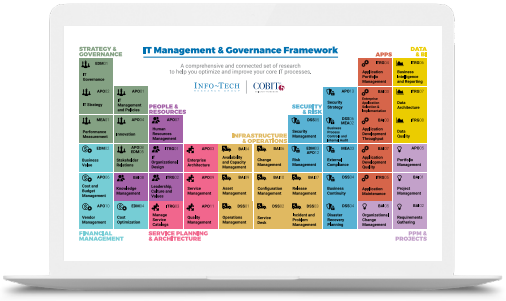
Strategies on how to lead teams effectively and resources proven to help you become a better manager.

Also Includes:

- IT Process Research



Sample Template



IT Management & Governance Framework

Advisory Membership

Advisory Services

Software Selection as a Service (1/year)
Five advisory calls over a five-week period to accelerate and improve the member's software selection process.

Unlimited Analyst Calls
Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Also Includes:
- Info-Tech LIVE Ticket

Digital Experiences

IT Diagnostic & Benchmarking Programs
Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

Info-Tech Academy Training Platform
An online learning management platform with 100+ hours of video content, 50+ quizzes, and nine certification programs.

Industry Roundtable – Virtual
Access to monthly virtual industry roundtable discussions and peer networking to explore common challenges, share best practices, and help shape our industry research agenda.

Also Includes:
- IT Metrics Dashboard
- Leadership Development Program



Sample Diagnostic Report

SE Advisory Membership

The SE Advisory Membership is designed to help IT leaders and managers complete projects and improve processes by leveraging our team of expert analysts and world-class research. It includes our basic content and services and is a great way for IT employees to experience and leverage the core services of Info-Tech.

Service Delivery

Custom Key Initiative Plan

We work with you to identify your top priorities and tailor our services to drive your key initiatives. This ensures a guided and aligned approach to make the most of your Info-Tech membership.

Also Includes:

- Designated Account Manager



Sample Key Initiative Plan

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

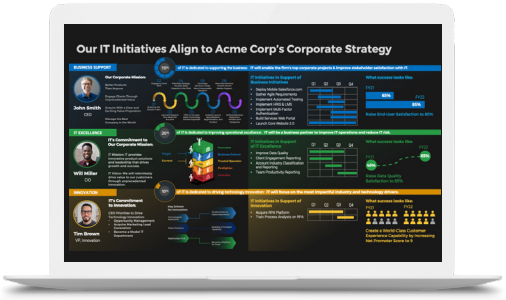
SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.

People & Leadership Research

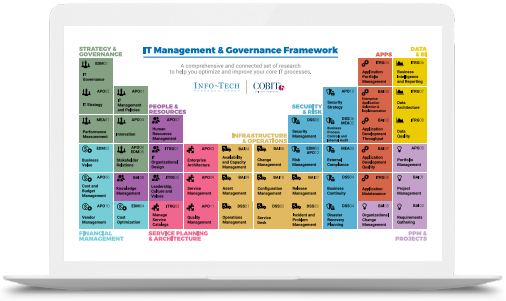
Strategies on how to lead teams effectively and resources proven to help you become a better manager.

Also Includes:

- IT Process Research



Sample Template



IT Management & Governance Framework

SE Advisory Membership

Advisory Services

Software Selection as a Service (1/year)
Five advisory calls over a five-week period to accelerate and improve the member's software selection process.

Unlimited Analyst Calls
Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Contract Review + Price Benchmarking & Negotiation (1/year)

Access to our IT contracts experts, who will conduct a business review of the Terms & Conditions as well as provide exclusive negotiation intelligence to achieve best-in-circumstance deals on contracts with a value over $1M with over 40 major IT vendors.

Digital Experiences

IT Diagnostic & Benchmarking Programs
Over 20 prebuilt survey programs to ask business and IT stakeholders insightful questions and convert their responses into reports that help IT departments make critical decisions.

Info-Tech Academy Training Platform
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Industry Roundtable – Virtual
Access to monthly virtual industry roundtable discussions and peer networking to explore common challenges, share best practices, and help shape our industry research agenda.

Also Includes:
- IT Metrics Dashboard
- Leadership Development Program



Sample Diagnostic Report

Concierge Services

Our Concierge Services are accelerated, pre-scoped consulting engagements designed to be delivered online or onsite.

Valuable Experiences Tailored to Your Needs

Every Concierge Service is built to provide practical, custom solutions to real pain points experienced by IT leaders.

Our Analysts Do the Heavy Lifting

With minimal time commitment on your part, our subject matter experts will lead the service and produce all final deliverables.

Get Tangible Results Fast

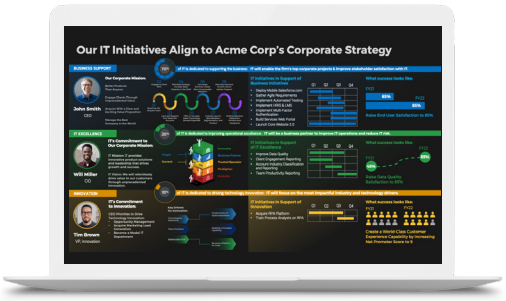
From the initial booking to the final handoff, these engagements can be completed in a matter of days – not weeks!

Highly Polished Deliverables

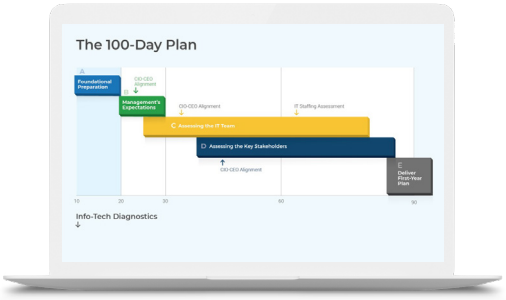
You'll leave each Concierge Service with a set of visually stunning client deliverables you will be excited to share with your boss.

What do our members say?

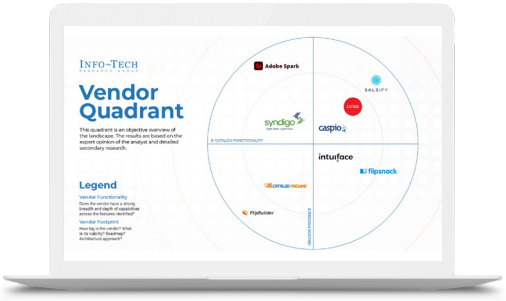
"The best part is having an independent point of view from experienced consultants that help us enhance and fine-tune our deliverables in a way that meets best standards and practices."



Sample from IT Strategy Visualization Service



Sample from First 100 Days as CIO



Sample from Custom Vendor Landscape

Industry Research & Advisory Services

Info-Tech's Industry Research & Advisory program aims to build alignment between IT leaders and the business they serve. It adds a layer of industry insight and research depth that better meets IT and business leaders where they are in their specific context within their specific industry.

Research Content

Industry-Specific Research

In-depth, industry-specific research content and advisory service that includes benchmarking reports, trend analysis, technology evaluations, and reference architectures.

Advisory Services

Unlimited Analyst Calls With Industry Analysts

Unlimited phone access to our team of industry experts to guide you through your most challenging initiatives and strategic considerations.

Executive Peer Group Discussions

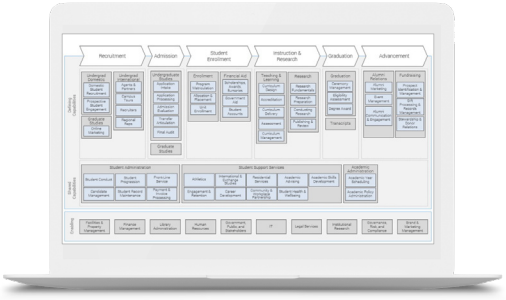
Join IT leaders discussing pertinent topics within their respective industries to validate their approaches with their peers. Focus on gaining insight, networking, and building strong connections among a consistent group of attendees.

Linking Business & IT Value Maps

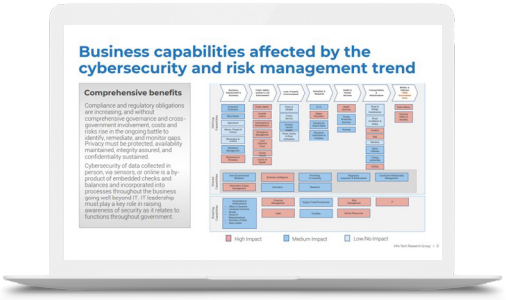
Draw clear connections between the business' strategic objectives and IT programs and initiatives. This is a crucial exercise in demonstrating the role of IT and positioning IT as a business partner.

Digital Transformation

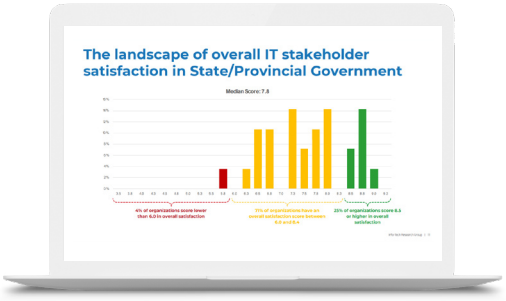
Form a solid understanding of your industry's value streams, unique capabilities, and business and technology trends to be able to lead and deliver on digital transformation initiatives.



Sample Reference Architecture



Sample Trend Analysis



Sample IT Satisfaction Benchmarking Report Excerpt

Industry Research & Advisory Services (Small Enterprise)

Info-Tech's Industry Research & Advisory program aims to build alignment between IT leaders and the business they serve. It adds a layer of industry insight and research depth that better meets IT and business leaders where they are in their specific context within their specific industry.

Research Content

Industry-Specific Research

In-depth, industry-specific research content and advisory service that includes benchmarking reports, trend analysis, technology evaluations, and reference architectures.

Advisory Services

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Executive Peer Group Discussions

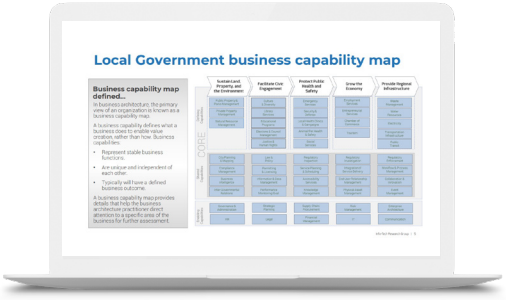
Join IT leaders discussing pertinent topics within their respective industries to validate their approaches with their peers. Focus on gaining insight, networking, and building strong connections among a consistent group of attendees.

Linking Business & IT Value Maps

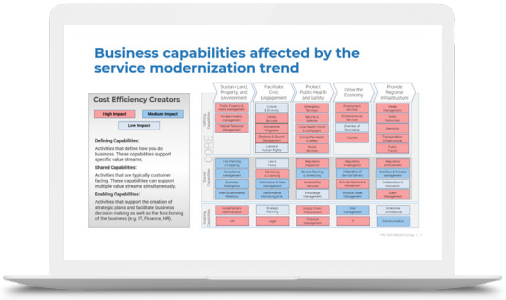
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Digital Transformation

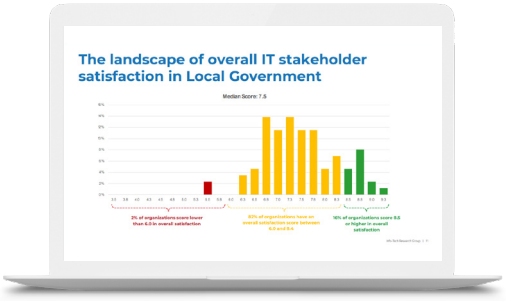
Form a solid understanding of your industry's value streams, unique capabilities, and business and technology trends to be able to lead and deliver on digital transformation initiatives.



Sample Reference Architecture



Sample Trend Analysis



Sample IT Satisfaction Benchmarking Report Excerpt

Team Membership

The Team Membership is our basic membership designed to help IT managers and employees execute on projects and improve processes with world-class research, tools, and templates. It includes the core research product and is a great way to become familiar with Info-Tech.

Service Delivery

Account Manager

Your Account Manager will ensure you get the most value from your membership by helping you understand your entitlements and the resources you can leverage to help you excel in your role.

Research Content

Project Blueprints

Over 450 step-by-step project methodologies to help members execute technology projects and improve core IT processes.

Tools & Templates Library

Over 1,000 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

People & Leadership Research

Strategies on how to lead teams effectively and resources proven to help you become a better manager.

IT Process Research

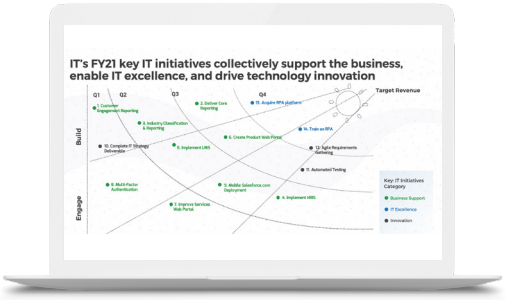
A comprehensive and connected set of 45 project methodologies and best practices for improving and optimizing core IT processes.

Software Selection Content

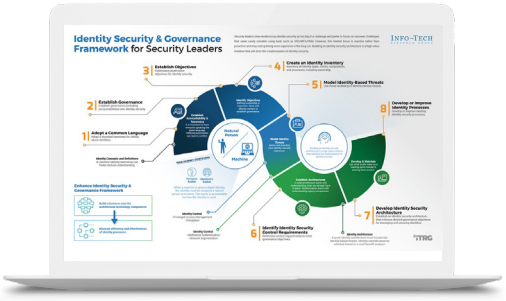
SoftwareReviews' vendor evaluations and rankings reports that aggregate feedback from real IT professionals and business leaders.



Sample Video



Sample Template



Sample Blueprint

Team Membership

Digital Experiences

Leadership Development Program

An online or in-person leadership program focused on improving decision-making and people-management skills for high-potential staff.

Info-Tech Academy Training Platform

An online learning management platform with 100+ hours of video content, 50+ quizzes, and nine certification programs.



Info-Tech Academy Training Platform

HIPO Technology Advisory Membership

The HIPO Technology Advisory Membership is designed for high-potential IT staff as they complete projects and improve processes by leveraging our team of expert analysts and world-class research. It includes our basic content and services within our IT Process related research areas (M&G Framework) and is a great way for IT employees to experience and leverage the core services of Info-Tech.

Service Delivery

Custom Key Initiative Plan

A fully customized plan of the member's top three to five initiatives mapped to all relevant Info-Tech content and experiences to assist with execution and to ensure success.

Also Includes:

- Designated Account Manager

Research Content

IT Process Research

A comprehensive and connected set of 45 project methodologies and best practices for improving and optimizing core IT processes.

Tools & Templates Library

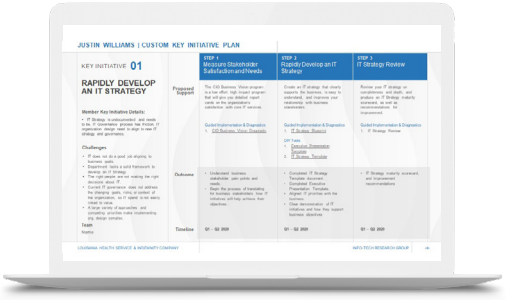
Over 200 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

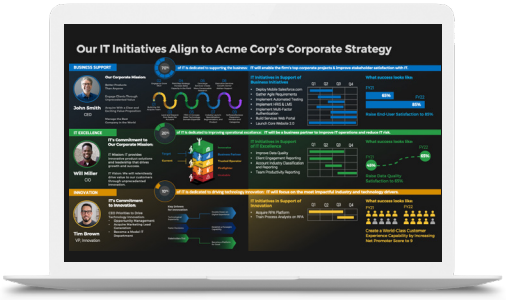
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People & Leadership Research

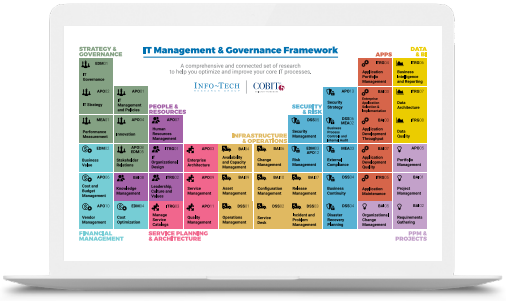
Strategies on how to lead teams effectively and resources proven to help you become a better manager.



Sample Key Initiative Plan



Sample Template



IT Management & Governance Framework

HIPO Technology Advisory Membership

Advisory Services

Unlimited Analyst Calls (M&G Framework topics only)

Unlimited phone access to our team of subject matter experts to guide you through your most challenging technology projects. An analyst from the team who wrote the research works with you at key project milestones to advise, coach, and offer insight.

Also Includes:

- One Info-Tech LIVE Ticket

Digital Experiences

Info-Tech Academy Training Platform

An online learning management platform with 100+ hours of video content, 50+ quizzes, and nine certification programs.



Sample Diagnostic Report

HIPO Technology Team Membership

The HIPO Technology Team Membership is designed to help high-potential IT staff execute on projects and improve processes with world-class research, tools, and templates. It includes the core research products within our IT Process related research (M&G Framework) and is a great way to become familiar with Info-Tech.

Service Delivery

Account Manager

Your Account Manager will ensure you get the most value from your membership by helping you understand your entitlements and the resources you can leverage to help you excel in your role.

Research Content

IT Process Research

A comprehensive and connected set of 45 project methodologies and best practices for improving and optimizing core IT processes.

Tools & Templates Library

Over 200 ready-to-deploy tools and templates to save members time creating critical IT documents and project deliverables.

Software Selection Content

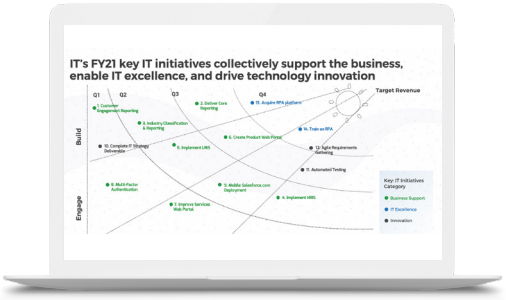
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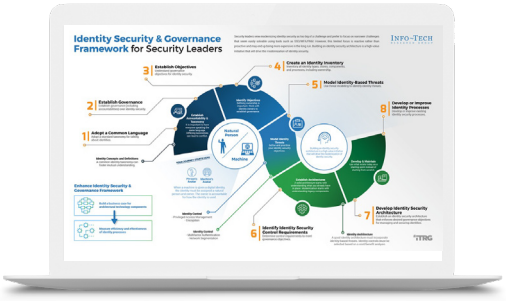
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Sample Video



Sample Template



Sample Blueprint

HIPO Technology Team Membership

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Info-Tech Academy Training Platform

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Info-Tech Academy Training Platform

Workshops

Info-Tech Workshops are one-week collaborative problem-solving engagements that result in a practical and actionable deliverable.

- With methodologies built to scale, our Workshops fit organizations of all sizes and industries.
- We engage the right people at the right time to ensure we're making the most of your team's time.
- Nearly every blueprint has a Workshop option. With over 100 unique topics, the choice is yours.

Info-Tech's Top-Rated Member Experience With an Average Rating of 9.4/10

All Time – Top 20 Most Delivered

- Build a Business-Aligned IT Strategy
- Build an Information Security Strategy
- Standardize the Service Desk
- Create a Right-Sized Disaster Recovery Plan
- Develop a PPM Strategy
- Create a Data Management Roadmap
- Cloud Strategy and Action Plan
- Establish Data Governance
- Tailor IT Project Management Processes to Fit Your Projects
- Design and Build a User-Facing Service Catalog
- Develop a Business Continuity Plan
- Create a Service Management Roadmap
- Optimize Change Management
- Improve Requirements Gathering
- Implement Agile Practices That Work
- Design an Enterprise Architecture Strategy
- Drive Real Business Value with an HRIS Strategy
- Improve IT Governance to Drive Results
- Build a Reporting and Analytics Strategy (BI Strategy)
- Build the Business by Building an Infrastructure Roadmap

What Do Our Members Say?

Workshops are consistently our top-rated member experience.

"This was an awesome workshop! Extremely valuable for our team. We walked away with tangible artifacts, a clear roadmap for next steps, and areas to further discuss/deep dive into. Our workshop facilitator did an excellent job ensuring my needs (as company leader) where addressed in pre-meetings – and then performed a superb job engaging everyone and keeping the flow moving. My first real virtual workshop over multiple days (COVID-19) and it was a huge success. Will look to book [a workshop] again for future areas of interest."

"Info-Tech's project team was organized and thoroughly professional. They were proactive, adaptable, and worked diligently to understand our expectations. I was very impressed with the team and the quality of the delivered outputs."

Onsite delivery available for additional charge.

Enterprise Workshops

Info-Tech Enterprise Workshops are one-week customizable workshops designed specifically for our Enterprise level clients that result in a practical, actionable, and boardroom-ready deliverable.

Enterprise Workshops build on our proven Workshop program through four key added benefits:

Customizable to Address Your Most Pressing Problems

Using Info-Tech research and frameworks as the foundation, Enterprise Workshops allow for greater customization to ensure the engagement is scoped and delivered to the appropriate depth and breadth of your needs to address your most pressing problems.

Tailored to Your Unique Needs

Enterprise Workshops are delivered in one week but leverage seven dedicated days of effective effort by Info-Tech. We work with you to ensure the pre- and post-work performed by our experienced Workshop facilitators meets the unique needs of your organization.

Aligned to Your Industry

Enterprise Workshops provide you with a subject matter expert as well as an Industry specialist to ensure that the workshop deliverable is tailored for your business and industry.

Complete With a Boardroom-Ready Deliverable

Your final deliverable will include a boardroom-ready executive presentation, which can be presented by one of Info-Tech's expert facilitators upon request.

Top 10 Most Delivered Workshops (Enterprise Clients):

Build a Business-Aligned IT Strategy

Standardize the Service Desk

Create a Right-Sized DRP

Establish Data Governance

Build an Information Security Strategy

Create a Data Management Roadmap

Develop a PPM Strategy

Cloud Strategy and Action Plan

Improve IT Governance to Drive Results

IT Organizational Design

Small Enterprise Workshops

Info-Tech SE Workshops are three-day collaborative problem-solving engagements that result in a practical and actionable deliverable.

SE Workshops are designed specifically for small and emerging enterprises.

Leverage the Expertise of Experienced Facilitators

Learn from open discussion as workshop facilitators navigate and lead conversations with stakeholders, the business, and IT.

Aligned to Your Department's Goals & Needs

Workshops are tailored to your goals so we can apply the right best practices to get you where you need to be.

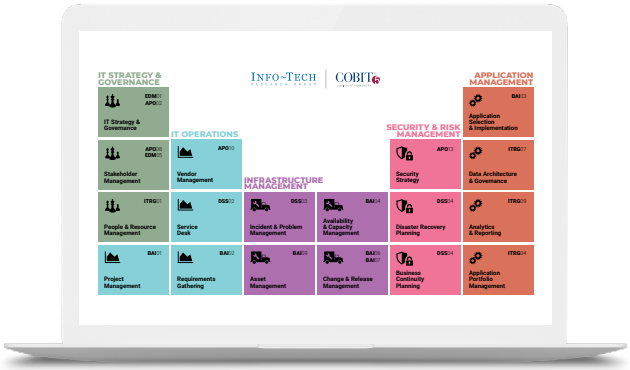
Optimize Limited Resources

Apply frameworks and methodologies that will get the most from your department.

Made to Match Your Maturity

Workshops meet you where you are at to apply a right-sized, best-practice approach to progress your organization.

Info-Tech's SE Workshop Catalog covers key components of the **SE Management & Governance Framework.**



Sample Topics From the SE Workshop Catalog

CIO

Strategy & Governance

- Build a Business-Aligned IT Strategy
- Redesign Your IT Organizational Structure

IT Operations

- Create a Service Management Roadmap
- Jump Start Your Vendor Management Initiative

Applications

Application Management

- Application Portfolio Management Foundations

PMO

IT Operations

- Develop a PPM Strategy

Data

Application Management

- Build a Robust and Comprehensive Data Strategy

Infrastructure & Operations

Infrastructure Management

- Define Your Cloud Vision
- Document Your Cloud Strategy

Information Security

Security & Risk Management

- Create a Right-Sized Disaster Recovery Plan
- Develop a Business Continuity Plan
- Build an Information Security Strategy

Cybersecurity Workforce Development – Analyst

A six-month expert-facilitated training program to develop critical cybersecurity skills missing within IT organizations through a combination of live virtual lectures, practical exercises, and cyber range labs. Registered learners produce deliverables for immediate application to real business needs and objectives of the client organization.

Develop critical cybersecurity skills missing within your team and organization through:

- Standardized curriculum with flexible projects tailored to business needs
- Realistic cyber range scenarios
- Ready-to-deploy security deliverables
- Real assurance of skill development

Sample program deliverables include:

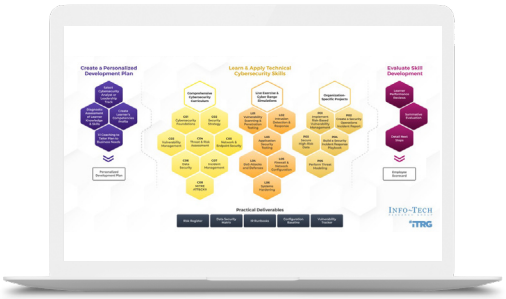
- Vulnerability Assessment & Remediation Plan
- Threat & Risk Assessment Report
- Security Risk Register
- Data Classification Scheme
- Baseline Configuration Standard aligned with security policy
- Security Incident Response Runbook

Analyst program track features:

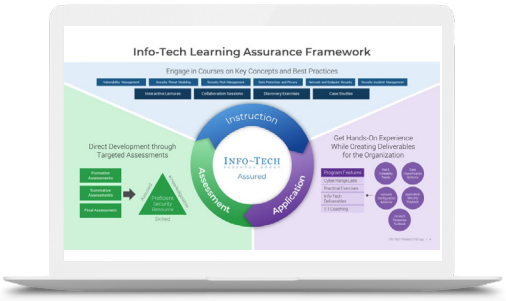
- Personalized Development Plan
- Development Scorecard
- Up to five practical deliverables customizable to operational use
- Focus on tactical cybersecurity implementation

Program Features:

- Live facilitated sessions
- Security analysts and leaders
- Average of 65 hours over six months
- Certificate and CPE credits



High-Level Program Overview



Info-Tech Learning Assurance Framework

Cybersecurity Workforce Development – Leader

A six-month expert-facilitated training program to develop critical cybersecurity skills missing within IT organizations through a combination of live virtual lectures, practical exercises, and cyber range labs. Registered learners produce deliverables for immediate application to real business needs and objectives of the client organization.

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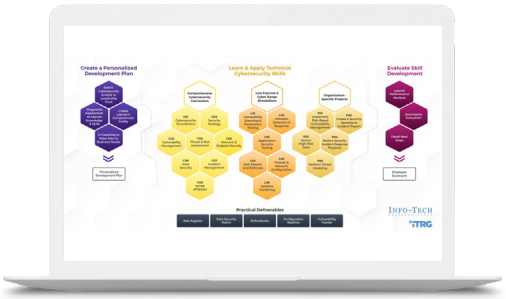
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Leader program track features:

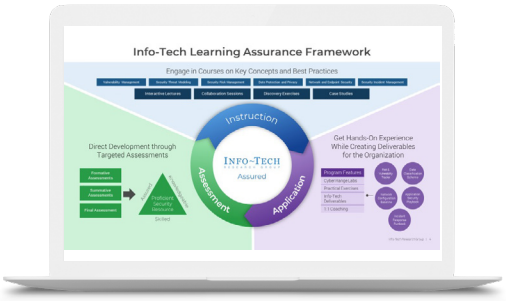
- Personalized Development Plan
- Development Scorecard
- Up to five practical deliverables customizable to operational use with hands-on support
- Focus on strategic cybersecurity business alignment, program management, and governance
- 1:1 Coaching with a dedicated Cybersecurity Advisor
- Security Leadership Playbook to become a world-class CISO
- Custom Key Initiative Plan for maturing a security program

Program Features:

- Live facilitated sessions
- Security analysts and leaders
- Average of 65 hours over six months
- Certificate and CPE credits



High-Level Program Overview



Info-Tech Learning Assurance Framework

GSA Offering – Consulting (SIN 541511S)

Info-Tech Research Group is a full-service professional IT research, advisory, and professional services firm founded in 1997, with approximately 700 full-time employees throughout North America. Our services include technology-based business research, industry-specific reporting, best-practice methodologies, benchmarking, and market analysis research. Info-Tech offers a practical approach to complex technology and business issues.

Our consulting services provide you with expert practitioners and advisors throughout the duration of your engagement, enabling you to effectively outsource your IT initiative or project to those with the knowledge, skills, and tools to deliver quality-driven value. Info-Tech Consulting Services blends the insights of our more than 30,000 members with the market-approved talents and methodologies of our consulting staff to bring your organization a unique, powerful, and holistic professional services offering.

Leveraging the deep knowledge of our renowned research firm, our management consultants build practical, tactical, and actionable roadmaps for IT departments to harness the power of technology. Whether resolving complex issues or accelerating projects, our custom engagements drive measurable results, not only in the next three to six months but also in the years beyond.

With decades of IT consulting experience, our principals have introduced cultures of innovation across various industries in public and private sectors, empowering IT professionals to execute and accelerate strategic initiatives that drive value for their organization at any stage.

As part of the world's fastest-growing IT research firm, our consultants are backed by a team of subject matter experts who have made careers of studying the nuances of IT, together spending 70,000 hours annually researching best practices, benchmarks, and trends across numerous industries.

Info-Tech Research Group Consulting – Scope

Info-Tech's Scope of Work is defined broadly by the following strategic and high-value activities:

CIO Services

Info-Tech can provide the client with advisory services pertaining to Strategy, Transformation, and Governance to build a forward-looking organization. Through its Strategy practice, Info-Tech can support leaders and executive teams by analyzing the client's current state of initiatives and processes, identifying key organizational priorities, and building a forward-oriented, business-aligned strategy. Info-Tech can also provide transformation support and support the client through times of change by outlining a future-oriented digital delivery model and aligned business models. Lastly, Info-Tech CIO Services also provides Governance advisory, which includes improving decision making and building alignment through process improvement, business-IT alignment, and policy management.

Data and Analytics/AI

Info-Tech can provide the client with analysis and recommendations for developing data and analytics/BI/AI strategies, governance, assessment/benchmarking, system selections, applied research, operating models, business cases, and implementation roadmaps/plans to better meet business objectives. Info-Tech can also assist the client with optimizing data management capabilities, including helping the client to mature data quality, metadata management, primary/reference data, data architecture, data modeling, data warehousing, and data integration. Info-Tech can provide advanced analytics/BI/AI capabilities to the client to enable better business insight and more effective decision making.

Infrastructure

Info-Tech can provide the client with the development of IT Infrastructure services working to develop an IT infrastructure strategy that is right for the client's needs. This includes IT cloud strategies, designs, roadmaps and selection services for infrastructure solutions encompassing private/public/hybrid cloud services, data center migrations, secure remote work/unified communications, and business continuity planning and disaster recovery planning program management. Info-Tech can also assist with the complete IT infrastructure lifecycle from design to implementation, enabling the successful adoption of selected solutions.

Security

Info-Tech's cybersecurity-certified consultants, engineers, and analysts provide a vendor-agnostic and holistic approach to identifying, managing, and remediating organizational risk. Our cybersecurity practice introduces operational stability, data privacy, and digital brand protection. Using industry-recognized frameworks and best practices, our consultants deliver repeatable, affordable, and goals-orientated solutions that meet the most complex enterprise requirements. Info-Tech's core teams and partners are considered subject matter experts who have attained the highest industry certifications.

Independent Verification & Validation

Info-Tech can provide a variety of implementation/technical oversight and Independent Verification & Validation (IV&V) services. Using an adaptable methodology developed for the UN and vetted through public and private clients, our goal is to help ensure the success of your project. We holistically evaluate the management areas (program management, team structure, risk management, staffing levels, etc.), major technical areas (development methodologies, quality assurance, data migration management, etc.), and major communication areas (OCM, knowledge transfer, stakeholder management, etc.) to help the project meet its budgetary, scope, and timeline goals. We can adapt the methodology across virtually all moderate to large IT project types.

Vendor Management and Selection

Info-Tech can provide the client with Vendor advisory services including Vendor Management, Requirements Gathering, and Vendor Selection and Benchmarking. Info-Tech Vendor services can build a vendor strategy for the

client through interviews and analysis and identify recommendations to optimize or develop a Vendor Management program. Through its Requirements and Selection service, Info-Tech can support teams by building the case for change, evaluating key capabilities required, documenting functional and non-functional requirements aligned with the client's needs, and using our strategic selection framework to assist the client during the vendor selection phase. Additionally, Info-Tech also offers Market Assessment and Benchmarking services to assess the client's market/solution landscape and benchmarking in terms of capabilities and spend.

Enterprise Applications

Info-Tech can provide the client with the development of enterprise application strategies, roadmaps, and selection services for solutions including ERP, HCM/HRIS, CRM/CXM, and most other business applications. This includes developing solution requirements, RFPs/RFQs, vendor validation, and solution/implementation partner recommendations. Info-Tech can also assist with implementation activities such as risk and change management, project management, business process design, and testing/training support to enable successful implementation and adoption of selected solutions. Additionally, Info-Tech can assist in the rationalization of your application portfolios and deliver a roadmap to achieve savings.

Item No.	GSA Schedule Labor Category	Minimum Education	Minimum Experience	Labor Category Description
1	Vice President	Master's	12 years	Lead and consult on large business process/technology transformation programs. Manage business unit/segment. Advise technology clients. Deliver improvements and cost savings. Recruit, develop, and manage teams. Deliver value to customers. Act as primary contact with client executives; plan and facilitate critical meetings. Support clients in defining agenda and/or corporate strategy. Develop account plans and take responsibility for the development and growth of strategic client accounts. Develop overall administrative, financial, and time commitments for multiple engagements; set overall goals and drive agendas to ensure goals are met. Manage multiple engagements and provide mentoring and guidance to project managers and team members. Perform engagement quality reviews and drive continuous improvement efforts. Act as a subject matter expert on engagements. Serve as a sounding board for engagement team's strategic direction. Provide executive leadership on sales calls and oversee multiple proposal development efforts.
2	Vice President 2	Master's	14 years	Lead and consult on large business process/technology transformation programs. Manage business unit/segment. Advise technology clients. Deliver improvements and cost savings. Recruit, develop, and manage teams. Deliver value to customers. Act as primary contact with client executives; plan and facilitate critical meetings. Support clients in defining agenda and/or corporate strategy. Develop account plans and take responsibility for the development and growth of strategic client accounts. Develop overall administrative, financial, and time commitments for multiple engagements; set overall goals and drive agendas to ensure goals are met. Manage multiple engagements and provide mentoring and guidance to project managers and team members. Perform engagement quality reviews and drive continuous improvement efforts. Act as a subject matter expert on engagements. Serve as a sounding board for engagement team's strategic direction. Provide executive leadership on sales calls and oversee multiple proposal development efforts.
3	Vice President 3	Master's	16 years	Lead and consult on large business process/technology transformation programs. Manage business unit/segment. Advise technology clients. Deliver improvements and cost savings. Recruit, develop, and manage teams. Deliver value to customers. Act as primary contact with client executives; plan and facilitate critical meetings. Support clients in defining agenda and/or corporate strategy. Develop account plans and take responsibility for the development and growth of strategic client accounts. Develop overall administrative, financial, and time commitments for multiple engagements; set overall goals and drive agendas to ensure goals are met. Manage multiple engagements and provide mentoring and guidance to project managers and team members. Perform engagement quality reviews and drive continuous improvement efforts. Act as a subject matter expert on engagements. Serve as a sounding board for engagement team's strategic direction. Provide executive leadership on sales calls and oversee multiple proposal development efforts.

4	Director	Bachelor's	12 years	Possess extensive technology/business process knowledge in area(s) of expertise (SME). Develop business/technology strategy capabilities. Drive client thinking and act as thought leader. Support client partners in defining client agenda and/or corporate strategy. Manage multiple engagements and provide mentoring and guidance to project managers and team members. Act as a subject matter expert on engagements. Perform engagement quality reviews and drive continuous improvement efforts. Plan and facilitate significant meetings with client executives. Develop overall administrative, financial, and time commitments for multiple projects and set overall goals for each. Ensure effective and creative idea generation among team members. Conduct primary research including market surveys of customers, vendors, lines of business, and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations.
5	Director 2	Bachelor's	14 years	Possess extensive technology/business process knowledge in area(s) of expertise (SME). Develop business/technology strategy capabilities. Drive client thinking and act as thought leader. Support client partners in defining client agenda and/or corporate strategy. Manage multiple engagements and provide mentoring and guidance to project managers and team members. Act as a subject matter expert on engagements. Perform engagement quality reviews and drive continuous improvement efforts. Plan and facilitate significant meetings with client executives. Develop overall administrative, financial, and time commitments for multiple projects and set overall goals for each. Ensure effective and creative idea generation among team members. Conduct primary research including market surveys of customers, vendors, lines of business, and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations.
6	Director 3	Bachelor's	16 years	Possess extensive technology/business process knowledge in area(s) of expertise (SME). Develop business/technology strategy capabilities. Drive client thinking and act as thought leader. Support client partners in defining client agenda and/or corporate strategy. Manage multiple engagements and provide mentoring and guidance to project managers and team members. Act as a subject matter expert on engagements. Perform engagement quality reviews and drive continuous improvement efforts. Plan and facilitate significant meetings with client executives. Develop overall administrative, financial, and time commitments for multiple projects and set overall goals for each. Ensure effective and creative idea generation among team members. Conduct primary research including market surveys of customers, vendors, lines of business, and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations.

7	Senior Manager	Bachelor's	10 years	Lead or consult on large business process/technology projects/programs. Drive client thinking and act as thought leader. Support client partner in defining client agenda and/or corporate strategy. Plan and facilitate significant meetings with client executives. Develop overall administrative, financial, and time commitments for multiple projects and set overall goals for each. Ensure effective and creative idea generation among team members. Conduct primary research including market surveys of vendors and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations. Prepare engagement review forms and provide coaching and mentoring for team members. Identify and pursue sales opportunities and leads, which may come from meetings, clients, other consultants, the sales force, vendors, and others. Support and assist the sales organization by making joint sales calls. Contribute to account plan development and proactively follow up on all assigned leads. Write and present proposals to prospective clients and contracts for engagements.
8	Senior Manager 2	Bachelor's	12 years	Lead or consult on large business process/technology projects/programs. Drive client thinking and act as thought leader. Support client partner in defining client agenda and/or corporate strategy. Plan and facilitate significant meetings with client executives. Develop overall administrative, financial, and time commitments for multiple projects and set overall goals for each. Ensure effective and creative idea generation among team members. Conduct primary research including market surveys of vendors and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations. Prepare engagement review forms and provide coaching and mentoring for team members. Identify and pursue sales opportunities and leads, which may come from meetings, clients, other consultants, the sales force, vendors, and others. Support and assist the sales organization by making joint sales calls. Contribute to account plan development and proactively follow up on all assigned leads. Write and present proposals to prospective clients and contracts for engagements.
9	Senior Manager 3	Bachelor's	14 years	Lead or consult on large business process/technology projects/programs. Drive client thinking and act as thought leader. Support client partner in defining client agenda and/or corporate strategy. Plan and facilitate significant meetings with client executives. Develop overall administrative, financial, and time commitments for multiple projects and set overall goals for each. Ensure effective and creative idea generation among team members. Conduct primary research including market surveys of vendors and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations. Prepare engagement review forms and provide coaching and mentoring for team members. Identify and pursue sales opportunities and leads, which may come from meetings, clients, other consultants, the sales force, vendors, and others. Support and assist the sales organization by making joint sales calls. Contribute to account plan development and proactively follow up on all assigned leads. Write and present proposals to prospective clients and contracts for engagements.

10	Manager	Bachelor's	8 years	Manage/support business/technology projects. Plan and facilitate meetings with client project management. Meet with client and develop project questions, gain understanding of the client's environment, and assure that recommendations can be implemented. Manage small to medium teams by developing work plans and managing project execution timelines. Prepare engagement review forms for team members. As an independent contributor, complete sections of significant customized consulting assignments covering a variety of subject areas including specific technologies and products, markets and market trends, competitor analysis, financial impact, etc. Act as project point person both internally and externally. Lead the team's analytical thinking and structure for an assignment. Conduct primary research including market surveys of vendors and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations. Develop and submit content for proposals. Support development of work plan estimates and resource/staff plans. Recognize and report new business opportunities; collaborate with sales partners and subject matter experts to pursue and close opportunities.
11	Manager 2	Bachelor's	10 years	Manage/support business/technology projects. Plan and facilitate meetings with client project management. Meet with client and develop project questions, gain understanding of the client's environment, and assure that recommendations can be implemented. Manage small to medium teams by developing work plans and managing project execution timelines. Prepare engagement review forms for team members. As an independent contributor, complete sections of significant customized consulting assignments covering a variety of subject areas including specific technologies and products, markets and market trends, competitor analysis, financial impact, etc. Act as project point person both internally and externally. Lead the team's analytical thinking and structure for an assignment. Conduct primary research including market surveys of vendors and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations. Develop and submit content for proposals. Support development of work plan estimates and resource/staff plans. Recognize and report new business opportunities; collaborate with sales partners and subject matter experts to pursue and close opportunities.
12	Manager 3	Bachelor's	12 years	Manage/support business/technology projects. Plan and facilitate meetings with client project management. Meet with client and develop project questions, gain understanding of the client's environment, and assure that recommendations can be implemented. Manage small to medium teams by developing work plans and managing project execution timelines. Prepare engagement review forms for team members. As an independent contributor, complete sections of significant customized consulting assignments covering a variety of subject areas including specific technologies and products, markets and market trends, competitor analysis, financial impact, etc. Act as project point person both internally and externally. Lead the team's analytical thinking and structure for an assignment. Conduct primary research including market surveys of vendors and users as well as secondary research. Analyze findings, develop insights, and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations. Develop and submit content for proposals. Support development of work plan estimates and resource/staff plans. Recognize and report new business opportunities; collaborate with sales partners and subject matter experts to pursue and close opportunities.

13	Senior Consultant	Bachelor's	5 years	Support business and technology projects by gathering, compiling, and analyzing data; surveying and statistical analysis; and developing deliverable reports. Participate in client conferences and take part in client communications. Complete sections of significant customized consulting assignments covering a variety of subject areas including specific technologies and products, markets and market trends, competitor analysis, financial impact, etc. Provide the analytical thinking and structure for assignment and participate in discussion groups. Conduct and lead interviews and small meetings for assignment. Analyze findings, develop insights, and prepare reports with client-specific actionable recommendations. Monitor project execution to timeline and budget. Develop and submit content for proposals. Support development of work plan estimates and resource/staff plans. May serve as project manager for well-defined engagements.
14	Senior Consultant 2	Bachelor's	7 years	Support business and technology projects by gathering, compiling, and analyzing data; surveying and statistical analysis; and developing deliverable reports. Participate in client conferences and take part in client communications. Complete sections of significant customized consulting assignments covering a variety of subject areas including specific technologies and products, markets and market trends, competitor analysis, financial impact, etc. Provide the analytical thinking and structure for assignment and participate in discussion groups. Conduct and lead interviews and small meetings for assignment. Analyze findings, develop insights, and prepare reports with client-specific actionable recommendations. Monitor project execution to timeline and budget. Develop and submit content for proposals. Support development of work plan estimates and resource/staff plans. May serve as project manager for well-defined engagements.
15	Senior Consultant 3	Bachelor's	9 years	Support business and technology projects by gathering, compiling, and analyzing data; surveying and statistical analysis; and developing deliverable reports. Participate in client conferences and take part in client communications. Complete sections of significant customized consulting assignments covering a variety of subject areas including specific technologies and products, markets and market trends, competitor analysis, financial impact, etc. Provide the analytical thinking and structure for assignment and participate in discussion groups. Conduct and lead interviews and small meetings for assignment. Analyze findings, develop insights, and prepare reports with client-specific actionable recommendations. Monitor project execution to timeline and budget. Develop and submit content for proposals. Support development of work plan estimates and resource/staff plans. May serve as project manager for well-defined engagements.

16	Consultant	Bachelor's	2 years	Provide analytical support to project team. Conduct research using library facilities, Info-Tech analysts, other Info-Tech resources, and primary research. Analyze, interpret, extrapolate, project, and model data to reach conclusions. Prepare written reports with text, charts, and spreadsheets for internal presentation and for inclusion in reports for clients. Participate in project/initiative planning and support the completion of estimates. May participate on lead qualification to learn processes and fundamental skills needed for consulting sales process. Participate in opening client conference at which the engagement is defined (kick-off meetings) and begin to take lead role for client communications. May participate in final conference with client at which final report is delivered. As assigned, complete sections of significant customized consulting assignments covering a variety of subject areas including technologies, markets, products, competitive analysis, financial impact, etc.
17	Consultant 2	Bachelor's	4 years	Provide analytical support to project team. Conduct research using library facilities, Info-Tech analysts, other Info-Tech resources, and primary research. Analyze, interpret, extrapolate, project, and model data to reach conclusions. Prepare written reports with text, charts, and spreadsheets for internal presentation and for inclusion in reports for clients. Participate in project/initiative planning and support the completion of estimates. May participate on lead qualification to learn processes and fundamental skills needed for consulting sales process. Participate in opening client conference at which the engagement is defined (kick-off meetings) and begin to take lead role for client communications. May participate in final conference with client at which final report is delivered. As assigned, complete sections of significant customized consulting assignments covering a variety of subject areas including technologies, markets, products, competitive analysis, financial impact, etc.
18	Consultant 3	Bachelor's	6 years	Provide analytical support to project team. Conduct research using library facilities, Info-Tech analysts, other Info-Tech resources, and primary research. Analyze, interpret, extrapolate, project, and model data to reach conclusions. Prepare written reports with text, charts, and spreadsheets for internal presentation and for inclusion in reports for clients. Participate in project/initiative planning and support the completion of estimates. May participate on lead qualification to learn processes and fundamental skills needed for consulting sales process. Participate in opening client conference at which the engagement is defined (kick-off meetings) and begin to take lead role for client communications. May participate in final conference with client at which final report is delivered. As assigned, complete sections of significant customized consulting assignments covering a variety of subject areas including technologies, markets, products, competitive analysis, financial impact, etc.

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Criteria for Experience/Education Substitutions Methodology

A college degree is a valuable asset and communicates the caliber of the employee. Info-Tech Research Group (ITRG) has a standard commercial practice of allowing education to be substituted for years of experience as shown in our Education Substitution Methodology (e.g. a bachelor's degree may be substituted for 4 years of required experience with a high school diploma). Through ITRG's years of experience with observing employee development, ITRG has determined that a beginner with a college degree is most likely to perform the work requirements to meet the quality assurance standards of the company.

ITRG has also found that actual on-the-job training (performing a job under the tutelage of a senior-level experienced manager) is an exceptionally valuable way to teach an employee how to perform a job that meets the high-quality standards expected by clients. ITRG has found that a non-degreed employee after 4 years of specific experience in a position begins to perform at the same level as a degreed individual. Therefore, ITRG also has a standard commercial practice of allowing experience to be substituted for education as shown in our Experience Substitution Methodology (e.g. high school diploma + 4 years' additional experience equals bachelor's degree).

Experience Substitutions

• High school diploma + 2 years' additional experience • Trade/vocational school or technical training or military training in relevant field	Equals	Associate degree
• Associate degree + 2 years' additional • experience • High school diploma + 4 years' additional experience • High school diploma + professional or industry-standard technical certification in a relevant field (e.g. Digital Video Engineering Professional, Microsoft Certified Solutions Expert, Certified Information Professional, Adobe Certified Associate, Certified Meeting Professional)	Equals	Bachelor's degree
• Bachelor's degree + 2 years' additional experience • High school diploma + professional license (e.g. Project Management Professional [PMP], Strategic Communication Management Professional)	Equals	Master's degree
• Master's degree + 3 years' additional experience	Equals	PhD

Experience Substitutions

A PhD may be substituted for 3 years of required experience with a master's degree or 5 years of required experience with a bachelor's degree.
A master's degree may be substituted for 2 years of required experience with a bachelor's degree.
A bachelor's degree may be substituted for 4 years of required experience with a high school diploma.
An associate degree may be substituted for 2 years of required experience with a high school diploma.
A professional certification in a relevant field may be substituted for 4 years of required experience with a high school diploma.

GSA Offering – Consulting (GSA Rates)

SIN	Labor Category	GSA Price (including IFF)
54151S	Vice President	$363.92
54151S	Vice President 2	$370.50
54151S	Vice President 3	$385.54
54151S	Director	$311.72
54151S	Director 2	$316.43
54151S	Director 3	$330.61
54151S	Senior Manager	$259.22
54151S	Senior Manager 2	$285.78
54151S	Senior Manager 3	$296.78
54151S	Manager	$208.68
54151S	Manager 2	$225.69
54151S	Manager 3	$245.40
54151S	Senior Consultant	$177.08
54151S	Senior Consultant 2	$185.69
54151S	Senior Consultant 3	$195.26
54151S	Consultant	$156.81
54151S	Consultant 2	$162.47
54151S	Consultant 3	$170.03

Service Level Details

Accessing Info-Tech Services

Our Services include an easy-to-administrate access model that will allow maximum access by IT team members. Each Research Member is assigned a username and password and receives a new user tour upon registration.

Our services are provided via the web and are supported on the following web browsers:

- Chrome 55+
- Edge 12+
- Firefox 52+
- Safari 10+
- IE 11+

It is possible that our web-based services will run without issue on older software; however, we do not currently actively test using browser versions older than those listed above.

All online downloads are available in either MS Office or PDF formats and may also be available in compressed ZIP archives of the same formats.

We have clients in a wide variety of locations and time zones, and we accommodate them based on the times that are common to our respective time zones.

Analysts are available at their earliest opportunity, but due to the amount of preparation involved, a minimum of 24 hours lead time is required. Generally, if there are no travel complications, analysts are available within 2-3 business days of the request.

Dedicated Account Management

Info-Tech will provide members (license/seat holders) with an Account Manager who will be the main point of contact for all IT research & advisory service requirements.

These requirements include (but are not limited to):

- Onboarding all new members via teleconference.
- Creation and delivery of a Key Initiative Plan to align Info-Tech resources to the user's specific requirements and needs based on role and upcoming technology projects.
- Handle all basic service requests (adding/deleting members, sending documents, answering all membership questions, sending usage reports, renewal duties, etc.).
- Book advisory services for members such as analyst calls, Guided Implementation calls, Workshop requests, contract review calls, data-driven diagnostic benchmarking programs, etc.
- Scheduled touchpoint to ensure maximum usage by the members.

Info-Tech's Account Manager will be one dedicated person supported by a team. Users will also have access to Info-Tech's entire bench of research analysts and subject matter experts to guide them through technology projects via their advisory services access. It is important to note that while the Account Manager will be one dedicated person, members will have access to hundreds of IT experts through their account manager and membership subscription services.

All these management services are included within the overall services offered to Info-Tech members. Please note it is Info-Tech's mission to ensure our services are used, not just read. We will work with your team tirelessly to ensure all named members get the absolute most out of their membership and drive year-over-year services to provide ongoing and dedicated support to project success and sustainability.

Info-Tech has self-serve options in terms of booking calls, diagnostic programs, requesting research, etc. on our site that the members will all have access to. However, the dedicated Counselors and account management team will have developed project and technology plans to drive the membership services unique to the specific needs of the various members and shape the research and project assistance over a 12-month span. Info-Tech's dedicated account manager will also work with non-named users via the named users for training program access and shared research and advisory service inclusion access.

Info-Tech GSA Approved Terms of Use

Exhibit A

This document states the terms and conditions under which you may use this website and the Services, which are the property of Info-Tech Research Group Inc., ("Info-Tech"). Executing this Agreement or the accompanying purchase order in writing constitutes acceptance of these terms and conditions.

1. General Use Restrictions

Info-Tech services, advice, materials, products, websites and network (collectively the "Services") are to be used for the User's (meaning a named individual user that uses the publicly available Services, or is authorized by Info-Tech in a service agreement to use the Services that require paid access) use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as Info-Tech otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to Info-Tech or upload to any Info-Tech site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, Trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet-based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

2. Copyright

The Services are © Info-Tech Research Group Inc. All rights reserved.

The Services are owned by and copyrighted by Info-Tech and other parties and may contain trademarks of Info-Tech or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

User may use the Services solely for their own information purposes pursuant to the terms and limitations of the paid subscription. The User may download any of the Service's tools or templates for their individual use, but may not distribute any articles, tools, templates or blueprints internally, subject to the exceptions below.

Info-Tech is proud of and believes in the value of the Services it provides to Users. Info-Tech also appreciates referrals that Users generate by forwarding articles, tools and templates downloaded from the Services to non-Users. Info-Tech encourages Users to forward copies of individual articles, tools, templates and blueprints contained in the Services to colleagues and others who may be interested Info-Tech's Services in order for the recipient to evaluate Info-Tech's Services ("Evaluation Copy"), provided all copyright, trademark and other notices are not altered or removed. For greater

certainty, Users may forward Evaluation Copies of articles, tools, templates and blueprints contained in the Services to other non-User individuals both internal and external to the User's organization strictly for the purpose of the recipient's evaluation of Info-Tech's Services and not for any other purpose or use.

User acknowledges and agrees that they will forward Evaluation Copies to non-Users for the sole purpose of the recipient non-User's evaluation of Info-Tech's Services. Info-Tech reserves the right to review, at its sole discretion, User's account for forwarding activity, including but not limited to reviewing the quantity and description of any Evaluation Copies forwarded as well as the identification and contact information of the recipients of all Evaluation Copies. The User acknowledges that Info-Tech views Evaluation Copies as a referral system and understands that Info-Tech may attempt to contact the recipient non-User in order to assess their satisfaction with the Evaluation Copy and interest in Info-Tech's Services. User also acknowledges and agrees that Info-Tech reserves the right, at Info-Tech's sole discretion, to limit or disable User's ability to forward Evaluation Copies of articles, tools, templates and blueprints upon review of User's forwarding activities.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without Info-Tech's written permission, and without limiting the generality of the foregoing, the User will not:

a. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
b. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
c. post any Service to any other online service (including bulletin boards or the Internet);
d. sublicense, lease, sell, offer for sale or assign the Service; or
e. use Info-Tech's name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by Info-Tech. Users must maintain and protect the confidentiality of any password(s) and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889 (US) or 1-844-618-3192 (CAN).

4. User Submissions

Info-Tech's research services include the ability for clients to contribute content for publication on Info Tech's websites. If your account is used to submit, post, or add content to Info-Tech's websites, (collectively "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

By using Info-Tech's research services, you agree that none of your User Submissions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's websites are available to the public, we cannot guarantee that User Submissions on Info-Tech's websites will remain confidential.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions.

If you believe that any User Submissions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please contact us.

You acknowledge, consent and agree that Info-Tech may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Info-Tech, its users and the public.

5. Non-Disclosure of Confidential Information

In consideration of, and reliance upon, the covenants of Company and Info-Tech herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "Confidential Information"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to such disclosure, and (ii) it is memorialized in writing within fifteen (15) days following such disclosure by the Disclosing Party. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly marked as Confidential Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form). Information shall not be considered Confidential Information if such information is actually non-confidential:

- It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- It was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

Except as provided herein, Confidential Information shall include, without limitation, proprietary, technical, marketing, operating, performance, cost, business pricing policies, programs, inventions, discoveries, trade secrets, techniques, processes, source code, unlinked object modules, computer programming techniques, and all record bearing media containing or disclosing such information and techniques disclosed pursuant to this Agreement. Information regarding current products shall be treated as non-Confidential Information unless marked "Confidential".

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.

Info-Tech recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

6. Term

Many of the Services are "subscription" services that have a fixed term. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Info-Tech shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7. [Reserved]

8. [Reserved]

9. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable but Info-Tech does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. Info-Tech does not provide legal, accounting or other professional advice, nor should any advice from Info-Tech be construed as such. We encourage you to seek professional advice whenever necessary.

Info-Tech expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although Info-Tech takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, Info-Tech cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

Info-Tech does not endorse third-party products or services. Info-Tech assesses and analyzes the effectiveness and appropriateness of information technology in the context of a general business environment only unless specifically hired by a User to assess in the context of their own environment.

This agreement does not limit or disclaim any of the warranties specified in the GSA schedule 70 contract under far 52.212-4(O). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the federal acquisition regulations, and the contract disputes act, 41 U.S.C. 7101-7109.

10. Limitation of Liability

In no event is Info-Tech liable for any direct, special, indirect, consequential, incidental, punitive or other damages however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, (including without limitation damages for lost profits, business interruption or loss arising out of the use of or inability to use the Services, or any information provided in the Services, or claims attributable to errors, omissions or other inaccuracies in the Service or interpretations thereof), even if Info-Tech has been advised of the possibility of such damages. Info-Tech's total liability shall in no event exceed the amount paid by the User for the Service in question.

The User acknowledges that Info-Tech has set its prices and sold the Services in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if the contract between the User and Info-Tech is found to have failed in its fundamental or essential purpose or has been fundamentally breached.

This agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including the false claims act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA schedule contract (e.g., Clause 552.238-75 – Price reductions, clause 52.212-4(H) – patent indemnification, and GSAr 552.215-72 – Price adjustment – failure to provide accurate information).

11. Links to Third-Party Sites

Any third-party sites that are linked to the Services are not under Info-Tech's control. Info-Tech is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Info-Tech provides links as a convenience only and such links do not imply any endorsement by Info-Tech of those sites.

12. Investment Advice

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and Info-Tech assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

13. Governing Law

This site and agreement is governed by the Federal laws of the United States, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods.

14. Privacy

A User's right to privacy is of paramount importance to Info-Tech. See our Privacy Policy below for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

15. Contact Information

CORPORATE COUNSEL
Toll-free (US): 1-888-670-8889
Toll-free (CAN): 1-844-618-3192
International: +1-519-432-3550

Info-Tech GSA Approved Privacy Policy

This is the privacy policy of Info-Tech Research Group Inc. ("Info-Tech"). This document explains Info-Tech's policies for the collection, use and disclosure of personal information.

The information we collect

Info-Tech collects information by various methods including information actively provided by its lead providers and its customers and information arising from customer surveys and general feedback.

The types of personal information we collect include name, contact information, identification information, and credit information. Credit card information is used for billing purposes only. We may record calls to or from our customer service representatives for purposes of accuracy, performance reviews, training and general quality assurance.

How we use this information

This information is used to provide our various products including customer service, accounting, billing, collections, and the marketing of other Info-Tech products.

Info-Tech may use aggregate or anonymous information, which will not be linked to identified individuals, for various other uses for itself and third parties. The identity of our corporate clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

Info-Tech users may have the option to participate in online discussion communities. Such communities are exclusive communities for certain Info-Tech subscribers and are accessible only by subscribers through their Info-Tech login name and password. Participation in the community is completely voluntary. By opting into the community, subscribers agree to share basic contact information (Name, Company, Address) with their peers in the community.

Who we share this information with

Info-Tech does not share personal information with any third parties except as disclosed in this policy. Info-Tech may provide personal information to Info-Tech's consultants, subcontractors and professional advisors (which shall be bound by privacy obligations) to assist Info-Tech's uses disclosed herein.

Security

Personal information is stored in a combination of paper and electronic files. They are protected by security measures appropriate to the nature of the information.

Accessing information

Individuals may review their personal information contained in Info-Tech files by contacting the Info-Tech privacy officer. If an individual believes that any of their personal information is inaccurate, we will make appropriate corrections.

Cookies

Cookies are used by Info-Tech for the convenience of our users. They are used to streamline access to the online subscriber service. Cookies automatically authenticate the user. A user can access Info-Tech products with the cookie feature turned off; however, in doing so they may find themselves challenged for username and password information on multiple occasions. Info-Tech also uses cookies to track user's visits and uses that information to improve the user's experience and track use of our products.

Links
Info-Tech seeks out the best web sources and resources for our advisory services. Many of our pages contain links to information at other websites. When you click on one of these links, you are moving to another website. We encourage you to read the privacy statements of these linked sites as their privacy policy may differ from ours.

General
Notwithstanding the general terms of this policy, the collection, use, and disclosure of personal information may be made outside of the terms herein to the extent provided for in any applicable privacy or other legislation in effect from time to time.

Info-Tech may disclose personal information to another entity purchasing (including for diligence purposes prior to purchase) the assets of Info-Tech, provided that entity abides by this or a similar privacy policy.

Opt-out
If at any time you would like to discontinue email communication from Info-Tech Research Group, please notify us via the Contact Us page.

Contact us
For more information on Info-Tech and privacy please contact our Privacy Officer at:

CORPORATE COUNSEL
Toll-free (US): 1-888-670-8889
Toll-free (CAN): 1-844-618-3192
International: +1-519-432-3550

McLean & Company GSA Offering – Service Levels (SIN 54151S)

Each MLE account (>500 employees) requires a minimum of 2 Advisory/Leadership/Counselor-level seats.

F24 Pricing

SIN	MFR Part No.	Product Group	Product Name	Product Description	Unit of Issue	Discount Price Offered to GSA (including IFF)
54151S	M24-008	McLean's Executive & Leadership Service Levels	McLean Executive Counselor Membership	A high-touchpoint, customized experience to help CHROs develop themselves and their teams while increasing personal and functional strategic impact. Receive 1:1 support from a highly experienced HR leader who has faced similar challenges. Includes all features of the Leadership Membership PLUS: • Dedicated Executive Counselor • 2 remote or onsite full-day analyst visits • Guidance to understand and prepare for boardroom-level challenges • Fully personalized Leadership Development Accelerator Plan • Price Benchmarking & Negotiation (for select HR technology vendors) • 90 Day "Follow-Me" Service • Personal invitation to our annual HR Executive Peer Forum • Additional event ticket: 1 Signature event ticket or 1 training program ticket (transferable) Each MLE account (>500 employees) requires a minimum of 2 Advisory/Leadership/Counselor-level seats.	Per Year	$50,251.89

F24 Pricing

54151S	M24-006	McLean's Executive & Leadership Service Levels	McLean Leadership Membership	Employ hands-on support to transform the HR department while developing your capacity as a strategic leader through personalized counseling and valuable peer networking opportunities. Includes all features of the Advisory Membership PLUS: • Dedicated Executive Advisor • Prescheduled and ad hoc meetings to move your agenda forward • Custom Key Initiative Plan developed with you by your Executive Advisor • Quarterly peer-to-peer roundtable (virtual) • Contract review for HR technology • Your choice of 1 Signature event ticket or 1 training program ticket (transferable) Each MLE account (>500 employees) requires a minimum of 2 Advisory/Leadership/Counselor-level seats.	Per Year	$24,312.34
54151S	M24-005	McLean's Executive & Leadership Service Levels	McLean Advisory Membership	Leverage unlimited access to our team of advisors, diagnostic suite*, library of best practice tools, templates, training materials, and step-by-step methodologies that are proven to accelerate projects and transform HR departments. The Advisory Membership includes: • Dedicated Account Manager • Unlimited advisory assistance • Access to diagnostics* • Full web content access • Online eLearning Academy access * Up to 500 employees are included as part of the employee lifecycle diagnostics for a single Advisory/Leadership/Counselor seat purchase. Each MLE account (>500 employees) requires a minimum of 2 Advisory/Leadership/Counselor-level seats and each additional seat beyond the first two will cover an additional 2,000 employees per seat.	Per Year	$17,133.50
54151S	M24-003	McLean's Executive & Leadership Service Levels	McLean Team Seat (add-on to an Advisory/Leadership/Counselor-level membership only)	Full access to McLean's online content and Academy courses. Can only be purchased as an add-on to an Advisory/Leadership/Counselor-level membership. • Role-based access to all research and project methodologies • Full web content access • McLean Academy eLearning program	Per Year	$2,512.59

F24 Pricing

54151S	WSHOP M24-007	Membership Add Ons	McLean Onsite Workshop Membership (per workshop with membership)	Add an Onsite Workshop to a McLean membership to obtain our lowest Workshop prices. Onsite Workshops offer an easy way to accelerate your project. We take you through every phase of your project and ensure that you have a roadmap in place to complete your project successfully. Over the course of one week, our expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team.	Each	$27,853.90
54151S	WSHOP M24-005	Membership Add Ons	McLean Online Workshop Membership (per workshop with membership)	Add an Online Workshop to a McLean membership to obtain our lowest Workshop prices. Online Workshops offer an easy way to accelerate your project. We take you through every phase of your project and ensure that you have a roadmap in place to complete your project successfully. Over the course of one week, our expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team.	Each	$18,760.71
54151S	WSHOP M24-007	Membership Add Ons	McLean Remote Focus Group Facilitation (Onsite Workshop)	Receive 15-18 hours of facilitated onsite focus groups plus a 1-2 hour debrief.	Each	$27,853.90
54151S	WSHOP M24-005	Membership Add Ons	McLean Remote Focus Group Facilitation (Online Workshop)	Receive 15-18 hours of facilitated online focus groups plus a 1-2 hour debrief.	Each	$18,760.71
54151S	M22T-010 + WSHOP M24-010	Membership Add Ons	McLean Remote Focus Group Facilitation (Onsite- Ad-hoc)	Receive 5-6 hours of facilitated onsite focus groups plus a 1-2 hour debrief.	Each	$16,559.19
54151S	M22T-010	Membership Add Ons	McLean Remote Focus Group Facilitation (Online - Ad-hoc)	Receive 5-6 hours of facilitated online focus groups plus a 1-2 hour debrief.	Each	$7,465.99

F24 Pricing

54151S	WSHOP M24-010	Workshop Add-Ons	Online to Onsite Workshop Membership Upgrade	Upgrade an online workshop membership to an onsite workshop membership.	Each	$9,093.20
54151S	M24T-020	Membership Add Ons	McLean Management Fundamentals Onsite Training Course	Provide managers with the opportunity to study management concepts at their own pace, from the comfort of their home or office, over multiple weeks. McLean & Company facilitators guide live discussions with participants to deepen learning. The Management Fundamentals Online program spans 12 weeks, and each cohort can include up to 25 participants.	Per Year	$38,478.59
54151S	M24T-003	Membership Add Ons	McLean Management Fundamentals Online Training Course (one cohort with membership)	Provide managers with the opportunity to study management concepts at their own pace, from the comfort of their home or office, over multiple weeks. McLean & Company facilitators guide live discussions with participants to deepen learning. The Management Fundamentals Online program spans 12 weeks, and each cohort can include up to 30 participants.	Per Year	$29,385.39
54151S	M24T-001	Membership Add Ons	McLean Management Fundamentals Online Leadership Session (add-on to Management Fundamentals Cohort)	This add-on session allows managers of Management Fundamentals Online participants become familiar with key concepts to sustain change. A one-hour eLearning module and a 90-minute facilitated session will introduce your leaders to these concepts and prepare them with a common language to support their people. Each cohort can include up to 30 participants. This session cannot be sold separately.	Per Year	$4,785.89

F24 Pricing

54151S	M24T-007	Membership Add Ons	McLean Facilitated Remote Training	Develop your managers with our varied, interactive, remote training sessions that are 3 hours each. A minimum of 7 up to a maximum of 15 participants are required. Topics include: • Lead Through Change • Effectively Manage Remote Teams • Build Key Resilience Behaviors • Master the 3i's of Employee Engagement • Adopt Inclusive Leadership Behaviors • Give Effective Feedback & Coaching • Solve Problems Using Systems Thinking • Provide Impactful Feedback • Master Difficult Conversations	Per Year	$6,365.24
54151S	M22T-013	Membership Add Ons	McLean High Performing Teams Training (up to 15)	In two three-hour sessions, a manager and their team develop a deeper understanding of their strengths and those of others. This training includes an SDI 2.0 strengths assessment for each participant with a team debrief and guided team charter build. A minimum of 7 up to a maximum of 15 participants are required.	Per Year	$15,027.71
54151S	M23T-023	Membership Add Ons	Essentials for Leaders of Leaders	Developed intentionally for leaders of leaders, our blended learning program is designed to be integrated into your leaders' daily schedules with bite-sized, varied content blocks that flex around other time commitments, practical activities that encourage immediate application, and intentional peer-to-peer learning opportunities. Learners will also apply their insights with a real, organization-specific strategic project in small groups to apply key lessons learned while driving the strategic imperatives of the organization. Private online cohort with up to 15 participants.	Per Year	$29,385.39
54151S	M22D-001	Membership Add Ons	DEI Foundations for Leaders - One Cohort	Equip your managers with the tools they need to support the organizational DEI journey, cementing your efforts to create a workplace where everyone thrives. This blended program introduces participants to key concepts through engaging eLearning modules, provides an opportunity to deepen their reflection through guided peer coaching triads and finally to challenge their thinking in facilitated sessions. Private online cohort with up to 30 participants.	Per Year	$12,730.48

F24 Pricing

54151S	M24-900	Membership Add Ons	McLean Elevate HR Online	Elevate HR is an interactive online program designed to develop strategic HR leaders by homing in on key competencies and leadership behaviors through expert facilitation, engaging activities, and peer learning. Private online cohort with up to 30 participants.	Per Year	$47,858.94
54151S	M24T-017	Membership Add Ons	Strategic HR Essentials Training Program (Up to 15)	Develop your HR team's ability to partner with and guide the business in fast-moving and uncertain times. Participants will build skills through real-life examples and activities that weave together organizational needs and stakeholder challenges to drive HR initiatives across the finish line. Private online cohort with up to 15 participants.	Per Year	$12,730.48
54151S	M24T-010	Membership Add Ons	Leadership Development Coaching (Up to 10 Leaders, 3 sessions with membership)	One-on-one coaching with our trained coaches. Each leader enrolled in the program receives 3 coaching sessions per year. Coaching may be paired with our 360, Management Fundamentals, Elevate HR, or Engagement program. The paired program must be purchased separately.	Per Year	$9,476.07
54151S	M24T-011	Membership Add Ons	Leadership Development Coaching (11 to 20 Leaders, 3 sessions with membership)	One-on-one coaching with our trained coaches. Each leader enrolled in the program receives 3 coaching sessions per year. Coaching may be paired with our 360, Management Fundamentals, Elevate HR, or Engagement program. The paired program must be purchased separately.	Per Year	$17,324.94
54151S	M24T-012	Membership Add Ons	Leadership Development Coaching (21 to 30 Leaders, 3 sessions with membership)	One-on-one coaching with our trained coaches. Each leader enrolled in the program receives 3 coaching sessions per year. Coaching may be paired with our 360, Management Fundamentals, Elevate HR, or Engagement program. The paired program must be purchased separately.	Per Year	$25,556.68

McLean & Company Membership Features

	Executive Counselor Membership	Leadership Membership	Advisory Membership	Team Membership	Reference Membership
Service Delivery					
Dedicated Executive Counselor	✓				
Dedicated Executive Advisor		✓			
Dedicated Account Manager	✓	✓	✓	✓	
Custom Key Initiative Plan	✓	✓	✓	✓	
Advisory Services					
Online or Remote Counselor Visits	2/year				
Quarterly Virtual Leadership Peer-to-Peer Roundtables	✓	✓			
Facilitated Networking and Special Interest Groups	✓				
Personal 360 Feedback Results Debrief	✓	✓			
Annual HR Executive Peer Forum	✓				
HR Technology Contract Review Service	✓	✓			
Price Benchmarking & Negotiation Service	✓				
Unlimited Analyst Calls	✓	✓	✓		
Research & Learning Solutions Content					
Role-Based HR Research	✓	✓	✓	✓	✓
Classroom Training Decks	✓	✓	✓	✓	✓
LMS-Ready Downloads	✓	✓	✓	✓	✓
Tools & Templates Library	✓	✓	✓	✓	✓
Software Selection Content	✓	✓	✓	✓	✓
Diagnostic & Learning Experiences					
McLean Academy Training Platform	✓	✓	✓	✓	✓
Signature Event or Training Program Ticket	2/year	1/year			
HR Stakeholder Management Diagnostic	✓	✓	✓		
HR Management & Governance Diagnostic	✓	✓	✓		
360 Feedback Platform	✓	✓	✓		
Employee Lifecycle Diagnostics: New Hire, Engagement & Exit*	✓	✓	✓		
McLean Connect Dashboard*	✓	✓	✓		

* Up to 500 users only. Custom pricing for larger organizations, where applicable.

McLean & Company Product Offering

Membership Types	
Executive Counselor Membership	Our highest level of service, this membership is a high-touchpoint, customized experience to help CHROs develop themselves and their teams while increasing personal and functional strategic impact. Receive 1:1 support from a highly experienced HR leader who has faced similar challenges. Included are 2 virtual or onsite meetings annually, HR Executive Peer Forum and 90-day "follow-me" service.
Leadership Membership	Executive Advisors provide strategy planning support calls to members to help curate membership content and ensure they succeed against their initiatives.
Advisory Membership	Leverage unlimited access to our team of advisors, diagnostic suite*, and library of best-practice tools, templates, training materials, and step-by-step methodologies that are proven to accelerate projects and transform HR departments.
Team Seat Access	Full access to McLean & Company's online content and Academy courses. Can only be purchased as an add-on to an Advisory-level and above membership.
Onsite Membership Add-Ons	
+ Workshop	Over one week our facilitators customize our frameworks to your unique situation and develop your team as they work through a critical initiative.
+ Management Fundamentals Cohort	Provide managers with foundational skills for successful people management. Online Delivery – 12 weeks
Leadership Support Session	This blended learning session helps managers of Management Fundamentals Online participants to become familiar with key concepts to sustain change. This session cannot be sold separately. Online Delivery.
McLean Facilitated Remote Training	
Online Training Sessions	Develop your managers with our varied, interactive, remote training sessions that are each 3 hours long. Please note there is a minimum of 5, up to a maximum of 15, participants required. Topics include: • Lead Through Change • Leading Hybrid Teams • Build Key Resilience Behaviors • Provide Impactful Feedback • Adopt Inclusive Leadership Behaviors • Give Effective Feedback & Coaching • Build Data Literacy for HR • Master Difficult Conversations • Master the 3i's of Employee Engagement • Foundational Communication Skills • Emotional Intelligence in Leadership
Workshops	
McLean Remote Workshop Add-on Session	Additional day of core workshop. Can be added to an existing Workshop only and not purchased as a standalone.
Development Programs	
McLean Elevate HR Online	Elevate HR Online is an interactive program designed to develop strategic HR leaders by honing in on key competencies and leadership behaviors through research-driven facilitation, engaging activities, and peer learning.
Coaching: Leadership Development Coaching	Leadership Development Coaching is tied directly to the 360 Feedback assessment results. Our trained coaches work one-on-one with your leaders in a confidential environment to accelerate their self-awareness and development.
Coaching: Leadership Development Coaching With Management Fundamentals	Management Fundamentals is a twelve-week interactive program that combines live online group learning sessions with individual eLearning modules on nine topics fundamental to people leadership. Our trained coaches work one-on-one with your leaders in a confidential environment to accelerate their self-awareness and development.
Coaching: Leadership Development Coaching With Elevate HR	The Elevate HR program is a four-month program designed to help HR professionals develop a strategic HR mindset. It is an interactive learning experience combining individual eLearning courses and a series of live online sessions with other HR professionals. Our trained coaches work one-on-one with your leaders in a confidential environment to accelerate their self-awareness and development.

* Up to 500 users only. Custom pricing for larger organizations, where applicable.

Full DEI Strategy Workshop Support

We offer support in building the organization's DEI strategy.

McLean & Company provides the resources and offerings to support the creation of a DEI strategy that will help the organization support a diverse employee base in an equitable and inclusive manner.

Diagnostic Focus Groups

Following the completion of the DEI Survey or DEI Pulse, we will:

- Debrief executive team on the survey results.
- Select categories for action planning.
- Determine makeup of focus groups.
- Facilitate up to four employee focus groups (with 8-10 participants per focus group), each two hours long, and up to two manager focus groups, also each two hours long.
- Compile results of focus groups into comprehensive report, including short-term and long-term recommendations.
- Debrief focus group feedback.
- Review and prioritize employee initiatives.

Create a Diversity, Equity, and Inclusion (DEI) Strategy

In the Online DEI Strategy Workshop we will:

- Gather additional data assessments.
- Conduct a current-state analysis.
- Determine the purpose of DEI.
- Identify key communication messages and timing.
- Select initiatives and plan to launch the strategy.
- Build draft action plans.

DEI Governance Model Development

- Identify the recommended governance model.
- Conduct a stakeholder analysis and identify change agents and champions.
- Identify roles and accountabilities for each component of the governance model.

Action & Communication Planning

- For each milestone, identify action steps that must occur to complete it and indicate who owns the action, which groups are involved, who will perform the action, any risks associated with it, whether communication is required, the start and end dates, and if there are associated prerequisites or dependencies.
- For any milestones that require communication, outline key messaging, communicator, etc.

Employee Lifecycle Analysis

- Analyze the people implications and identify who is part of each stage of the employee lifecycle.
- Analyze the process implication and evaluate the existing processes to identify systemic changes needed to improve DEI at each stage of the lifecycle.
- Analyze the technology implications and assess the technology or other resources used in each stage of the lifecycle for inequities.

McLean & Company's Executive & Leadership Service Levels

Executive Counselor Membership

Includes all features of the Leadership Membership PLUS:
- 2 online or onsite analyst visits
- Prescheduled and ad hoc calls to move your agenda
- forward
- Guidance to understand and prepare for boardroom-level challenges
- Fully personalized Leadership Development Program
- Additional event ticket: 1 Signature event ticket or 1 training program ticket (transferable)
- Exclusive access to our annual HR Executive Peer Forum
- 90-day "Follow-Me" service

Leadership Membership

Includes all features of the Advisory Membership PLUS:

- Dedicated Executive Advisor
- Quarterly Virtual Leadership Peer-to-Peer Roundtable
- One 360 Feedback personal evaluation and results session
- Contract review for HR technology
- Your choice of 1 Signature event ticket or 1 training program ticket (transferable)

Advisory Membership

- Dedicated Account Manager
- Unlimited advisory assistance
- Access to diagnostics
- Full web content access
- Academy eLearning program

Team Seat

- Role-based access to all research and project methodologies
- Full web content access
- McLean Academy eLearning program



Executive & Leadership Access

Each MLE Account (>500 employees) requires 2 Advisory-level seats

*Executive Counselor Memberships are exclusive and only available to the most-senior HR leader

McLean & Company Executive Counselor Membership

Highly Personal Service and Peer Networking

Dedicated Counselor Service

Benefit from an experienced HR leader who has walked in your shoes. A dedicated Counselor will provide you with 1:1 coaching to accelerate your personal development and help you tackle professional challenges. Book scheduled meetings to stay on track or call your Counselor whenever you need them. Receive two online full-day sessions throughout the year to work on whatever you'd like.

Boardroom Preparation

Boards and executive teams are seeking more input from HR, which means CHROs need to speak their language. We'll help you understand and prepare for the boardroom-level challenges you're facing and gain buy-in for HR initiatives.

Personalized Leadership Development Accelerator Program

Start with a 360-degree review to get a holistic perspective of your leadership performance. Then, work with your Counselor to review your leadership brand. With this information, set goals for improving your brand and reaching your own development goals.

Annual HR Executive Peer Forum

This full-day event will accelerate your personal learning and development. Explore the latest research and best practices and make meaningful connections with CHRO peers.

90-Day "Follow-Me" Service

If you are in a time of transition, McLean & Company will continue to support your personal development for 90 days after you leave your current role as well as support the incoming CHRO.

Also Includes Features From:

- Leadership Membership
- Advisory Membership
- Team Seat

Online Advisory Sessions

This is your time to leverage the experience and knowledge of your Counselor with a full-day online session. Your Counselor will help you untangle your most urgent challenges and take advantage of upcoming opportunities.

+ 2 Remote or Onsite Full-Day Analyst Visits

Session Ideas:

- Make a strategic HR plan
- 1:1 coaching and development planning
- Explore best practices in HR strategy
- Prepare for an important meeting or pitch



McLean & Company Leadership Membership

Develop as an Organizational Leader

You'll get a dedicated Executive Advisor, who is a former HR leader with deep experience across many research areas. They will help you identify strategic initiatives, prioritize projects, mitigate challenges, find the relevant research or subject matter experts, and stay on track. We recommend you meet at a minimum quarterly for a touchpoint, in addition to the unlimited advisory calls while working with our SME advisory team, with flexibility to leverage additional touchpoints and select advisory calls with your Executive Advisor as you work toward delivering key initiatives.

Quarterly Leadership Peer-to-Peer Roundtable (virtual)

Leverage the expertise of fellow senior HR leaders in Quarterly Leadership Peer-to-Peer Roundtables. These 60-minute facilitated discussions are an opportunity to network and collaborate in an open, honest, and inclusive virtual space.

Event Opportunities

Your choice of one ticket to McLean & Company's Signature conference or one ticket to our Elevate HR Online strategic leadership development course is included. Ideally, we'd like you to benefit from these events, although the ticket could be transferred to a colleague.

Contract Reviews

Whether you're purchasing or renewing, our analysts will help you optimize all your software purchases:

- Know the right and wrong price for the software you're purchasing.
- Manage future costs.
- Improve your contract negotiation skills.
- Home in on the optimal contract language.

Leadership Development Feedback Tools

360 Feedback Program

Get a holistic perspective on performance with a comprehensive competency evaluation from subordinates, peers, and managers.

Also Includes Features From:

- Advisory Membership
- Team Seat

McLean & Company Advisory Membership

Systematically Improve HR

Dedicated Account Manager
Work with someone familiar with your role and organization so they can expertly guide you through your biggest challenges and major projects, then direct you to the most relevant research resources and experiences, ensuring you get the most value from your membership and maximize HR performance.

HR Diagnostics

HR Diagnostics Programs
McLean & Company diagnostics are the simplest way to collect the data you need to develop actionable insights.

- 360 Feedback
- Employee Engagement Program*
- McLean Employee Experience Monitor*
- New Hire Survey*
- Employee Exit Survey*
- Diversity, Equity & Inclusion Engagement Pulse
- Employee Retention Pulse Survey
- HR Management & Governance Diagnostic
- HR Stakeholder Management Survey

*Not included in all Advisory memberships. Refer to your Account Director for included diagnostic programs and users supported.
Additional fees may be required for multilingual surveys.

Also Includes Features From:

- Team Seat

Core HR Processes

Best-Practice Research
A comprehensive, connected methodology for improving core HR processes.

Tools & Templates
Powerful tools and templates to help your team identify what's wrong and take action.

Classroom Training and LMS-Ready Downloads
Access to our ready-to-deliver training modules and materials to develop high-impact leaders.

Expert Advice

Unlimited Advisory Assistance Access
Unlimited phone access to our subject matter experts to guide you through your most challenging human resources projects.



McLean & Company Team Seat Access

Core Project Research and Thought Leadership

Account Manager

Your Account Manager will ensure you get the most value from your membership by helping you understand your entitlements and the resources you can leverage to help you excel in your role.

HR Practice-Based Research
100+ instructional blueprints for implementing proven methodologies across core HR practices:

- HR Strategy
- Culture
- Talent Management
- Talent Acquisition
- Total Rewards
- Learning & Development
- HR Technology & Operations

Tools & Templates
Powerful tools and templates to help your team identify issues and take action.

Classroom Training & LMS-Ready Downloads
Access to our ready-to-deliver training modules and materials to develop high-impact leaders.

HR Software Reports by SoftwareReviews
Detailed reviews of enterprise software, collected from real users and analyzed, provide an in-depth view into products and vendors to help with procurement.

Policy Library
An extensive collection of policy templates to expedite authoring and mitigate risk.

McLean Academy
McLean Academy is a series of online professional development courses built around our HR framework and delivered by subject matter experts.



McLean & Company Management Fundamentals On-

Help new people managers quickly excel with this interactive, blended learning experience.

Program Outline

Section 1
Team Management
- Communicate Effectively and Build High-Performing Teams
- Manage Performance
- Give Feedback and Coaching

Section 2
People Development
- Delegate and Distribute Leadership and Create Accountability
- Master Difficult Conversations and Conflict
- Provide Effective Recognition

Section 3
Personal Leadership Development
- Master the Management Mindset
- Build Key Resiliency Behaviors
- Craft a Compelling Leadership Brand
- Create an Action Plan

What Is It Like to Participate?



Managers begin this 12-week program with a live online kick-off meeting hosted by our facilitators. This is the first of several live sessions designed for interaction and peer-to-peer discussion.



Learners have one week to complete each module, which includes a video lecture (25 minutes to one hour), individual activities, and a collaborative learning community activity with other participants.



At the end of the program, several reinforcements will be provided to facilitate learning application.



Participants will download and print associated handouts to take notes and complete activities during each module.

Boost performance through training that provides first-time managers with the basics of people management.

McLean & Company Management Fundamentals Online

Program Structure



People Development



Personal Leadership Development



McLean & Company Elevate HR Online

A training program designed to develop a strategic HR mindset.

Program Outline

Elevate HR Online helps HR professionals focus on:

1. **Building relationships** to provide value to internal and external stakeholders.
2. **Business acumen and financial literacy** to develop an understanding of the business and industry to inform talent decisions.
3. **Data literacy** to identify, interpret, and tell a story with talent data.
4. **Organizational awareness** to more effectively align HR advice and strategic direction with organizational objectives.
5. **Developing as integrated leaders** to unravel the knotty challenges that today's organizations face.

A multi-month blended learning experience including:

- Self-paced eLearning modules of varying length
- Live online sessions to encourage cohort interaction
- Varied activities designed to encourage immediate framework application
- Structured discussion questions to facilitate peer-to-peer discovery and learning
- Supporting McLean resources to reinforce learning and application

You'll also complete the 360 Feedback assessment both before and after the program and multiple post-program learning reinforcements including a final case study.

With this blended learning experience, boost HR skills, develop key leadership capability for the future, and build a world-class professional network.

McLean & Company Full-Service Diagnostic Programs

Improve Employee Experience and HR Processes

New Hire Survey
Ensure recruiting and onboarding programs are effective by surveying new employees.

Employee Engagement
Move beyond measuring job satisfaction with a comprehensive view of engagement.

Diversity, Equity, and Inclusion Engagement Pulse
Take a thoughtful approach to mobilize inclusion efforts across your organization.

Employee Retention Pulse Survey
Identify the early signs of employee turnover and develop a talent retention strategy.

McLean Employee Experience Monitor
Evolve to leader-driven engagement with a real-time dashboard and results.

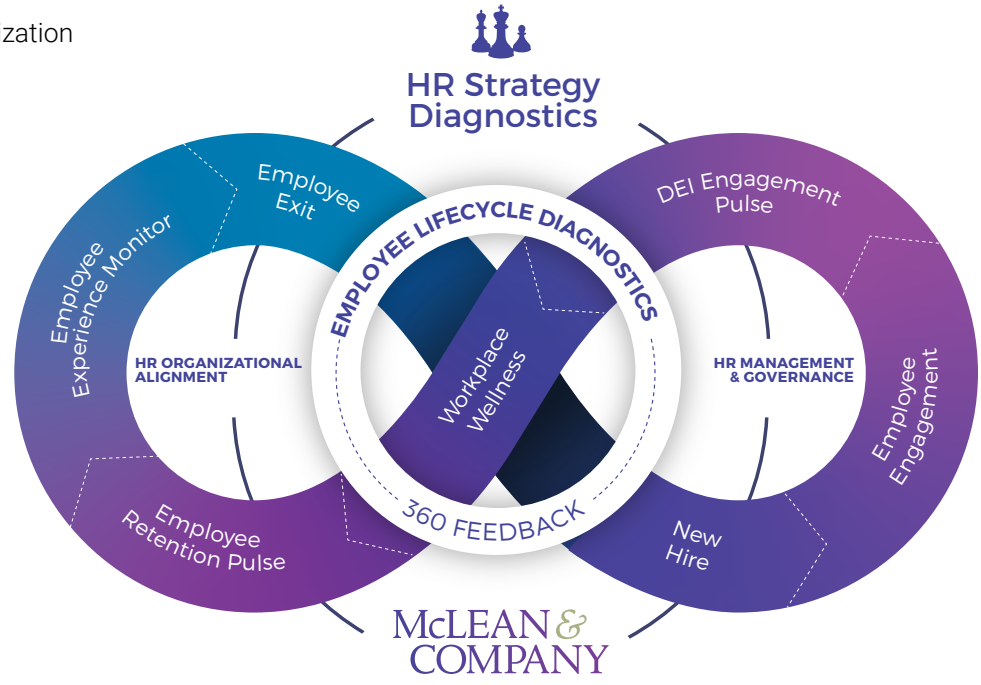
Employee Exit Survey
Understand why people leave the organization in order to proactively retain top talent.

360 Feedback
Empower employees with a holistic view of their performance to prioritize development.

Optimize the HR Department for Success

HR Stakeholder Management Survey
Align HR initiatives with business strategy and stakeholder needs.

HR Management & Governance
Improve HR's core functions and drive project success.



McLean & Company Online and Onsite Workshops

An innovative approach to kick-start strategic HR projects.

Your most pressing HR problems solved in less than one week

Within one week, our expert facilitators help you complete a key initiative, work through critical project deliverables, and engage your team. We use a learning-based approach to implement McLean & Company methodologies tailored to your unique situation.

Example Workshop

Create a People Strategy

Day 1

Identify Talent Implications of Organizational Direction

- Review strategic documentation
- Conduct a SWOT analysis
- Debrief HR Stakeholder Management Survey
- Debrief HR Management and Governance Survey
- Prioritize talent implications

Day 2

Determine Strategic Pillars and HR Outcomes

- Create strategic pillars
- Create HR outcomes

Day 3

Evaluate HR's Ability to Achieve the Outcomes

- Conduct a SWOT for HR
- Identify gaps to deliver HR outcomes
- Create initiatives and a timeline for implementation
- Review existing initiatives for alignment with new talent strategy

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The User will not use the Services for or knowingly transmit to "McLean & Company" or upload to any "McLean & Company" site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

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a. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
b. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
c. post any Service to any other online service (including bulletin boards or the Internet);

d. sublicense, lease, sell, offer for sale or assign the Service; or
e. use "McLean & Company's" name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by "McLean & Company", and if a User uses the Services by virtue of being an employee, consultant or independent contractor of a User entity that has paid for the Services, must also be authorized by that entity. Such Users who are consultants or independent contractors for another User may only use the Services exclusively for the benefit of that User entity. Users must maintain and protect the confidentiality of any password(s), and are responsible to ensure that the passwords are effective. Users shall advise "McLean & Company" immediately if they discover that their password has been compromised, at the following number 1-877-821-0480 (US & CAN).

4. User Submissions

"McLean & Company's" research services include the ability for clients to contribute content for publication on "McLean & Company's" websites. If your account is used to submit, post, or add content to "McLean & Company's" websites, (collectively, "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

When you provide any User Submission to us, you grant us, our affiliates, and our partners, a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish such User Submission, and subsequent versions thereof. You agree you will not attempt to enforce any so-called "moral rights" in your User Submission against us, our affiliates, and/or our partners. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed.

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- contain false statements or misrepresentations that could damage "McLean & Company" or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by "McLean & Company" in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because "McLean & Company's" Web sites are available to the public, we cannot guarantee that User Submissions on "McLean & Company's" Web sites will remain confidential.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions. If we become aware of User Submissions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion.

If you believe that any User Submissions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please contact us.

You acknowledge, consent and agree that "McLean & Company" may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of "McLean & Company", its users and the public.

5. Non-Disclosure of Confidential Information

In consideration of, and reliance upon, the covenants of Company and "McLean & Company" herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "Confidential Information"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to such disclosure, and (ii) it is memorialized in writing within fifteen (15) days following such disclosure by the Disclosing Party. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly marked as Confidential Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form). Information shall not be considered Confidential Information if:

- It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- It was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

Except as provided herein, "Confidential Information" shall include, without limitation, proprietary, technical, marketing, operating, performance, cost, business pricing policies, programs, inventions, discoveries, trade secrets, techniques, processes, source code, unlinked object modules, computer programming techniques, and all record bearing media containing or disclosing such information and techniques disclosed pursuant to this Agreement. Information regarding current products shall be treated as non-"Confidential Information" unless marked "Confidential".

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.

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Many of the Services are "subscription" services that have a fixed Term and must be renewed in writing at the end of the term for services to continue. Contractual term of membership is generally one (1) to three (3) years in length and is agreed to by the parties in writing. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit one (1) year after purchase. "McLean & Company" may terminate a User's access at any time if the User or the entity paying for the User's access violates the terms of use or subscription or any other agreement with Info-Tech.

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The information contained in the Services has been obtained from sources believed to be reliable but "McLean & Company" does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. "McLean & Company" does not provide legal, accounting or other

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These standard terms of use, together with any service agreements and statements of work signed by the parties, contains the complete and exclusive statement of agreement between the parties and supersedes all purchase order terms and conditions, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. These terms and conditions may not be modified except via written agreement signed by both parties.

McLean & Company GSA Approved Privacy Poli-

This is the privacy policy of McLean & Company. This document explains McLean & Company's policies for the collection, use and disclosure of personal information.

The Information We Collect

McLean & Company collects information by various methods, including information actively provided by its lead providers and its customers and information arising from customer surveys and general feedback.

The types of personal information we collect include name, contact information, identification information, and credit information. Credit card information is used for billing purposes only. We may record calls to or from our customer service representatives for purposes of accuracy, performance reviews, training and General quality assurance.

How We Use This Information

This information is used to provide our various products, including customer service, accounting, billing, and collections, and in the marketing of other McLean & Company products.

McLean & Company may use aggregate or anonymous information, which will not be linked to identified individuals, for various other uses for itself and third parties. The identity of our corporate clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

McLean & Company users may have the option to participate in online discussion communities. Such communities are exclusive communities for certain McLean & Company subscribers and are accessible only by subscribers through their McLean & Company login name and password. Participation in the community is completely voluntary. By opting into the community, subscribers agree to share basic contact information (name, company, address) with their peers in the community.

Who We Share This Information With

McLean & Company does not share personal information with any third parties except as disclosed in this policy. McLean & Company may provide personal information to McLean & Company's consultants, subcontractors, and professional advisors (which shall be bound by privacy obligations) to assist McLean & Company's uses disclosed herein.

Security

Personal information is stored in a combination of paper and electronic files. They are protected by security measures appropriate to the nature of the information.

Accessing Information

Individuals may review their personal information contained in McLean & Company files by contacting the McLean & Company privacy officer. If an individual believes that any of their personal information is inaccurate, we will make appropriate corrections.

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Ryan Huggett
Toll Free: 1-888-670-8889 Ext. 2691

GSA Offering – Software Licenses (SIN 511210)

myPolicies

F24 Pricing

MFR Part No.	Product Name	Product Description	Unit of Issue	Price Offered to GSA (Including IFF)
MYP23-001	myPolicies - Small	myPolicies software license use for small business (1-50 Users)	EA	$6,819.90
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The User will not use the Services for or knowingly transmit to myPolicies or upload to any myPolicies site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, Trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet-based advertising campaigns, privacy breaches, denial-of-service of use attacks, spoofing, or impersonation.

The User SHALL NOT use the Services to anonymously report any type of harassment or abuse. Any anonymous complaints of harassment or abuse shall not be made via the Services, and User agrees to report any harassment or abuse to their supervisor or their Human Resources department, or the police, as required. Any anonymous reports of harassment or abuse made via the Services will not be acknowledged or acted upon.

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We retain all right, title, interest, in and to any policy templates, report templates or any blueprints, documents, PowerPoint slides or outlines that may be provided as part of the Services ("myPolicies IP"). You obtain a royalty-free, transferable, fully paid-up license to use and incorporate myPolicies' IP into the policies and reports you create using the Services.

"Work Product" in these Terms is defined as the customized policies or reports or other tangible results that you create through the use of the Services. You will own the Work Product as a whole, provided you do not resell it or allow it to be resold. You do not obtain any intellectual property interest in myPolicies' IP, other than the limited license set out above. We reserve the right to review the Work Product and to use any portion of the Work Product to improve the Services. We warrant that your identity and confidential information will be held in strict confidence and will never form part of the Services.

When you upload any documents or policies to the Site ("Your IP"), you represent that you have all necessary rights and interests in and to such policies or reports necessary to share the same with us, and you grant us and our affiliates the right to review Your IP and to use any portion of Your IP to improve the Services, provided we do not share your identity or confidential information with any third parties.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without myPolicies' written permission, and without limiting the generality of the foregoing, the User will not:

a. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
b. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
c. post any Service to any other online service (including bulletin boards or the Internet);
d. sublicense, lease, sell, offer for sale or assign the Service; or
e. use myPolicies name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by myPolicies. Users must maintain and protect the confidentiality of any password(s), and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number: 1-888-670-8889 (US) or 1-844-618-3192 (CAN).

4. Non-Disclosure of Confidential Information

In consideration of, and reliance upon, the covenants of the User and myPolicies herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "Confidential Information"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to such disclosure, and (ii) it is memorialized in writing within fifteen (15) days following such disclosure by the Disclosing Party. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly marked as Confidential Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form). Information shall not be considered Confidential Information if:

- It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- It was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

Except as provided herein, Confidential Information shall include, without limitation, proprietary, technical, marketing, operating, performance, cost, business pricing policies, programs, inventions, discoveries, trade secrets, techniques, processes, source code, unlinked object modules, computer programming techniques, and all record bearing media containing or disclosing such information and techniques disclosed pursuant to this Agreement. Information regarding current products shall be treated as non-Confidential Information unless marked "Confidential".

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.

You acknowledge, consent and agree that myPolicies may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of myPolicies, its users and the public.

Info-Tech recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

5. Term

Many of the Services are "subscription" services that have a fixed term. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Info-Tech shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6. Reserved

7. Reserved

8. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable but myPolicies does not warrant the completeness, timeliness or accuracy of any information contained in the Services. myPolicies is an online policy management solution that streamlines the creation, approval, distribution, and monitoring of corporate policies, procedures, and forms developed in the context of a general business environment. Policies are to be modified by Users in the context of their own environment. The Site does not provide legal, accounting or other professional advice, nor should any advice from myPolicies be construed as such. We encourage you to seek professional advice whenever necessary, including, but not limited to, ensuring regulatory compliance for you or your organization. We do not warrant or otherwise guarantee that your use of the Services will ensure regulatory compliance in your jurisdiction or industry.

myPolicies warrants that the Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Services written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, myPolicies expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although myPolicies takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, myPolicies cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

myPolicies does not endorse third-party products or services.

This agreement does not limit or disclaim any of the warranties specified in the GSA schedule 70 contract under far 52.212-4(O). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the federal acquisition regulations, and the contract disputes act, 41 U.S.C. 7101-7109

9. Limitation of Liability

In no event is myPolicies liable for any special, indirect, consequential, incidental, punitive or other damages however caused, whether in contract, tort, strict liability, operation of law or otherwise, (including without limitation damages for lost profits, business interruption or loss arising out of the use of or inability to use the Services, or any information provided in the Services, or claims attributable to errors, omissions or other inaccuracies in the Service or interpretations thereof), even if myPolicies has been advised of the possibility of such damages. myPolicies' total liability shall in no event exceed the amount paid by the User for the Service in question. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

The User acknowledges that myPolicies has set its prices and sold the Services to it in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if the contract between the User and myPolicies is found to have failed in its fundamental or essential purpose or has been fundamentally breached.

This agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including the false claims act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA schedule contract (e.g., clause 552.238-75 – Price reductions, clause 52.212-4(H) – patent indemnification, and GSAr 552.215-72 – Price adjustment – failure to provide accurate information).

10. Links to Third-Party Sites

Any third-party sites that are linked to the Services are not under myPolicies' control. myPolicies is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. myPolicies provides links as a convenience only and such links do not imply any endorsement by myPolicies of those sites.

11. Investment Advice

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and myPolicies assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

12. Governing Law

This site and agreement is governed by the Federal laws of the United States, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods.

13. Privacy

A User's right to privacy is of paramount importance to myPolicies. See our Privacy Policy attached hereto for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

14. Contact Information

MYPOLICIES SUPPORT
Toll-free (US): 1-888-670-8889
Toll-free (CAN): 1-844-618-3192
International: +1-519-432-3550

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Police Department Prepared By: Lizceth Zazueta Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: INTRODUCTION OF AN ORDINANCE APPROVING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTIONS 7070, ET. SEQ.

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance annually adopting the Military Equipment Use Policy and approving the itemized military grade equipment currently in possession of the Ontario Police Department.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is no direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: Assembly Bill No. 481 (AB 481) was approved by Governor Newsom on September 30, 2021 to increase transparency, accountability, and oversight surrounding the use and acquisition of military equipment by state and local enforcement. AB 481 added Chapter 12.8, commencing with Section 7070, to the Government Code. Pursuant to Government Code section 7070 et. seq., the City Council must approve a publicly released, written Military Equipment Use Policy (Policy). The Policy must include the type, quantity, capabilities, purposes, and authorized uses of each type of military equipment owned by the law enforcement agency. Additionally, the Policy must include the acquisition and maintenance costs of the equipment, as well as the training required by any officer allowed to use the military equipment. The Policy must also include mechanisms to enforce the Policy and procedures for members of the public to register complaints or concerns about the use of military equipment. The City Council must adopt the Policy by Ordinance after a public hearing held at a regular meeting pursuant to the Brown Act. The Policy must be posted on the Ontario Police Department website at least thirty (30) days before the public hearing. In compliance with Government Code section 7071(b), the Ontario Police Department made the Policy available on the City website at https://www.ontarioca.gov/Police on January 4th, 2026, and is providing the proposed Policy to City Council as an attachment to this staff report, thereby commencing the approval process of the proposed Policy.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE §§ 7070, ET. SEQ.

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment", to Division 7 of Title 1 of the Government Code (Sections 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 Ontario Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481 and further intends to acquire other items of military equipment; and

WHEREAS, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released, written, military equipment use policy listing the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment; and

WHEREAS, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

WHEREAS, the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, the proposed Military Equipment Use Policy ("Policy") will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and

WHEREAS, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

WHEREAS, prior equipment use complied with the applicable equipment use policy (including equipment now defined as "military equipment") that was in effect at the time; and

WHEREAS, if prior uses of the equipment did not comply with the equipment use policy in effect at that time, corrective action has since been taken to remedy nonconforming uses and ensure future compliance moving forward; and

WHEREAS, the Police Department has submitted the proposed Policy to the City Council and thereafter has made the Policy and related documents available on the Police Department's website for a period at least thirty (30) days prior to the public hearing concerning the military equipment at issue; and

WHEREAS, the Policy satisfies the requirements of Government Code Section 7070(d); and

WHEREAS, the City Council of the City of Ontario, having received the information required under AB 481 regarding the Ontario Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the Military Equipment Policy; and

WHEREAS, all other legal prerequisites prior to the adoption of this Ordinance have occurred and been satisfied.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO HERBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

SECTION 2. Approval of Military Equipment Policy.

Military Equipment Policy.

(a) The Military Equipment Policy ("Policy"), attached hereto and incorporated herein as Exhibit "A" by this reference, shall govern the use of military equipment by the Ontario Police Department.

(b) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use or as otherwise ordained by the City Council.

(c) The Police Department shall submit an annual military equipment report to the City Council containing the information required by Government Code Section 7072, attached hereto and incorporated herein as Exhibit "B" by this reference, and the City Council shall thereafter determine whether each type of military equipment identified therein complies with the standards for approval set forth in Government Code Section 7071(d).

(d) The City Council shall on an annual basis and at a regular meeting thereof review this Ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e).

(e) The definitions set forth in Government Code section 7070 shall apply to this Ordinance. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

SECTION 3. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

SECTION 4. Inconsistencies. Any provision of the Ontario Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Uncodified Ordinance. This Ordinance shall not be codified in the Ontario Municipal Code unless and until the City Council so ordains.

SECTION 6. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

SECTION 7. Effective Date. This Ordinance shall become effective thirty (30) days following from its adoption.

SECTION 8. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 3rd day of February 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____, 2026 and adopted at the regular meeting held _____, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Remote-Controlled Unmanned Ground Vehicle (UGV) Operations

704.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of a remote-controlled unmanned ground vehicle (UGV) and for the storage, retrieval and dissemination of images and data captured by the UGV.

It is the policy of the Ontario Police Department that the UGV is to be used with the purpose of reducing risk of great bodily harm or death to officers, victims, suspects, and the public and to reasonably carry out legitimate law enforcement objectives.

704.2 DEFINITIONS

A remote-controlled unmanned ground vehicle (UGV): is an unmanned machine guided and remotely controlled by a human individual as well as all the supporting or attached systems designed for gathering information through imaging, recording or by any other means. Generally, a UGV consists of:

- Platform/Body/Frame that is capable of remote movement
- Radio frequency and antenna equipment to communicate with a remote-control unit
- A computer chip for technology control
- A camera
- Battery charging equipment for the remote ground / aquatic vehicle and remote control
- Two-way communication (talk/listen) with transmitter and receivers and Push to Talk functionality
- Robotic claw
- Remote controlled unit (LCD display) with brightness control

704.3 POLICY

UGV's 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. UGV's have been used to save lives and protect property and can detect possible dangers that cannot otherwise be seen. UGV's can support first responders in hazardous incidents that would benefit from a ground level perspective. In addition to hazardous situations, UGV's have applications in locating subjects, missing persons, and search and rescue operations as well as task(s) that can best be used in crawl spaces or confined isolated areas. This immensely assists in searches for suspects, victims or evidence in an efficient and effective manner. Any use of a UGV will be in strict accordance with constitutional and privacy rights and OPD Policy. The UGV may not always be ideal for deployment and alternatives should always be considered prior to deployment.

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704.4 PRIVACY

The use of the UGV potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UGV operations.

704.5 PROGRAM COORDINATOR

The Chief of Police will appoint a Program Coordinator who will be responsible for the management of the UGV program. The Program Coordinator will ensure that policies and procedures conform to current laws, regulations and best practices and will have the following additional responsibilities:

- Ensuring that all authorized operators have completed all department-approved training in the operation, applicable laws, policies and procedures regarding use of the UGV.
- Maintain a uniform protocol for submission and evaluation of requests to deploy a UGV, including urgent requests made during ongoing or emerging incidents.
- Maintain protocol for conducting criminal investigations involving a UGV, including documentation of time spent monitoring a subject.
- Maintain an operational protocol governing the deployment and operation of a UGV including, but not limited to, safety oversight.
- Maintain a protocol for fully documenting all missions.
- Maintain a UGV inspection, maintenance and record-keeping protocol to ensure continuing operation of a UGV, up to and including its overhaul or life limits.
- Maintain protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Maintain protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UGV.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.

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704.6 USE OF UGV

Only authorized operators who have completed the required training shall be permitted to operate the UGV.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest, exigent circumstances exist or when in compliance with a search warrant or court order.

704.7 PROHIBITED USE

Members are prohibited from using department-issued UGV's for personal use and are prohibited from making personal copies of recordings created while on duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Recordings shall not be used by any member for the purpose of embarrassment or ridicule. Any member who may have questions regarding the application of this policy is encouraged to seek clarification from supervisory personnel.

Additionally, the UGV video surveillance equipment shall not be used:

- In violation of the Ontario Police Department Ordinances, California State laws, or the United States Constitution. When required under the Fourth Amendment or other provisions of the law, Department personnel shall obtain a search warrant or valid consent, unless another lawful exception applies.
- To target a person based solely on individual characteristics, such as, but not limited to race, ethnicity, national origin, religion, disability, gender or sexual orientation.
- To harass, intimidate or discriminate against any individual or group.
- To conduct personal business of any type.

The UGV shall not be equipped with or use any facial recognition software or analysis capabilities.

704.8 RETENTION OF UGV DATA

Data collected by the UGV shall be retained as provided in the established records retention schedule.

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Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy ("Policy") is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 ("AB 481") (California Government Code section 7070, et seq.).

708.1.1 DEFINITIONS

Definitions related to this Policy include those provided in Government Code section 7070, and as follows:

Governing body – The City of Ontario City Council ("City Council").

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 section 30510 and Penal Code section 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.
- Any other equipment as determined by the City Council to require additional oversight.

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708.2 POLICY

It is the Policy of the City of Ontario Police Department ("Department") that members of this Department comply with the provisions of Government Code section 7070 et seq. with respect to the funding, acquisition, and use of military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will 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 City Council 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 equipment the Department intends to acquire, that requires approval by the City Council.

(c) Conducting an inventory of all military equipment annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department.

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting; and
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 Ontario Police 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.

708.4 MILITARY EQUIPMENT INVENTORY

The list of qualifying military equipment for the Department is attached to this Policy.

708.5 APPROVAL

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

a) Requesting military equipment made available pursuant to 10 USC § 2576(a).

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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.

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 City Council.

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.

708.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for the use and in accordance with this Department Policy. Military equipment used by other jurisdictions that are providing mutual aid to the City of Ontario, or otherwise engaged in law enforcement operations in this City, shall comply with their respective military equipment use policies in rendering mutual aid or carrying out a law enforcement function related to a criminal matter under their investigation.

Situations may arise where the Department may deploy or use military equipment, as defined, owned by other law enforcement agencies. The Department hereby adopts the Military Equipmentpolicy, which may be amended from time to time, under Government Code section 7070 et seq., for jurisdictions that the Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the Department to deploy or use the military equipment of another jurisdiction.

708.7 COMPLIANCE

Department members are bound to adhere to this Policy, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or this Policy may result in criminal or administrative investigations, or action.

708.8 COMPLAINT PROCESS

Members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this Policy by any of the following means:

1. Via email to: MilitaryEquipmentCoordinator@ontariopolice.org

2. Via phone call to: (909) 395-2001

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3. Via mail sent to: Ontario Police Department

Attn: Military Equipment Use Coordinator

2500 S. Archibald Avenue

Ontario, CA 91761

The Department is committed to responding to complaints, concerns and/or questions received through any of the above methods in a timely manner.

708.9 ANNUAL REPORT

Upon approval of this Policy, the Chief of Police or the authorized designee will submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of the Policy, and annually thereafter for as long as the military equipment is available for use.

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 section 7072 for the preceding calendar year for each type of military equipment in the Department's inventory.

708.10 COMMUNITY ENGAGEMENT

Within thirty (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.

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I. PURPOSE

This Department procedure establishes guidelines for the use, training, approval, and procurement of existing military equipment and future military equipment acquisitions in accordance with California Assembly Bill 481 (AB-481), codified in California Government Code sections 7070-7075. Additionally, this procedure outlines the fiscal impact and specific descriptions of existing military equipment within the Department's inventory.

II. SCOPE

This procedure applies to all members of the Department.

III. DEFINITIONS

Pursuant to AB-481, the following definitions are applicable **only** to the Department's current military equipment inventory and potential future military equipment acquisitions for operational needs. (For a more detailed list refer to Government Code Section 7070, for "military equipment" as defined within the assembly bill.)

A. "Governing body" means the City Council and Mayor.

B. "Military equipment" means the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Armored personnel carriers and/or armored vehicles with breaching apparatus.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this definition.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this definition.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to sworn members.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. 'Flashbang' grenades and explosive breaching tools, 'tear gas' and 'pepperballs' excluding standard, service-issued handheld pepper spray.

13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, and specialty impact munition (SIM) weapons.

C. "Military equipment use policy" refers to this Department Procedure and means a publicly released, written document governing the use of military equipment by the Department that addresses, at a minimum, all of the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
2. The purposes and authorized uses for which the Department proposes to use each type of military equipment.
3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any sworn member is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. The procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the Department will ensure that each complaint, concern, or question receives a response in a timely manner.

D. "Law enforcement agency" means any of the following:

1. A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.
2. A sheriff's department.
3. A district attorney's office.
4. A county probation department.

IV. MILITARY EQUPIMENT TYPES AND USAGE GUIDELINES

The Police Department recognizes that critical incidents are unpredictable and can be very dynamic in nature. A variety of military equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift resolution in a safe manner. The use of military equipment is restricted for use only in

certain instances and in some cases only by certain units. While this procedure is wide-ranging, it is not all inclusive. There may be instances wherein unpredictable critical incidents demand the need for incident commanders to authorize military equipment to be used in a manner not outlined within this procedure. In scrutinizing those particular instances, the judgment of the incident commander influenced by the totality of the circumstances, public safety, officer safety, civil rights, and information available at the time will be used.

It is incumbent upon incident commanders, supervisors, individual officers, and specific units to recognize the particular circumstances wherein military equipment should be employed to enhance the safety of the public and officers, and to bring a critical incident to a safe resolution.

The following are the various types, descriptions, and guidelines for usage of military equipment currently employed by the Police Department.

A. Unmanned remotely piloted, powered aerial or ground vehicles

1. **Small Unmanned Aircraft Systems (sUAS):** An unmanned aircraft of any type that is capable of sustaining directed flight, whether pre-programmed or remotely controlled, and all of the supporting or attached systems designed for gathering information through imaging, recording or by any other means.

   Capability: sUAS can support first responders in any hazardous incident which would benefit from an aerial perspective. These uses could include search and rescue, barricaded suspects or high-risk tactical operations, disaster response, and video and photographic documentation of crime scenes.

   Usage: sUAS are to be used by trained pilots during high-risk operations, tactical operations, disaster response, and video and photographic documentation. These pilots receive regular training and flight hours and when applicable adhere to FAA regulations.

   Training Requirements: Drone operators attended continual yearly training.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately five (5) years.

   The Department currently possesses the following types of sUAS:

   a. **Parrot Anafi Thermal** (Quantity: 2)
      Manufacturer: Parrot
      Description: To balance the resolutions of the thermal image and visible image, and therefore benefit from information not visible in thermal, the displayed image is a fusion of the information from the two cameras.

Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **DJI Avata** (Quantity: 3)
Description: A handheld drone designed for interior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **LOKI 1** (Quantity: 6)
Manufacturer: Sky-Hero
Description: A handheld drone designed for interior searches. The drone is controlled by a handheld remote control.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **LOKI 1I** (Quantity: 4)
Manufacturer: Sky-Hero
Description: A handheld drone designed for interior searches. The drone is controlled by a handheld remote control.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

e. **Evo II** (Quantity: 1)
Manufacturer: Autel Robotics
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

f. **Mini 2** (Quantity: 2)
Manufacturer: DJI

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Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

g. **Mavic 3 Enterprise** (Quantity: 8)
Manufacturer: DJI
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

h. **Matirce 30T** (Quantity: 4)
Manufacturer: DJI
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

i. Skydio X10 with dock (Quantity: 6)
Manufacturer: Skydio
Description: Small unmanned aerial system equipped with a camera that streams and records vital intelligence to officers. The drones are deployed from their respective dock which houses and charges them. Designed to provide situational intelligence prior to and after officers arrive on scene. The X10's are installed in docks throughout the city and flown by an operator at the station allowing for immediate response to calls. The Skydio platform streams video intelligence to officer's providing actionable intelligence to improve not only the safety of officers but the safety of the public as well.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: 6 additional Skydio X10’s and docks

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2. **Small Unmanned Tracked Robots:** An unmanned tracked robot of any type that is capable of being remotely controlled as well as all of the supporting or attached systems designed for gathering information through imaging, recording or by any other means.

   Capability: Small Unmanned Tracked Robots can support first responders in any hazardous incident which would benefit from a ground level perspective. These uses could include barricaded suspects or high-risk tactical operations, disaster response, and use in crawl spaces or confined isolated areas to assist in searches for suspects or evidence.

   Usage: Small Unmanned Tracked Robots are to be used exclusively by the SWAT unit during high-risk operations, disaster response, and in crawl spaces or confined isolated areas to assist in searches for suspects or evidence.

   Training Requirements: SWAT Officers regularly train on safe robot deployment in a variety of operational settings.

   Fiscal Impact: See Appendix A

   Lifespan: Dragon Runner – Lifespan varies with operational usage and wear.

   The Department currently possesses the following types of Small Unmanned Tracked Robot:

   a. **Dragon Runner** (Quantity: 1)
      Manufacturer: QinetiQm
      Description: Lightweight, expandable, and one-man portable robot that offers protection and support to officers. Designed to provide situational awareness by 'scouting out' while the officers remain at a safe distance.

      Designed for rapid tactical missions, the robot is simple to operate and quick to deploy for searching rooms, hallways, stairwells, and confined spaces. With rubber tracks, the Dragon Runner effortlessly climbs stairs. It also includes an extendible rotating claw arm that simplifies opening door handles.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

   b. **MKI** (Quantity: 2)
      Manufacturer: Sigyn
      Description: Small hand-deployable remote-control robot with audio listening capabilities.

Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

B. Armored Personnel Carriers

1. **BearCat:** An armored rescue vehicle capable of providing high ballistic protection, cover, limited breaching capability, and transport of officers and/or civilians at critical incidents and high-risk tactical operations.

   Capability: BearCats can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.

   Usage: These uses could include active shooters, armed barricaded suspects, hostage situations, high-risk tactical operations, disaster response, officer/citizen rescues, and CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) attacks and detection.

   Training Requirements: Officers authorized to operate the BearCat are required to successfully complete in house training on its capabilities and must complete a driving assessment during the training period.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 20 years depending on operational usage and wear.

   The Department currently possesses the following types of BearCats:

   a. **BearCat G2** – 2 Door Model (Quantity: 1)
   Manufacturer: Lenco
   Description: The Lenco BearCat G2 is the standard armored rescue vehicle for special operations units within the US Law Enforcement community. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10–12 fully equipped officers or citizens.
   Concerns & Complaints Received: None
   Internal Audit Results & Responses: None
   Total Annual Cost: $505.45
   Future Acquisition Plans: Unknown

   b. **BearCat G3** – 4 Door Model (Quantity: 1)
   Manufacturer: Lenco

Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored rescue vehicles would experience challenges.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $972.56
Future Acquisition Plans: Unknown

c. **BearCat G3 w/ P3E MARS Ramp System** – 3 Door Model (Quantity: 1)
Manufacturer: Lenco
Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored rescue vehicles would experience challenges. This armored rescue vehicle is outfitted with the P3E MARS ramp system which allows officers to safely make entry into or rescue citizens from elevated structures.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $219.30
Future Acquisition Plans: Unknown

d. **Rook** – (Quantity: 1)
Manufacturer: Ring Power
Description: The Rook is a tracked armored vehicle capable of deploying officers into a critical incident or rescue citizens during a critical incident. It features several attachments capable of moving objects, or vehicles to aide in the peace resolution of a critical incident. The attachments and vehicle also can be used in various natural disaster incidents.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $113.42
Future Acquisition Plans: Unknown

e. SPOT Quadraped (Quantity: 1)
Manufacturer: Boston Dynamics

Description: Small quadraped robot designed to provide situational awareness by 'scouting out' while officers remain at a safe distance. Designed for rapid tactical missions, the robot is simple to operate and quick to deploy for searching rooms, hallways, stairwells, and confined spaces. With four legs, SPOT effortlessly climbs stairs, traverses obstacles. It also includes a fully articulated arm with gripper that can move objects and open doors. SPOT features a 360 camera, PTZ camera, and thermal camera for situational awareness.
Concerns & Complaints Received: None
Internal Audit Results and Responses: None
Total Annual Cost: None
Future Acquisition Plans: None

C. Command and Control Vehicles

1. **Mobile Command Vehicles:** Completely self-contained command posts designed to provide the Incident Commander with a mobile base of operation.

   Capability: As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.

   Usage: Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events. Vehicles are also equipped with specialized equipment to assist with numerous types of incidents.

   Training Requirements: Officers are frequently train in the operations of Command vehicles.

   Fiscal Impact: See Appendix A

   Lifespan: No lifespan indicated by manufacturer. Dependent on operational usage and wear.

   The Department currently possesses the following types of Mobile Command Vehicles:

   a. **SWAT Special Equipment Vehicle** – (Quantity: 1)

      The SWAT Special Equipment Vehicle is a non-armored vehicle used by SWAT personnel to transport special weapons and equipment to the scene of critical incidents. Once at an incident, it is also used as a SWAT and Tactical Operations Center (TOC).

      Manufacturer: Custom Built International Chassis

Description: This vehicle is a custom build. It is capable of transporting various SWAT equipment to a critical incident. It is also outfitted with various radio and computers to aide the Incident Commander.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $1,171.52
Future Acquisition Plans: Unknown

b. **CP131 – Command Post Vehicle** - (Quantity: 1)
Manufacturer: Custom Built Freightliner Chassis
Description: This vehicle is a custom-built truck which allows officers to aide in communicating with subjects during critical incidents or can be utilized as a command post during any type of situation.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $1,703.70
Future Acquisition Plans: Unknown

D. Explosive Breaching Equipment

1. **Explosive Breaching Equipment:** During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission**.** In some instances, an explosive breach may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

   A variety of specialized breaching equipment consisting of explosive materials are possessed by the Department. Explosive Breaching Equipment can only be used exclusively by the SWAT team's dedicated breaching personnel.

   Capability / Usage: Explosive breaching, the use of explosive materials to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of explosive material is used and still accomplishes its goal. An effective Explosive Breach can defeat fortified doors and walls. Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects. An Explosive Breach should only be utilized after taking into consideration the overall mission, officer and citizen safety, the overall construction of the structure, the presence of unstable chemicals, explosives, or incendiary materials, and whether other means of mechanical breaching would be effective and safe to use. The option to use an explosive breach shall be at the discretion of the SWAT Commander.

   Training Requirements: Only SWAT Officers that are certified Explosive Breachers are authorized to utilize explosive breaches. SWAT Explosive Breachers must successfully complete a certified Explosive Breaching Course.

Additionally, SWAT Explosive Breachers must maintain proficiency with the use and handling of explosives and explosive breaching techniques.

Fiscal Impact: See Appendix A

Lifespan: Approximately five (5) years.

The Department currently possesses the following types of Explosive Breaching Equipment:

a. **Explosive Breaching Equipment Kit** – (Quantity: See Below)
Explosive Breaching Equipment consists of:
1. 50 grain Detonation Cord (69,200 gr.)
2. C2 sheets (1,540 gr.)
3. Shock-tube Blasting Cap (1,879 gr.)
Manufacturer: Southwest Explosives
Description: Explosive breaching, the use of explosive materials to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of explosive material is used and still accomplishes its goal.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Breaching Shotguns and Breaching Ammunition:** During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission**.** In some instances, a breach initiated by a breaching shotgun loaded with specialized breaching rounds may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

Specialized Breaching Rounds, also referred to as TKO round, are frangible and are designed to break into a powder form upon impact with a solid object (i.e., dead bolt lock, door frame, etc.)

The Department possesses a limited inventory of Breaching Shotguns and Breaching Shotgun Ammunition. Breaching Shotguns are to be used exclusively by trained members of the SWAT team.

Capability / Usage: Shotgun breaching, the use of a breaching shotgun to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of breaching shotgun rounds is used and still accomplishes its goal. An effective shotgun breach can defeat fortified doors and

locks. Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects.

Training Requirements: SWAT team members regularly train on the use of shotgun breaching.
Fiscal Impact: See Annual Military Report

Lifespan: Remington 870 Police Magnum – Limited lifetime warranty. Lifespan varies on operational usage and wear

Breaching Shotgun Ammunition – Five (5) year limited warranty. Five (5) year shelf life.

The Department currently possesses the following types of breaching shotguns and breaching shotgun ammunition:

a. **Remington 870 Police Magnum –** (Quantity: 5)
Manufacturer: Remington
Description: The Remington 870 Police Magnum pump-action shotgun is a rugged 12-gauge with a short barrel backed by a stout 3" chamber. The all-matte black gun is parkerized for generalized durability and rust-resistance. Both the pump action for-end and stock are robust and tough synthetic.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **TKO 12-Gauge Breaching Shotgun Rounds** – (Quantity: 60)
Manufacturer: Defense Technology
Description: The 12-Gauge TKO Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant. This is a widely used method to breach door locks or hinges for entry during tactical operations. When properly deployed, the TKO is capable of defeating door lock mechanisms, doorknobs, hinges, dead bolts, safety chains, and pad locks on both wooden or hollow core doors. Upon impact with the target, the zinc slug disintegrates into a fine powder eliminating fragmentation.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

E. Firearms of .50 Caliber or greater

1. **.50 Caliber Rifles:** A heavy-duty, bolt-action rifle rated for .50 caliber ammunition that is capable for delivering precision rifle fire at great distances with effective results.

   Due to the ever-increasing number of deadly incidents involving vehicle borne attacks and fortified structures both in Southern California and around the country, the SWAT Sniper Team currently employs the use of a .50 caliber rifle to address the unique operational needs presented by these threats.

   The requirement and implementation of a .50 caliber rifle are now the standard for many SWAT Teams both in the US and abroad to combat vehicular threats that may arise out of conventional SWAT operations or domestic and international terror attacks.

   Capability / Usage: These weapons provide the capability to pierce hard armor, multiple layers of mild steel, or substantial brick, concrete and other materials that may give hard cover to potential suspects. In limited circumstances, these weapons can also be used to disable the engine block of a vehicle posing a clear and present threat to the public (i.e., a vehicle laden with explosives).

   Training Requirements: SWAT Snipers receive specific .50 caliber rifle training and must undergo regular training and weapons qualifications to be able to deploy the .50 caliber rifle.

   Fiscal Impact: See Appendix A

   Lifespan: EDM ARMS – Barrel life rated to approximately 20,000 rounds.

   a. **EDM ARMS Windrunner -** (Quantity: 1)
      Manufacturer: Bushmaster Firearms
      Description: The Windrunner is built to outshine all previous standards for long-range accuracy.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

F. Ammunition of .50 caliber or greater

1. **.50 Caliber Rifle Ammunition:** Rifle ammunition manufactured specifically for .50 caliber Special Application Rifles. This caliber is also referred to as .50 BMG.

   Match Ammunition: Designed for when greater distance from a target is encountered and accuracy is needed. Match ammunition rounds excel against heavy barriers and penetrating thick glass.

Fiscal Impact: See Appendix A

Lifespan: Approximately 10-year shelf life.

a. **A-Max Match Ammo - .50 BMG 750 grain** (Quantity: 10,750)
Manufacturer: Engel Ballistic Research
Description: 50BMG match grade 750 grain. Match ammunition rounds excel against heavy barriers and penetrating thick glass.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

G. Specialized firearms and ammunition of less than .50 caliber, including assault weapons

1. **AR-15 Rifles:** A semi-automatic shoulder-fired long gun that fires a rifle caliber cartridge. The Department-approved AR-15 style weapon system is designed to fire a .223/5.56 caliber projectile.

Capability/Usage: The rifle caliber carbine provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Additionally, AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

Training Requirements: All officers attend a POST rifle course and regularly qualify with their rifle. SWAT Officers partake in regular rifle training, and consistent weapons qualifications to maintain proficiency with the AR-15.

Fiscal Impact: See Appendix A

Lifespan: Colt M4 Carbine LWRC IC-45 – Barrel life rated to approximately 12,000 rounds.

Colt M4 Carbine – Barrel life rated to approximately 12,000 rounds.

a. **Colt M4 Carbine LWRC M6IC** (Quantity: 132)
Manufacturer: LWRC International
Description: Colt style M4 rifle chambered in .223 caliber. These rifles are outfitted with a collapsible stock and flashlight.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Colt M4 Carbine** (Quantity: 150)
Manufacturer: Colt Manufacturing LLC
Description: Colt M4 rifle chambered in .223 caliber. These rifles are outfitted with a collapsible stock.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **.308 Caliber Rifles:** Rifle's chambered in a .308 caliber round. These rifles are set up as a semi-automatic rifle or a bolt action. They can be outfitted with various optics and accessories depending on the mission.

Capability / Usage: The .308 rifle provides SWAT Snipers and Air Support personnel the ability to engage hostile suspects at great distances with accuracy. The .308 rifle platform are typically deployed with the SWAT Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed. These rifles can also be deployed by the Ontario Air Support Unit for similar situations.

Training Requirements: SWAT team members and the Air Support Unit regularly train and qualify with various weapons systems including the .308 rifle to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: HK 91 – Barrel life rated to approximately 3,000 to 6,000 rounds.
Tactical Ops Tango 51– Barrel life rated to approximately 5,000 rounds.
Sig Sauer 716 – Barrel life rated to approximately 3,000 to 6,000 rounds.

Fiscal Impact: See Appendix A

a. **HK 91 Rifle** (Quantity: 1)
Manufacturer: Heckler and Koch
Description: Semi-automatic .308 rifle with optic attached.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Tactical Ops Tango 51 .308 Bolt Action Rifle** (Quantity: 6)
Manufacturer: Accuracy International

Description: The bolt action Tango 51 is chambered in .308 caliber and is a bolt action rifle.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Sig Sauer 716 Rifle** (Quantity: 2)
Manufacturer: Sig Sauer
Description: Semi-automatic .308 rifle with optic attached.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

3. **MP-5 Submachine Guns:** A compact, modular, lightweight, shoulder fired, submachine gun capable of semi-automatic or automatic fire chambered in 9mm.

Capability / Usage: The MP-5 submachine gun provides the ability to deliver precision gun fire with a shoulder fired weapons system that is accurate, reliable, and safe. Its compact design allows for ease of maneuverability when operating in the open or within interior environments. The use of the MP-5 submachine gun is relegated to SWAT officers.

Training Requirements: Officers authorized to carry the MP-5 have completed numerous hours of live fire and movement training. Additionally, officers authorized to use the MP-5 must complete weapons qualifications on a regular basis to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Barrel life rated for approximately 50,000+ rounds.

a. **HK MP5 Submachine Gun** (Quantity: 8)

Manufacturer: Heckler & Koch
Description: Probably the most popular series of submachine guns in the world, it functions according to the proven roller-delayed blowback principle. Tremendously reliable, with maximum safety for the user, easy to handle, modular, extremely accurate and extraordinarily easy to control when firing.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

4. **.223 Caliber or 5.56mm Rifle Ammunition:** Rifle ammunition manufactured specifically for rifles chambered in 5.56mm or .223 Remington. Currently there are two types of .223/5.56mm caliber rifle ammunition in use operationally by the Department.

   Capability / Usage: .223 caliber or 5.56mm rifle ammunition used in conjunction with an AR-15 type rifle provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Rifle ammunition fired from AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation. For the SWAT Team, the AR-15 is the primary weapons system utilized by the team. SWAT Officers regularly utilize the AR-15 as their primary weapons system on tactical operations.

   Training Requirements: Officers receive POST training and regularly qualify with their weapon.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10-year shelf life.

   The Department currently possesses the following types of .223 caliber or 5.56mm rifle ammunition:

   a. **Federal – FMJ .223 55 grain** (Quantity: 75,500)
      Manufacturer: Federal
      Description: American Eagle rifle ammunition offers consistent, accurate performance at a price that's perfect for high-volume shooting. The loads feature quality bullets, reloadable brass cases and dependable primers.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

   b. **Federal – Gold Dot .223 62 grain** (Quantity: 11,000)
      Manufacturer: Federal
      Description: Gold Dot Duty Rifle brings proven bullet technology to rifle platform. Gold Dot rifle bullets are optimized to ensure expansion out of barrels down to 10" at a wide variety of velocities out to 200 yards.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

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5. **.308 Caliber Rifle Ammunition:** Rifle ammunition manufactured specifically for rifles chambered in .308 Winchester. Currently there are various types of .308 Winchester caliber rifle ammunition in use by the Department.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10-year shelf life.
   The Department currently possesses the following types of .308 Winchester ammunition:

   a. **Federal.308 Winchester LE308TT2 Ammunition** (Quantity: 4,000)
      Manufacturer: Federal
      Description: Tactical bonded ammunition is made exclusively for law enforcement. It is designed to defeat barriers with minimal deflection.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

H. Flashbangs, Chemical Agents, Chemical Agent Delivery Devices, and Pepper Ball Launchers

1. **Noise Flash Diversionary Devices (NFDD):** Canisters that emit a loud noise and bright light.

   Capability / Usage: Diversionary Devices are capable of releasing large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorient subjects. They can also be used as "attention-getting" devices. Diversionary Devices are to be used exclusively by the SWAT team. Noise Flash Diversionary Devices can be used in high-risk tactical operations as an attention getting device. They can also be used during high-risk warrants, and hostage rescue incidents to provide an added degree of officer safety by disorienting subjects.

   Training Requirements: SWAT Officers regularly train on safe device deployment in a variety of operational settings.

   Fiscal Impact: See Appendix A

   Lifespan: Defense Technology Multi Port Distraction Device – Five (5) year shelf life.

   Liberty Dynamics Distraction Device –Five (5) year shelf life.

   The Department currently possesses the following types of Diversionary Devices:

a. **Defense Technology Multi Port Distraction Device** (Quantity: 60)
Manufacturer: Defense Technology
Description: These noise flash diversionary devices have a highly reliable functionality and very precise delay times.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Defense Technology Multi-bang** (Quantity: 2)
Manufacturer: Defense Technology
Description: This distraction device is capable of multiple consecutive detonations on one device.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Low-roll Distraction Device (Training Device)** (Quantity: 50)
Manufacturer: Defense Technology
Description: Training device utilizes the same deployment methods with minimal load for training purposes.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Liberty Dynamics Distraction Device** (Quantity: 138)
Manufacturer: Liberty Dynamics
Description: This diversionary device has the binary energetic material contained within the Enhanced Noise Flash Diversionary device allows for drastically lowered volatility levels, creating a vastly safer and more reliable noise-flash event.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Chemical Agents and Chemical Agent Delivery Devices**: Compounds, devices, and delivery systems utilized by SWAT, Mobile Field Force, and patrol officers. Compounds can include irritants such as Chlorobenzalmalononitrile (CS) or an inflammatory agent such as Oleoresin Capsicum (OC) or Pava (synthetic OC). Chemical agents can be liquid, powder, or gaseous. Delivery systems can be pyrotechnic, blast dispersion, OC Fogger, or aerosol.

Chemical agent delivery devices consist of the following:

Gas Ram: A metal device resembling a handheld pointed battering ram that can be loaded with a chemical agent canister. The gas ram can be used to introduce chemical agents into a location by piercing the wall, door, or roof of a structure.

Burn Safe: A cylindrical metal container designed to contain a pyrotechnic chemical agent canister and reduce fire hazard upon deployment into a structure.

Capability / Usage: Depending on the delivery method, chemical agents are capable of being introduced in close proximity or from a distance. Depending on the type of delivery system and/or quantity, chemical agents can be used to saturate individual suspects, violent crowds, or areas of varied size. Chemical agents are to be used by the SWAT Team, Mobile Field Force, and/or patrol officers. Generally, during high-risk tactical incidents chemical agents can be used to dislodge a suspect from a stronghold location with the least possible danger to citizens, police, and the suspect. Chemical agents can also be used to prevent an armed suspect from accurately firing at citizens and/or officers. They can also be used in limited instances during civil unrest to disperse violent crowds.

Training Requirements: Officers receive regular training on the deployment and use of chemical agents. Officers are required to pass annual qualifications with the use of chemical agents and chemical agent delivery systems in order to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Defense Technology Chemical Agent Canisters and Munitions - Five (5) year shelf life.

Chemical Agent Delivery Devices - No lifespan indicated by manufacturer. Lifespan varies on operational usage and wear.

The Department currently possesses the following types of chemical agents:

a. **SPEDE-HEAT CS Model -** (Quantity: 16)
Manufacturer: Defense Technology
Description: The Spede-Heat CS munition is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This munition holds approximately 2.9 oz. of active agent.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None

Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **40mm Liquid Ferret -** (Quantity: 169)
Manufacturer: Defense Technology
Description: These launchable munitions are capable of being deployed into a structure, through barriers, to deploy chemical agent into a structure at a safe distance.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Chemical Agent CS Pocket Tactical – Model 1016** (Quantity: 6)
Manufacturer: Defense Technology
Description: The Pocket Tactical CS munition is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Maximum HC Smoke Model 1073 -** (Quantity: 13)
Manufacturer: Defense Technologies
Description: Pyrotechnic smoke grenade used for concealment or as a signaling device.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

e. **37mm Multiple Foam Baton – Model 6299** (Quantity: 379)
Manufacturer: Defense Technology
Description: The 37mm foam baton round contains three foam projectiles.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

f. **40mm Skat Shell – Model 6172** (Quantity: 62)
Manufacturer: Defense Technology
Description: The 40mm Skat shell is designed to deliver multiple CS canisters from a 40mm launcher. It has a maximum effective range of 80-100 yards.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None

Total Annual Cost: None
Future Acquisition Plans: Unknown

g. **Instantaneous Blast CS – Model 1042** (Quantity: 52)
Manufacturer: Defense Technology
Description: The instantaneous blast CS munition is designed for indoor or outdoor use; this munitions powder is expelled upon initiation of a small internal detonator that has sufficient force to split the canister at six machined groves on the outside surface.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

h. **Pocket Tactical Saf-Smoke – Model 1017** (Quantity: 38)
Manufacturer: Defense Technology
Description: This munition is small and lightweight. It will burn approximately 20-40 seconds.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

i. **CS Flameless Tri-Chamber – Model 1032** (Quantity: 38)
Manufacturer: Defense Technology
Description: The flameless tri-chamber allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

j. **CS Triple-Chaser Canister – Model 1026** (Quantity: 52)
Manufacturer: Defense Technology
Description: The triple-chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

k. **40mm Muzzle Blast – Model 6042** (Quantity: 79)
Manufacturer: Defense Technology

Description: The 40mm muzzle blast CS round is widely used as a crowd management tool for the immediate and close deployment. .
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

l. **Gas Ram – Chemical Agent Delivery Device** (Quantity: 3)
Manufacturer: Custom build
Manufacturer Description: The gas ram is a double walled container constructed of steel designed to contain the flames of a pyrotechnic chemical agent canister. There is a large metal probe attached to one end designed to penetrate walls to deploy the chemical agent inside a structure from outside.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

m. **Burn Safe – Chemical Agent Delivery Device** (Quantity: 2)
Manufacturer: Burn Safe
Manufacturer Description: The Burn Safe is a double walled container constructed of aluminum. It is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire. The Burn Safe allows the introduction of significant amounts of pyrotechnic non-lethal chemical agent into the target, which increases the probability of a successful resolution.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

3. **Pepper Ball Launchers and Pepper Ball Munitions:** A non-lethal munitions system that employs paint ball launchers to fire "pepper balls" that contain powdered synthetic OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals or crowds. Pepper ball munitions also include glass breaking rounds.

Capability / Usage: Pepper ball launchers give officers the ability to address an armed and/or violent suspect(s) with a non-lethal munition that delivers both chemical agent and kinetic energy impact. This combination can be extremely effective in gaining compliance or reducing threat potential with an armed and/or violent suspect(s). Due to its design, pepper balls can be delivered from a larger standoff distance allowing for an added degree of officer safety. Pepper ball launchers and pepper ball munitions can be used to address armed and/or violent individuals or crowds, limited instances of violent civil unrest, suicidal

individuals, and individuals believed to possess or have immediate access to a deadly weapon. Pepper ball munitions can be effective in driving suspects from confined spaces or vehicles.

Training Requirements: Officers undergo regular live fire proficiency training. Additionally, Officers are required to qualify with pepper ball launchers on a consistent basis to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Pepper Ball Launcher – No manufacturer life span indicated by manufacturer.

Pepper Ball Munitions – Approximately three (3) year shelf life.

The Department currently possesses the following types of pepper ball launchers and pepper ball munitions:

a. **Tippman FTC Pepper Ball Launcher** (Quantity: 12)
Manufacturer: Tippman
Manufacturer Description: The Tippmann FTC paintball marker is a compact marker launcher.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **PepperBall Live –** (Quantity: 3,300)
Manufacturer: PepperBall
Description: A potent and powerful concentration of PAVA pepper powder. One round of LIVE-X contains 2% PAVA.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **PepperBall Glass Breaker –** (Quantity:140)
Manufacturer: PepperBall
Description: Used to break side glass of vehicles and residential glass windows.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

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d. **PepperBall Inert –** (Quantity: 3,000)
Manufacturer: PepperBall
Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

I. Extended Range Impact Weapons, Projectile Launcher Platforms, Munitions, and Specialty Impact Munitions (SIM)

1. **40mm Launchers (Projectile Launch Platforms):** A single shot or multi-shot Extended Range Impact Weapon launcher capable for firing a variety of 40mm rounds. The Department also has a limited inventory of 37mm launchers that share the same characteristics as 40mm launchers but are chambered for 37mm munitions.

Capability / Usage: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, and sponge baton rounds. The 40mm launchers utilized with less lethal sponge baton rounds are designed to impact armed and/or violent suspects so officers can gain compliance, overcome resistance, or prevent serious injury or death to bystanders, officers, and the suspect. 40mm single launchers combined with less lethal 40mm sponge baton rounds are authorized to be used by any officer that has been trained in its use and maintains current qualifications.

Training Requirements: Officers that have been trained in the use of the 40mm single launcher undergo thorough training in its use. Additionally, officers trained in the use of the 40mm single launcher must pass annual qualifications to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan:

Defense Technology 40mm Launchers – Two (2) year limited warranty. No lifespan indicated by manufacturer. Dependent on operational usage and wear.

Defense Technology 37mm Launchers – No lifespan indicated by manufacturer. Lifespan varies on operational usage and wear.

The Department currently possesses the following types of 40mm launchers:

a. **Def Tech – Model 1425** (Quantity: 15)
Manufacturer: Defense Technology
Description: The 40mm will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **LMT – 40mm Launcher** (Quantity: 32)
Manufacturer: Lewis Machine & Tool
Description: The 40mm will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **LMT – Model 203** (Quantity: 2)
Manufacturer: Lewis Machine & Tool
Description: The 40mm will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Def-Tec – Model 1415** (Quantity: 4)
Manufacturer: Defense Technology
Manufacturer Description: The 37mm will fire standard 37mm Less Lethal ammunition, up to 8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

e. **Def-Tec 40mm 6-Shot Launcher** (Quantity: 2)
Manufacturer: Defense Technology
Description: Designed for riot and tactical situations, the 40mm 6-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

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2. **40mm Ammunition:** The 40MM round is a sponge baton cartridge. The sponge round has a blue-colored nose with a black base. The casing is stainless.

   Fiscal Impact: See Appendix A

   Lifespan: Five (5) year shelf life.

   The Department currently possesses the following types of 40mm direct impact ammunition:

   a. **eXact iMpact 40mm Sponge Round – Model 6325** (Quantity: 500)
   Manufacturer: Defense Technology
   Description: The eXact iMpact 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. Used for Crowd Control, Patrol, and Tactical Applications.

J. Night Vision Equipment and Infrared Sighting Systems

1. **Night Vision Optical Devices:** A night-vision device (NVD), also known as night optical/observation device (NOD) or night-vision goggles (NVG) is an optoelectronic device that allows images to be produced in low levels of light approaching total darkness.

   Capability / Usage: Night Vision Optical Devices provide the user the ability to see an enhanced image during darkness. The use of this equipment allows a tactical advantage for officers especially when operating in low light or dark environments. The majority of SWAT tactical operations occur at night or are conducted in low light environments. Having NVD's allows for SWAT Officers to have a tactical advantage and an added degree of officer safety when operating in those conditions. The use of NVD's is extremely advantageous during high-risk operations, hostage rescue, active shooter, and tactical operations in a wide range of environments.

   Training Requirements: SWAT Officers maintain proficiency by continual training and annual weapons qualifications with NVD's.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10,000 hours.

   The Department currently possesses the following types of Night Vision Optical Devices:

   a. **Pinnacle Gen3 Night Vision –** (Quantity: 30)

Manufacturer: Night Vision Depot
Description: Pinnacle Gen3 Night Vision Device is a compact, lightweight, high-performance white phosphor dual-tube goggle.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **L3 Warrior –** (Quantity: 3)
Manufacturer: L3
Description: The L3 Warrior Night vision scope can be attached quickly to the rifle to allow for enhanced vision during night time operations. It works in conjunction with the rifle's optics for improved vision.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Infrared Sighting Systems:** A device attached to a firearm to aid in target acquisition. Unlike optical and iron sights where the user looks through the device to aim at the target, laser sights project a beam onto the target that provides a visual reference point. This device is used in conjunction with NVD's to aid in rapid and accurate target acquisition.

Capability / Usage: This equipment, when combined with NVD's, provide the user the ability to see an enhanced image during low light conditions or darkness. The use of this equipment allows for a tactical advantage for officers. It allows officers to obtain accurate and rapid target acquisition especially when operating in a multitude of low light or dark environments. Most SWAT operations occur at night or are conducted in low light environments. Having NVD's in conjunction with infrared sighting systems allows for SWAT Officers to have a tactical advantage and an added degree of officer safety when operating in those conditions. The use of NVD's combined with infrared sighting systems are extremely advantageous during high-risk operations, hostage rescue, active shooter, and tactical operations in a wide range of environments. Infrared sighting systems are to be used exclusively by the SWAT Unit. Night Vision optical enhancement devices combined with infrared sighting systems may be utilized during tactical missions with approval from the SWAT Commanding Officer or SWAT Executive Officer.

Training Requirements: SWAT Officers maintain proficiency by continual training and annual weapons qualifications with NVD's and infrared sighting systems.

Fiscal Impact: See Appendix A

Lifespan: Approximately 10,000 hours.

The Department currently possesses the following types of infrared sighting systems:

a. **MAWL IR Designator** (Quantity: 30)
Manufacturer: B.E. Meyers
Description: The MAWL has an IR light and IR laser which work in conjunctions with night vision devices to illuminate and aide in aiming a weapon system.

V. USAGE OF MILITARY EQUIPMENT WHEN COLLABORATING WITH OTHER LAW ENFORCEMENT AGENCIES

On occasion, the Department may be required to assist other law enforcement agencies in a formal Law Enforcement Mutual Aid Request (LEMA) or support with day-to-day operational collaboration (i.e., pursuits, investigative unit assistance, joint law enforcement operations, etc.).

In certain mutual aid or operational collaboration circumstances, it may be necessary for sworn Department members to utilize military equipment in order to fulfill an assigned mission (i.e., civil unrest, SWAT requests, barricaded suspects in a vehicle, etc.). When sworn Department members utilize military equipment in instances of mutual aid or law enforcement collaboration, the following shall apply:

A. Department members are required to adhere to the Department's Military Equipment Procedure and **all** policies and procedures outlined within the Ontario Police Department's Policy and Procedures Manual, regardless of operational jurisdiction.

B. Should the Police Department request mutual aid from another law enforcement agency within the City and military equipment is required during the course of the response, the following shall apply:

1. The Ontario Police Department will remain in charge of the overall incident command.

2. The Incident Commander or designee will brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.

3. The assisting agency will adhere to their respective policies and procedures, particularly those governing the use of military equipment.

4. If the Incident Commander or their designee is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines set forth in this procedure, the Incident Commander may elect to

cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

VI. APPROVAL OF MILITARY EQUIPMENT BY GOVERNING BODY

A. Pursuant to AB-481 all military equipment acquired and/or in use by the Department shall be approved by the governing body by adopting a military use policy. This approval by the governing body must be granted prior to any of the following:

1. Requesting military equipment made available pursuant to Section 2576a of Title of the United States Code. This section is also commonly referred to as the Defense Logistics Agency 1033 Program. The Police Department does not participate in the 1033 Program.
2. 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.
3. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
4. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
5. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
6. 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.
7. Acquiring military equipment through any other means.

B. In seeking approval of the government body for any specified military equipment, the Department shall submit a proposed military equipment use policy to the governing body and make those documents available on the Department's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

1. The proposed or final military equipment use policy shall be made publicly available on the Department's internet website for as long as the military equipment is available for use.

VII. ANNUAL MILITARY EQUIPMENT REPORT

A. Pursuant to AB-481, the Department shall submit to the City Council an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The Department shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The Commanding Officer or their designee shall be responsible for the preparation and submission of the annual military equipment report. The annual military equipment report shall, at a

minimum, include the following information for the immediate previous calendar year for each type of military equipment:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response, consistent with state law employee privacy restrictions.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

B. Within 30 days of submitting and publicly releasing the annual military equipment report, the Department shall hold at least one community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment.

C. The City Council will determine, based on the annual military equipment report, whether each type of military equipment identified in the report has complied with the standards for approval as set forth by AB 481. If the City Council determines that a type of military equipment identified in the annual military equipment report has not complied with the standards as set forth by AB 481, it may either disapprove a renewal of the authorization for that type of military equipment or require modifications to this military equipment use procedure in a manner that will resolve lack of compliance.

VIII. MILITARY EQUIPMENT USAGE ACCOUNTABILITY

A. The use of military equipment is subject to individual Department Policies and Procedures, and is restricted for use only in certain instances and in some cases, only by certain units. It is incumbent upon incident commanders, supervisors, and individual officers to recognize the specific circumstances wherein military equipment should be employed to enhance the safety of the public and officers and to bring a critical incident to a safe resolution.

B. Department members are bound to adhere to Department Policies and Procedures, in addition to state and local laws and ordinances when employing the use of the military equipment at any time. Violations of the law or Department Policies or Procedures may result in criminal or administrative investigations and/or actions.

C. Administrative Investigations concerning complaints related to military equipment will be conducted in accordance with department policy. These investigations may be subject to review by the Office of the Chief of Police to ensure that compliance with this military equipment procedure is maintained.

D. Any corrective action or discipline imposed as a result of a violation of this Department Procedure will be administered in accordance with the department policy, relevant employee organization memorandum of understanding (MOU), Civil Service Rules, and state law.

IX. MILITARY EQUIPMENT MAINTENANCE AND INVENTORY

All military equipment shall be maintained and inventoried in accordance with department policy.

X. MILITARY EQUIPMENT COMPLAINTS AND INQUIRIES

In some instances, the application and use of military equipment can cause questions and/or concerns for members of the community. It is of vital importance that community members' questions regarding the application and use of military equipment are addressed.

The Police Department is committed to full and fair investigation of citizen complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of citizen complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

A. Complaints directly related to the application or use of military equipment shall be handled in accordance with department policy.

B. The Police Department values open communication and transparency. Community questions and/or concerns regarding the application and use of specified military equipment should be addressed in the following manner:

1. Via the Department internet website where the public can email specific military equipment related questions to the Department.
2. At pre-determined Community Engagement Meetings related to military equipment.
3. At City-Council Meetings related to military equipment.
4. In all other circumstances, the public should be directed to the Department Military Equipment Procedure and Annual Military Equipment Report available on the Department's internet website.

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MILITARY PROCEDURE APPENDIX – A
FISCAL IMPACT – Fiscal Year 2025 (July 2024 – June 2025)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Loki I	$13,600	Varies on Usage
Anafi Thermal	$7,439	Varies on Usage
Evo II	$1,825	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)

Dragon Runner	$46,000	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Bearcat G2 (2 Door)	$205,568	Varies on Usage
Bearcat G3 (4 Door)	$315,835	Varies on Usage
Bearcat G3 (Ramp)	$302,609	Varies on Usage
Rook	$570,000	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Unit Cost	Ongoing Annual Cost FY25 (approximate)
SWAT Equipment Vehicle	$271,715	Varies on Usage
CP131	$124,708	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Explosive Breaching Kit	$3,850	$202,010 (total SWAT equipment budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Remington 870 Breaching Shotgun	$800 Each	$121,390 (total ammo budget)
TKO 12 Gauge Breaching Shotgun Rounds	$8.15 Per Box (6)	$121,390 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Windrunner .50 cal	$7,144	Varies on Usage
Match Ammunition - .50 BMG .510” 750 grain	$59 Per Box (10)	$121,390 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
AR-15 Colt LWRC	$1,949 Each	Varies on Usage
.308 Semi-auto HK91	$3,899 Each	Varies on Usage
.308 Tango 51	$7,999 Each	Varies on Usage
HK MP5	$3,275 Each	Varies on Usage
.380 Sig Sauer 716	$1,350 Each	Varies on Usage
Federal FMJ 55 grain	$179 Per Case	$121,390 (total ammo budget)
Gold Dot .223 62 grain	$287 Per Case	$121,390 (total ammo budget)
HSM 750g A-Max .308	$49 Per Box	$121,390 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Def Tec Flashbang	$38.60 Each	$70,150 (total SWAT equipment budget)
Def Tec Multi-bang	$70.00 Each	$70,150 (total SWAT equipment budget)
Training Flash Bang	$58.50 Each	$70,150 (total SWAT equipment budget)
Liberty Dynamics Flash Bang	$18,694 Total	$70,150 (total SWAT equipment budget)
SPEDE Heat	$33.05 Each	$70,150 (total SWAT equipment budget)
40mm CS Ferret	$26.15 Each	$70,150 (total SWAT equipment budget)
Pocket Tactical CS	$28.00 Each	$70,150 (total SWAT equipment budget)
Maximum HC Smoke	$32.60 Each	$70,150 (total SWAT equipment budget)
37mm Foam Baton	$24.50 Each	$70,150 (total SWAT equipment budget)
40mm Skat Shell	$40.65 Each	$70,150 (total SWAT equipment budget)
Instantaneous Blast CS	$54.60 Each	$70,150 (total SWAT equipment budget)
Pocket Tactical Smoke	$32.60 Each	$70,150 (total SWAT equipment budget)
CS Flameless Tri Chamber	$46.25 Each	$70,150 (total SWAT equipment budget)
CS Triple Chaser	$46.25 Each	$70,150 (total SWAT equipment budget)
40mm Muzzle Blast CS	$26.75 Each	$70,150 (total SWAT equipment budget)
Gas Ram	$3,250 Each	$70,150 (total SWAT equipment budget)
Burn Safe	$155.40 Each	$70,150 (total SWAT equipment budget)
Tippman FTC	$499 Each	$14,127 (Department equipment budget)
PepperBall Live	$899 Box	$14,127 (Department equipment budget)
PepperBall Glass Breaker	$3.00 Per Round	$14,127 (Department equipment budget)
PepperBall Inert	$300 Per Case	$14,127 (Department equipment budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Def-Tec 40mm Launcher	$985 Each	$14,127 (Department equipment budget)
LMT 40mm Launcher	$985 Each	$14,127 (Department equipment budget)
LMT – Model 203	$3,299 Each	$14,127 (Department equipment budget)
Def-Tec 37mm Launcher	$884.50 Each	$14,127 (Department equipment budget)
Def-Tec 40mm Multi-Launcher	$2,369 Each	$14,127 (Department equipment budget)
eXact iMpact 40mm Sponge Round	$30 Each	$14,127 (Department equipment budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Pinnacle Gen3 NODs	$6,995 Each	Varies on Usage
L3 Warrior Optic	$7,999 Each	Varies on Usage
MAWL Designator	$2,999 Each	Varies on Usage

DRAFT

CITY OF ONTARIO *Agenda Report* **February 3, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: City Manager's Office Prepared By: Lacey A Rightmer Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: JAY LITTLETON BALL PARK

RECOMMENDATION: That the City Council hear a presentation regarding conceptual plans for Jay Littleton Ball Park and review corresponding reports.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: At the January 20, 2026, City Council Meeting, the City Council requested a presentation on the future of Jay Littleton Ball Park.

Built in 1937, Jay Littleton Ball Park was a historic venue featuring a U-shaped grandstand with exterior wooden siding that accommodated 3,500 spectators. On August 22, 2024, the historic Jay Littleton Ball Park succumbed to a fire in the late-night hours.

Beginning in 2020, the Jay Littleton Ball Park was closed for baseball permits due to the condition of the wooden bleachers. While awaiting repair of the wooden bleachers, the outfield and dugouts were utilized for a TV commercial and occasional outdoor events that strictly incorporated the turf outfield.

Prior to the fire, the historic ballfield was a cherished community landmark. It hosted various activities, including local Little League games, film and television production, and small-scale special events hosted by the Ontario Recreation & Community Services Department. The iconic Jay Littleton Ball Park was a monumental piece of history in Ontario.

During this presentation, Staff will present four conceptual plans for the Jay Littleton Ball Park at John Galvin Park. Each option offers unique advantages and challenges, particularly related to programming potential. The historic conceptual design maintains the site's culture, with a focus on baseball. The community center offers robust programming potential, and the multi-purpose fields provide flexibility for various sports and revenue generation. The water feature conceptual design acknowledges the historical significance of the Ball Park while creating an inviting green park space for residents, centered around a water feature amenity.

Jay Littleton Ball Park

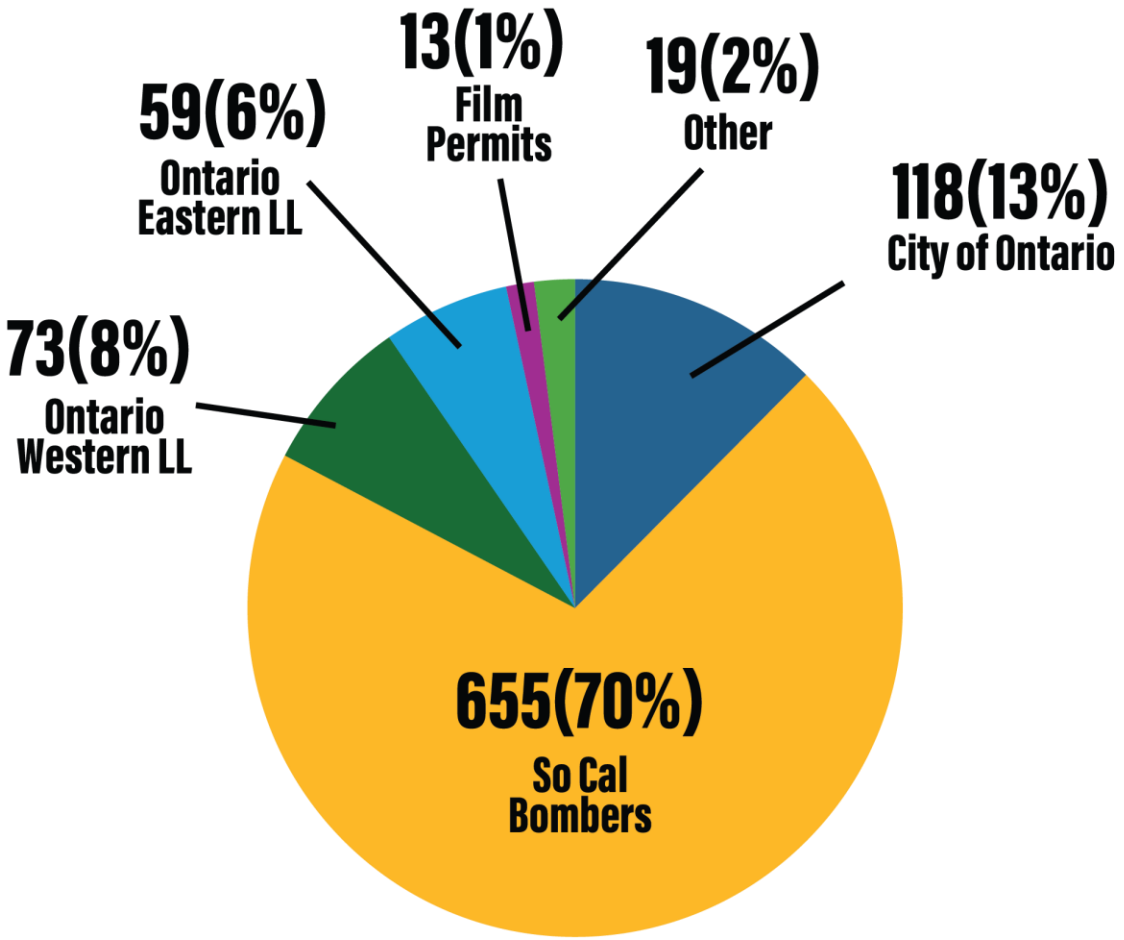
Administrative Discussion

February 3, 2026

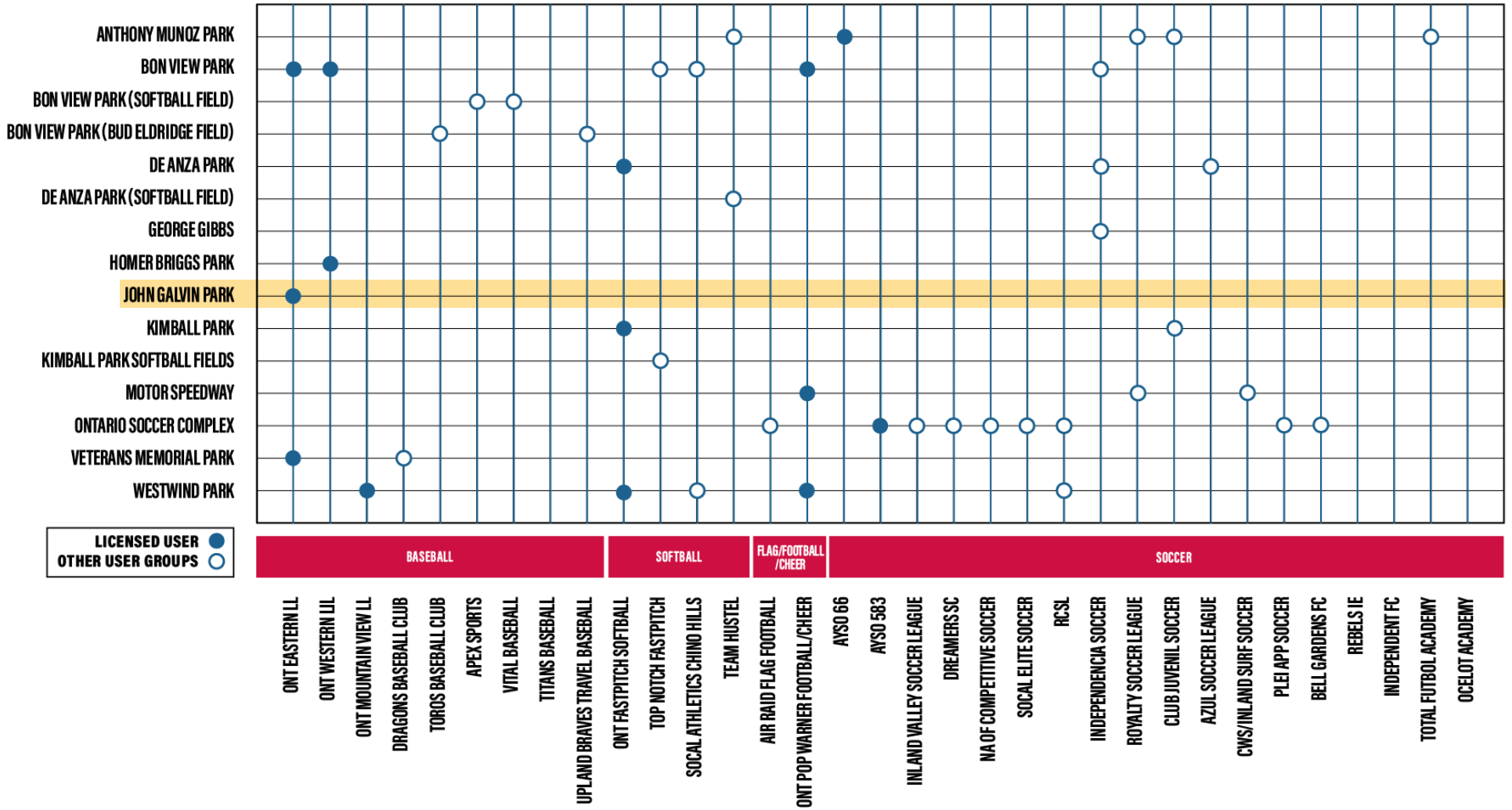
Littleton Field Most Recent Usage 2014 - 2025

19 User Groups

1001 Permits issued



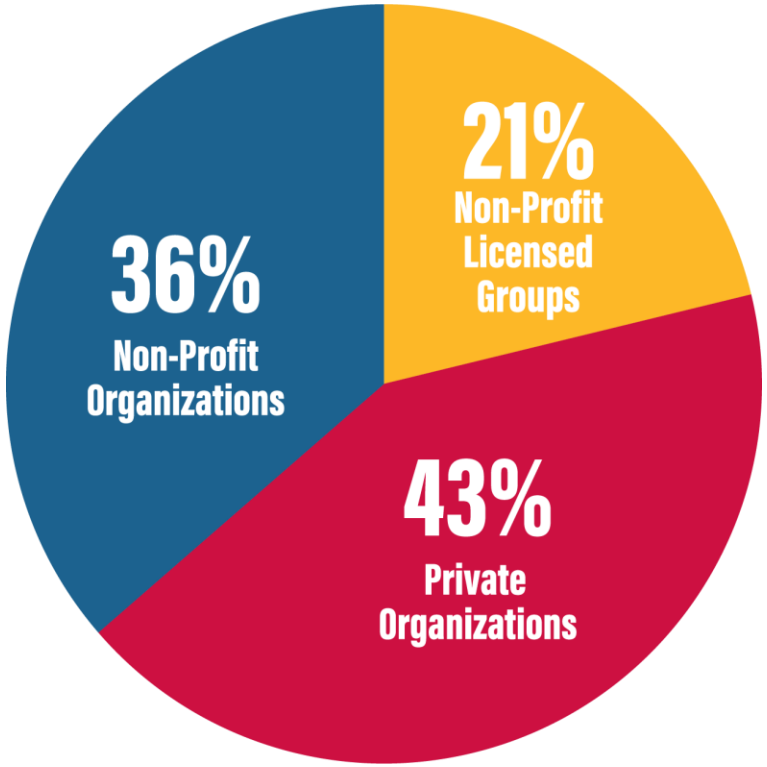
Frequent Field User Groups



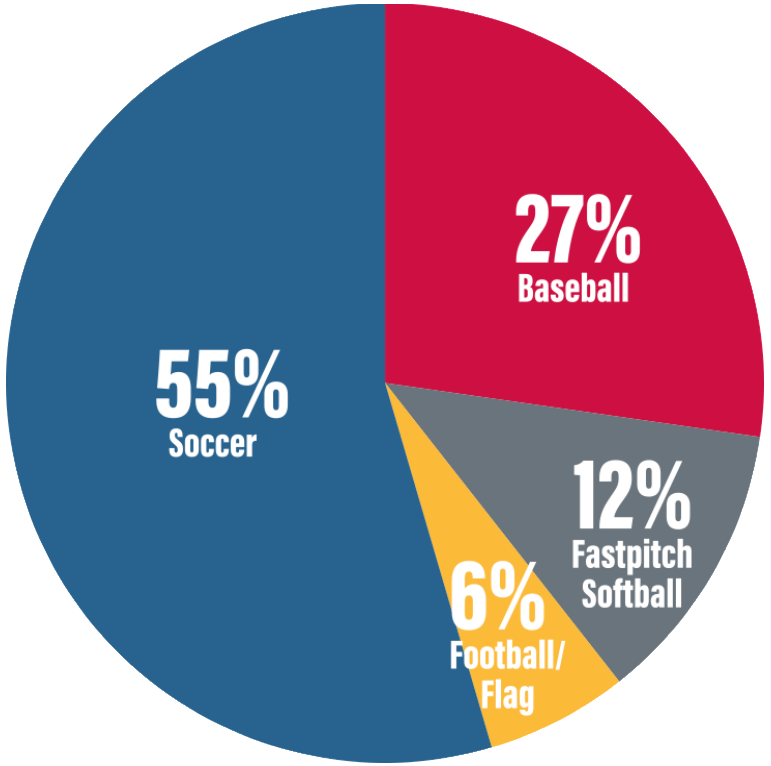
*Does not include field permits issued by School Districts

State of Youth Field Sports for Ontario

User Group Type



Permit by Sport



Participants by Licensee

4000 SOCCER

1025 BASEBALL

600 SOFTBALL

425 FOOTBALL

Current Park Amenities

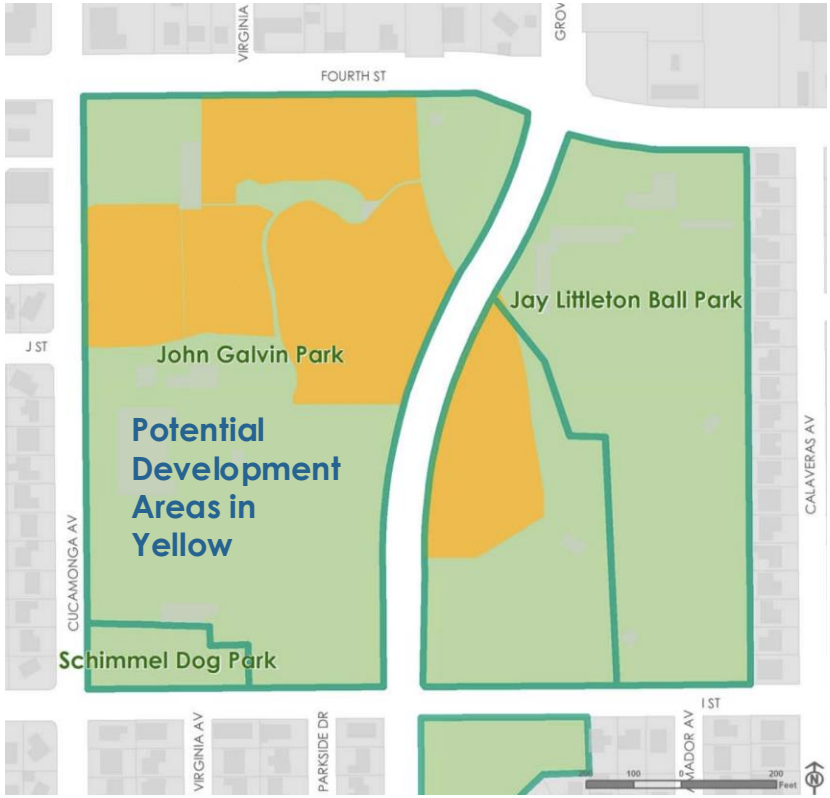
	Multipurpose Field	Softball	Baseball	Soccer
Sam Alba Park	1			
George Gibbs Park	1			
Centennial Park	1			
Cypress Park	1			
South Bon View Park	1			
North Celebration Park	1			
South Celebration Park	1			
Ontario Motor Speedway	1			
Creekside Park	1			
Kimball Park		2	1	
Veterans Memorial Park	1	1		
Jay Littleton Park			1	
Bon View Park	1	1	1	
Homer Briggs Park	1		2 *	
Anthony Muñoz Park		2		3
De Anza Park		1		1
Westwind Park		1	2	2
John Galvin Park	1	1	1	
Ontario Soccer Complex				7

KEY

- Multipurpose Field
- Softball
- Baseball
- Soccer
- Lighted
- Unlighted

* Only 1 of 2 Fields is Lighted

Future Opportunities for John Galvin Park Amenities



Areas for development and potential amenities:

- Splash Pad
- Ball Field
- Community Center
- Pickleball
- Picnic Areas
- Soccer Field
- Multi-Purpose Path
- Adventure Playgrounds
- Skatepark
- Disk Golf Course
- Pump Track/ Bike Skills Course
- Rope/Adventure/ Skills Course

Source: Ontario Recreation& Parks Master Plan page 106-107

Concept Evolution For Galvin / Littleton









1.Historic

2.Multi-Purpose

3.Community Center

4.Water Feature

1. Historic Concept



$28 M – 34 M

$93 M – 101 M

Including parking structures

2. Multi-Purpose Concept

$19 M – 23 M



3. Community Center Concept

$47 M – 51 M



4. Water Feature Concept



$20 M – 30 M

Any Questions?