

FINANCE COMMITTEE AGENDA
February 26, 2024
Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 24-031-2/12 – Amend S&B Code, Municipal Court Step Increases
3. 24-032-2/12 – Lease Contract w/ Lake Business Products – Municipal Court
4. 24-049-2/26 – 2024 Membership Renewal to Main Street Medina
5. 24-050-2/26 – General Liability Insurance Renewal
6. 24-051-2/26 – Donate PC's to Medina City Schools
7. 24-052-2/26 – Bids, 2024 Concrete Pavement Joint Sealing
8. 24-053-2/26 – Bids, 2024 Concrete Street Repair
9. 24-054-2/26 – Amend Ord. 5-24, Re: Medina Street Bridge Replacement
10. 24-055-2/26 – Budget Amendments
 - a. #2024-012
11. 24-056-2/26 – Engineering Design Services – Progress Drive Water Tower Recoating
12. 24-057-2/26 – Purchase – Body Camera and In-Car Camera Upgrade Project – Police
13. 24-058-2/26 – Cyber Security Liability Insurance Renewal
14. 24-059-2/26 – Exp. Over \$20,000 – Coulter Ventures (Rogue Fitness) Workout Room
15. 24-060-2/26 – Exp. Over \$20,000 – Design2Wellness – MCRC fitness equipment
16. Executive session (land acquisition)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 24-049-2/26 – 2024 Membership Renewal to Main Street Medina
- 24-050-2/26 – General Liability Insurance Renewal – Wichert Insurance
- 24-051-2/26 – Donate PC's to Medina City Schools – IT
- 24-052-2/26 – Bids, 2024 Concrete Pavement Joint Sealing
- 24-053-2/26 – Bids, 2024 Concrete Street Repair
- 24-054-2/26 – Amend Ord. 5-24, Medina Street Bridge Replacement
- 24-055-2/26 – Budget Amendments
- 24-056-2/26 – Engineering Design Services for Progress Dr. Water Tower Recoating
- 24-057-2/26 – Body Camera Upgrade Project – Police
- 24-058-2/26 – Cyber Security Liability Insurance Renewal
- 24-059-2/26 – Exp. Over \$20,000 – Coulter Ventures (Rogue Fitness) – Police Workout Room
- 24-060-2/26 – Exp. Over \$20,000 – Design2Wellness – Fitness Equipment for MCRC

2/26/24

REQUEST FOR COUNCIL ACTION

No. RCA 24-031-2/12

FROM: Medina Municipal Court

Committee: Finance

DATE: January 31, 2024

SUBJECT: Step Payscale Modifications Amend SrB Code 31.05

SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully requests that Council approve modification of three (3) Step Pay scale staff positions.

Modified Step Positions

- (1) Assignment Commissioner
- (2) Deputy Chief Probation Officer

Current Step

- G5 Step F/\$26.81
- G9 Step F/\$32.59

Proposed Step

- G6 Step F/\$28.15
- G10 Step F/\$34.22

Establish Step Position

- (3) Probation Officer/Specialized Docket

Current Step

- G7 Step F/\$29.56

Proposed Step

- G8 Step F/\$31.04

This request is deemed necessary to align the pay scale of key staff positions with their counterparts in other comparable Ohio Municipal Courts, to account for expanded responsibilities assumed by key personnel, to enhance employee retention in key positions, and to recognize skillsets uniquely critical to the court's operation.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No. 001-0705
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Pay scale adjustments are effective as of 1/1/2024 (retro pay)

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 2-12-24 HOLD UNTIL 2-26 Mtg.

Ord./Res.
Date:

		Mayor, confirmed by Council	
1	Asst. Law Director/Asst. Prosecutor (part-time)	Part-time	
2	Assistant Prosecutor (part-time*)	Part-time	
1	Assistant Prosecutor (part-time)	Part-time	
2	Law Department Secretary (unclassified)	Part-time	
1	Clerk (part-time)	Unclassified	
		Part-time	

(A) For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, with the exception of special assessment bonds: \$100.00

(B) For all services in connection with any special assessment proceedings, except sidewalk assessments, including the sale of bonds for said proceedings: \$200.00

*-See Section 31.04(F) for special regulations concerning this position.
 Ord. 5-03, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19, 201-23

MAYOR'S OFFICE

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Mayor	Sec. 31.01	Elected
1	Administrative Office Manager	Pay Grade 110	Subject to Civil Service Rule IIIA
		(annual salary paid bi-weekly)	

MUNICIPAL COURT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Chief Probation Officer ****	16 A-F	Unclassified
1	Deputy Chief Probation Officer	9 A-F → to 10 A-F	Unclassified
1	Court Reporter	11 A-F	Unclassified
1	Probation Officer/ <i>Specialized Clerk</i>	7 A-F → to 8 A-F	Unclassified
1	Probation Secretary*	5 A-F	Unclassified
1	Assignment Commissioner	5 A-F → to 6 A-F	Unclassified
1	Building and Properties Custodian	31 A-F	Unclassified
1	Intensive Supervision Probation Officer**	Sec. 31.02(B)(6)	Grant Position

1	Probation Officer/Group Facilitator*****	Sec. 31.02(B)(6)	Grant Position
1	Court Security Officer***** (part/time)	Sec. 31.02(B)(5)	Part-time
1	Building Custodian (part/time)	Sec. 31.02(B)(5)	Part-time
1	Specialized Director Probation Officer		

*That the position of Probation Secretary may be filled by more than one person, not to exceed forty-eight (48) hours in one week if filled by two part-time positions, and shall be paid from the Probation Services Fund.

** Positions effective to June 30, 2021 from Intensive Supervision Grant. The Intensive Supervision Probation Officer shall receive health care, vacation, sick, and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant. (Ord. 128-04, 164-05, 144-12, 25-16, 158-17, 110-19, 175-20)

**** For the position of Chief Probation Officer, Account No. 001-0705 of the General Fund will absorb wages up to Pay Grade 13F. The balance of the funding for this position shall come from Account No. 161-0705, Probation Services Fund. (Ord. 37-04, Effective 4-1-04)

***** The position of Court Security Officer may be filled by more than one person.
 ***** The position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by the grant. Currently, as of January 13, 2020 - 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week from the CCA Grant.
 (Ord. 175-05, 234-05, 273-05, 130-06, 153-06, 247-06, 26-07, 129-08, 104-09, 69-12, 20-12, 126-19, 24-20, Ord. 175-20)

PARKS AND RECREATION DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Director of Parks, Recreation, Cemetery & Forestry *	Pay Grade 114	Unclassified/appointed by Mayor, confirmed by Council
1	(annual salary paid bi-weekly)		
1	Parks Foreman	37 A-F	Classified
1	Parks Maintenance Technician	32 A-F per contract	Classified
1	City Arborist	9 A-F	Classified
1	Laborer	31 A-F per contract	Classified
1	Sexton	34 A-F per contract	Classified
1	Clerical Help	Sec. 31.02(B)(1)	Part-time
1	Full-time Tree Care Technician	34 A-F per contract	Classified
1	Cemetery Laborer	31 A-F per contract	Classified
1	Turf Technician	per contract + 7%	Part-time

REQUEST FOR COUNCIL ACTION

No. RCA 24-032-2/2

FROM: Medina Municipal Court

Committee: Finance

DATE: January 31, 2024

SUBJECT: Lake Business Products – Lease Contract

SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully requests that Council approve 60 month lease with Lake Business Products for two Cannon Image Runner desk printers.

These two printers will be used for the Magistrate's Courtroom/Magistrate's Office and Judge Werner' Administrative Assistant Jacki Ols office. This lease will cover supplies and maintenance costs for 60 months.

Pending Law Director's approval of contract.

*Greg Huber
OK'd per Cindy L.*

Estimated Cost: \$390.64 per month/\$4,687.68 per year/\$23,438.40 60 month contract

Suggested Funding:

- sufficient funds in Account No. 001-0705-53321
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: *2/12/24 Hold until 2/26 Meeting*

Ord./Res.

Date:



Customer Care Agreement

APPLICATION NO.

AGREEMENT NO.

653 Miner Road • Highland Heights, OH 44143 • Phone: 440.953.1199 • Fax: 440.975.2278

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Lake Business Products, Inc.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED. Includes Canon imageRUNNER entries.

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Form with fields for 60 Payments* of \$, Security Deposit* \$, and various payment/overage details.

By signing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 14 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature line for Lake Business Products, Inc. with fields for SIGNATURE, TITLE, DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for MEDINA MUNICIPAL COURT with fields for SIGNATURE, TITLE, DATED.

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Signature line for MEDINA MUNICIPAL COURT with fields for SIGNATURE, TITLE, ACCEPTANCE DATE.

PRINT NAME

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing...

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such form and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus unbooked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as were not further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT: We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return of storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates or exists or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. SECURITY DEPOSIT: You will pay any security deposit on the date you sign this Agreement; you grant us a security interest in the security deposit. In the event this Agreement is not fully completed or is in default, the security deposit will be retained by us to compensate us for our processing and other expenses. The security deposit is non-interest-bearing, and it or a part may be applied by us to satisfy any amount owed to us by you, in which event you will promptly restore the security deposit to its full amount. If you fully comply with all conditions herein and you have never been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 8 or when we are fully paid.

10. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

11. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

12. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HERUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

13. LAW; JURISDICTION; WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

14. MAINTENANCE AND SUPPLIES: Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee up to \$5.00 per asset to cover the costs of shipping supplies to you. Connectivity and Network Support covers connectivity, networking and application issues due to an equipment installation, Internet service provider changes, email provider changes, password changes, computer changes or additions, or setup of additional functionality including but not limited to ID codes, scans to email/folder/cloud, loading print drivers and troubleshooting problems. You acknowledge and agree that Supplier can charge a monthly fee up to \$10.00 monthly per piece of Equipment covered under this Agreement, in addition to the other amounts due under this Agreement, for the term printing individual files. You acknowledge and agree that Supplier can charge a monthly fee up to \$10.00 monthly per piece of Equipment covered under this Agreement, in addition to the other amounts due under this Agreement, for the term printing individual files. You acknowledge and agree that Supplier can charge a monthly fee up to \$10.00 monthly per piece of Equipment covered under this Agreement, in addition to the other amounts due under this Agreement, for the term printing individual files. You agree to produce the minimum number of clicks/prints shown on page 1, for each applicable click/print type. Regardless of the number of clicks/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered click/print that exceeds the applicable minimum number of clicks/prints. Clicks/prints made on equipment marked as not financed under this Agreement will be included in determining your click/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

CONTRACT TERMS AND CONDITIONS

1. All reference made to Lake Business Products, Inc. (LBP) will apply to LBP and all its Subsidiaries.
2. LBP Inc. agrees to perform service, to include labor and parts required in the operation of the Customer's copier equipment, for the term of the contract from the effective contract date, with respect to the equipment identified on the reverse side and/or attached schedule hereof, in accordance with the following terms and conditions. This contract represents the entire agreement between the parties and is a non-cancelable/irrevocable contract. This contract cannot be canceled or terminated, unless otherwise stated.
3. Any modifications to this contract require prior approval from an officer of LBP. The equipment contained on the reverse side hereof must be in good condition on the commencement date of this contract. Customer agrees to pay LBP in addition to the amount shown on the reverse side hereof, for parts and labor required to place the equipment in such condition unless covered under applicable warranties. LBP will supply to the Customer all labor, parts and toner required in the operation of Customer's copier equipment for the contract term stated on this contract from the effective contract date. In consideration thereof, the Customer agrees to pay LBP at the indicated schedule on the front of this contract. A single meter impression is defined as one impression per side for a copy or print up to 8 1/2" x 14". Any copy or print larger than this will be charged two meter impressions per side. Equipment may be added and/or removed from this contract with written notice. Should equipment be added, the cost of the contract may increase. All equipment models using the same supplies must be included (or excluded) on this contract. LBP reserves the right to charge back for page counts, on any copier that has not previously been accounted for, at the rate of the current contract.
4. Connectivity and Network Support covers connectivity, networking and application issues due to an equipment installation, internet service provider changes, email provider changes, password changes, computer changes or additions, or setup of additional functionality including but not limited to ID codes, scan to email/folder/cloud, loading print drivers and troubleshooting problems printing individual files. Customer acknowledges and agrees that LBP can charge a monthly fee up to \$10.00 monthly per piece of equipment covered under this agreement, in addition to the other amounts due under this contract, for the term of the contract. Customer acknowledges such support can require data and/or files to be accessed, deleted or damaged and agrees to take the appropriate precautions to backup, secure and protect all software, data and media prior to requesting LBP to provide support.
5. This contract shall be reviewed annually by LBP and is subject to annual increases. Pricing may be adjusted to LBP contract rates in effect at the time of applicable annual review. At times other than the anniversary date, LBP has the right to increase the current cost of the contract with 30 days written notice. In addition, LBP may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
6. Liquidated Damages: In the event of Customer's default or upon his election and the subsequent termination of this agreement, Customer promises to pay LBP the following amounts as liquidated damages (and not as a penalty) for the breach hereof: A) Any unbilled base amounts for the remaining unbilled periods per the terms of the original contract. B) Non base cost per copy contracts, the average monthly volume(s) times the remaining unbilled periods per the terms of the original contract. C) Any overage amounts for remaining unbilled periods per the terms of the original contract. Non base cost per copy and overage amounts (if any) will be estimated and billed using average monthly volumes from acquired meter histories for each piece of equipment if actual final meters cannot be obtained.
7. Default: If Customer shall default in the performance of any obligation hereunder, and such default remains uncured after seven (7) days notice thereto, LBP may terminate this contract and charge the Customer according to the formula contained in paragraph 6 above.
8. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains in LBP until said supplies are consumed to the extent they may not be further utilized in the copy making process. In the event of Customer's default or cancellation of this contract, all such supplies and consumable parts shall be returned to LBP on demand. Additionally, LBP reserves the right to charge the Customer a prorated amount for any unused portion of drum remaining. The proration shall be established by using the following formula: LBP retail drum price / manufacturers specification recommended drum volume x actual remaining drum volume = prorated amount.
9. This contract is not assignable or transferable without prior written consent of LBP.
10. Complete Agreement: The Customer specifically agrees that no other representations, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this contract.
11. This contract does not include purchase, delivery or installation charges of equipment, optional accessories (specifically the installation) or major modifications to the equipment.
12. LBP shall perform maintenance cleaning, inspections, adjustments, repairs and replace defective parts without additional charge to the Customer, providing such calls are made during normal business hours. Overtime charges, at LBP current rates, will be charged on all service calls performed outside of normal business hours. Normal business hours are herein defined to mean 8:00am-5:00pm, M-F, exclusive of holidays.
13. Customer agrees LBP will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance; (ii) Customer modifying, relocating, damaging, misusing the Equipment, and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage, power surges or brown outs; (vi) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; (vii) Improper conditions of the environment such as excessive dust, chemical residues, abnormal temperatures or, (viii) accident, abuse, misuse, theft, casualty or negligent act of Customer or Customer's agents. LBP will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorize such work, Lake Business Products, Inc. and its subsidiary companies may refuse to renew this maintenance agreement for the equipment in question and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis.
14. When the manufacturer's life expectancy of the equipment has been exceeded, the manufacturer has discontinued ongoing support of covered equipment, or equipment reaches seven (7) years from original release date (whichever comes first) and normal repairs and parts replacement, as determined by LBP, cannot keep a unit in satisfactory operating condition, Lake Business Products, Inc. and its subsidiary companies may refuse to renew this maintenance agreement for the equipment in question and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis, so long as LBP inventory allows.
15. Customer will allow LBP to collect meter readings in accordance with this agreement. Meter readings on all connected/networked equipment will be collected electronically via print management software installed on the equipment or at the customer location. For non-connected/non-networked equipment, LBP will request meter readings via automatic email to the Customer and it is the Customer's responsibility to submit the meters readings to LBP. Should the Customer not be able to receive emails, LBP will fax a meter reading request to the Customer in which case the Customer must supply the meter readings to LBP. The Customer agrees to provide current and correct meter readings by the expected due date to insure accurate and timely billings. If the Customer does not report meter readings upon receipt of the meter reading request or the submitted meter readings are inaccurate, LBP will calculate estimated meter readings based on equipment average monthly usages and bill the Customer in accordance to the frequency contracted for. LBP may assess an additional surcharge to offset administrative costs should phone calls need to be made to the Customer to obtain meter readings due to Customer's failure to report meter readings.
16. Attorney's Fees: The Customer shall pay all LBP costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against the Customer, including reasonable attorney's fees, whether or not a suit be brought.
17. Certain copiers must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. The Customer shall ensure that the copier is placed in an area that conforms to these requirements. This maintenance agreement does not cover service necessitated by malfunctions of parts, attachments and/or software packages not supplied by or through LBP or by use of operating supplies which are not compatible with the equipment. The Customer shall use only those supplies provided by Lake Business Products, Inc. in the equipment.
18. The Customer agrees to pay all invoices tendered for supplies and/or services performed and/or parts installed on equipment hereof on the reverse side, when said services are performed in advance of payment by the Customer. All invoice terms are "Due Upon Receipt". All past due invoices are subject to late fees of 1.5% of unpaid balance, not to exceed 18% per annum. LBP has the right to terminate this maintenance agreement and discontinue service in the event the Customer becomes delinquent in payment.
19. LBP shall furnish all supplies (except paper, cartridge staples) on supply inclusive contracts, to the equipment identified on the reverse side and/or attached schedule, to be delivered at accepted intervals in quantities, as usage history dictates, as determined by LBP with additional deliveries as required. LBP reserves the right to charge the Customer for supplies ordered in excess of levels dictated by average billing period volumes and manufacturer specifications and/or yields. Shipping for maintenance agreements that include supplies will be via UPS Ground next day/second day air. All other shipping methods such as rush orders, messenger and etcetera, will be billed to the Customer and may include special processing charges.
20. LBP Customer Service Engineers do not carry or deliver consumable supplies (toner, developer etc.). It is the Customer's responsibility to have the necessary supplies available for the Customer Service Engineer's use.
21. LBP will not be responsible for replacing or paying for replacement of any data, memory, or information, which is lost, altered, or damaged while stored in equipment. In no event will LBP be liable for lost profits or other consequential damages even if LBP has been advised of the possibility of such damages or for any claim against the Customer by any other party.
22. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

Customer Acceptance (Initial) _____

Date _____

Rev 1.15.2024



Maintenance Contract

MEDINA MUNICIPAL COURT

Company Name
135 N ELMWOOD AVE
 Equipment Location Address
MEDINA, OH 44256-1878
 City, State, Zip
(330) 723-3287
 Phone Number
0
 Meter Contact
 -
 Meter Contact Phone Number

MEDINA MUNICIPAL COURT

Billing Company Name (if different)
135 N ELMWOOD AVE
 Billing Address (if different)
MEDINA, OH 44256-1878
 City, State, Zip
 Purchase Order Number
0
 Meter Contact Email Address
 Meter Contact Fax Number

Supplies Included: Yes No **Contract included in "Customer Care Agreement":** Yes No **Commencement Date:** _____
(Inks, Developers, Masters, Paper (Media), Staple Cartridges, Fax Cartridges and Consumables are not included in the contract.)

Covered Equipment:

Model Number	Serial Number	ID Number	Meter Reading
IR ADV DX C478IF			
IR ADV DX C568IF			

SEE ATTACHED SCHEDULE "A" SEE ATTACHED SCHEDULE "B"

In consideration thereof, the customer promises to pay Lake Business Products at the indicated schedule(s) below.

Multifunction Copier / Printer (SCHEDULE A):

B&W Base	\$ 31.60	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	B&W Prints Included:	4000	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
B&W Overages	\$ 0.0079		Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			
Color Base	\$ 98.00	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	Color Prints Included:	2000	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
Color Overages	\$ 0.0490		Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			

Managed Print Service (SCHEDULE B):

B&W Base	\$ _____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	B&W Prints Included:	_____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>
B&W Overages	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			
Color Base	\$ _____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	Color Prints Included:	_____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>
Color Overages	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			

Wide Format: (Includes Labor, Parts, Ink/Pearl Cartridges, Print Heads and Cutting Cartridges. Media is not included.)

PlotWave Base	\$ _____	Per: MO <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Sq Ft Included:	_____	Per: MO <input type="checkbox"/>
PlotWave Ovg	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/>			
ColorWave Base	\$ _____	Per: MO <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Sq Ft Included:	_____	Per: MO <input type="checkbox"/>
ColorWave Ovg	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Total Annual ColorWave Pearls Included:	_____	
ImagePROGRAF eService Per: MO <input type="checkbox"/> Per Sq Ft: Meter A \$0.20 - Meter B \$0.30 - Meter C \$0.50 - Meter D: \$0.75 - Meter E \$1.25						

Miscellaneous Equipment:

Base \$ _____ Per: MO YR Billed: M Q SA A

Term:

12 MOS 24 MOS 36 MOS 48 MOS 60 MOS OTHER _____

Special Instructions:**Customer Decline**

A Maintenance Contract is not desired. Lake Business Products has requested to provide service, parts, and supplies on a per call basis at Lake Business Products' prevailing rate at the time service and/or supplies are requested.

Customer Signature _____

Print Name _____

Date _____

Customer Acceptance

The Maintenance Contract, consisting of the terms and conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures.

Customer Signature _____

Print Name _____

Date _____

O.K.
Dennis Hanwell
2-7-24

REQUEST FOR COUNCIL ACTION

No. RCA 24-049-2/26
Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: February 7, 2024
SUBJECT: 2024 Membership Renewal to Main Street Medina

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to renew the annual membership with Main Street Medina.

See attached invoice from Main Street Medina.

Estimated Cost: \$30,000

Suggested Funding: 001-0707-52215

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



**MAIN STREET
MEDINA**

39 Public Square, Suite 305
Medina, OH 44256
330-722-6186

2/26/2024

INVOICE #02262024

BILL TO

City of Medina
132 North Elmwood Ave.
Medina, OH 44256

Details

AMOUNT

Membership Renewal

\$30,000.00

TOTAL \$30,000.00

Please make all checks payable to Main Street Medina
If you have any questions concerning this invoice, please contact
George Sam, 330-722-6186 or george@mainstreetmedina.com

Remit payment to Main Street Medina, 39 Public Square,
Suite 305, Medina OH 44256

THANK YOU FOR YOUR SUPPORT!

DK
D. Hanwell
2-20-2024

REQUEST FOR COUNCIL ACTION

No. RCA 24-050-2/26

FROM: Mayor Dennis Hanwell
DATE: February 20, 2024
SUBJECT: General Liability Insurance Renewal

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to sign the renewal agreement and supplemental applications with Selective and Cincinnati Insurance Companies for General Liability Coverage for the City of Medina. These insurance companies were recommended by our insurance broker, Wichert Insurance. The policies are effective 4/1/24 through 4/1/25.

Respectfully ask the Council to permit taking this approval from Finance to Council and passing at the February 26, 2024 meetings to avoid having to use the Emergency Clause.

Estimated Cost: \$ 232,230.59

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 50-24
2/26/24



Office: (330) 723-3631
Fax: (330) 723-1434
www.wichert.com

119 North Court St.
Medina, OH 44258-0488

February 15, 2024

City of Medina
132 North Elmwood Ave
Medina, OH 44256

Attn: Mayor Dennis Hanwell
Sherry Crow, Administrator to the Mayor
Re: 2024 Property & Liability Insurance

Dear Mayor & Sherry:

Enclosed is your 2024 Property & Liability Insurance program with Selective and Cincinnati Insurance Companies. Please review the detailed premium comparison enclosed. This is our way of providing you with not only the annualized changes we made on the policy, but also the changes that are reflected on the 2024 renewal.

As a reminder, this is year 2 of 5 where Selective is incrementally accounting for the 49 vehicles that were accidentally left off the overall vehicle count when they wrote your coverage in 2022. In addition to this, your renewal pricing reflects the following changes:

1. 4% increase in the City's overall property values
2. 9 Additional FT employees, 9 Additional PT Employees and 20 Additional Seasonal Employees
3. 3 Additional Full-Time Officers, 1 Additional Canine and 1 Additional Dispatcher

The overall renewal increase is 10%, however if you disregard the 20% increase in the auto premium to account for the missing vehicles, Selective's overall increase is only 6%, which is well within what we are seeing on renewals across the board.

Market Update:

At this juncture, the overall insurance market is in a bit of a flux. Generally speaking, the insurance market has remained stable in past financial crises. However, the insurance market is proving to be volatile in this inflationary environment, particularly for those with losses. Inflation (both economic and social) paired with low investment returns leads to more expensive claims and rate increases among carriers.

Property and Auto losses are at all-time highs due to the increased cost of vehicles, construction, labor and materials. Property rates are currently +18% on average across the US Insurance Market. Auto rates are up on average, +17%. For example, we've had several instances where our municipal clients have had claim payouts on totaled vehicles that are worth more than the original purchase. All carriers are demanding rate increases as well as increases in property values to account for higher replacement costs.

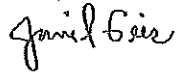
Public Entity Risk Management & Insurance

Trusted Advisors:

In closing, I want to thank you for your continued confidence in our team. We look forward to another year of service. In the meantime, please let me know if you have any questions.

Sincerely,

Wichert Insurance

A handwritten signature in cursive script that reads "Janie L. Geis".

Janie L. Geis, CPIA
Principal

CITY OF MEDINA
April 1, 2024 RENEWAL

	<u>2023-2024</u>	<u>Annualized</u>	<u>2024-2025</u>
Property	\$27,635	\$28,616	\$32,989
Inland Marine	\$8,034	\$8,034	\$9,743
General Liability	\$20,851	\$20,851	\$21,983
Abuse & Molestation	\$2,505	\$2,505	\$2,505
Pesticide Herbicide	\$559	\$559	\$559
Auto	\$39,133	\$39,133	\$48,664
Public Officials	\$22,676	\$22,676	\$23,427
Law Enforcement	\$33,170	\$33,170	\$36,219
Umbrella	\$42,735	\$42,735	\$43,804
TOTAL (Selective)	\$197,298	\$198,279	\$219,893
Boiler (Cincinnati)	\$6,095	\$6,095	\$6,503
Drone	\$5,974.88	\$5,974.88	\$5,834.59
TOTAL	\$209,367.88	\$210,348.88	\$232,230.59

Property

4% Increase Plus the Increases Tracy made (see SOV)
2023 Blanket Property Limit is \$67,714,574
2024 Blanket Property Limit is \$70,423,156

Auto-Composite

2022 = Rated on 90 vehicles including fire vehicles (Actual Count 139)
2023 = Rated on 102 vehicles including fire (Actual Count 142)
2024 = Rated on 112 vehicles including fire vehicles (Actual Count 147)

Public Officials

9 Additional Full Time Employees
9 Additional Part Time Employees
20 Additional Seasonal Employees

General Liability

Expenditures trended 2%

Drone

No. of Drones reduced from 7 to 6 this year

Law Enforcement

3 Additional Full Time Employees
Added 1 Canine
1 Additional Dispatcher

City of Medina

Insurance and Risk Management Proposal

Policy Period: April 1, 2024 to April 1, 2025

Carriers: Selective Insurance Company
Cincinnati Insurance Company
Allianz Global Corporate & Specialty

Presented By: Janie Geis, CPIA
Principal



1200 Graham Road
Cuyahoga Falls, OH 44224
www.wichert.com

PREMIUM SUMMARY

I.	Property.....	Included
II.	Equipment Breakdown	Included
III.	Inland Marine.....	Included
IV.	Automobile	Included
V.	General Liability.....	Included
VI.	Abuse/Molestation	Included
VII.	Pesticide/Herbicide	Included
VIII.	Law Enforcement Liability	Included
IX.	Public Officials & Employment Practices	Included
X.	Umbrella.....	Included
XI.	Unmanned Aircraft.....	Included

Total Annual Premium.....\$232,230.59

COMPANY:

**Selective Insurance Company
A.M. Best's Rating: A+: XV**

**Cincinnati Insurance Company
A.M. Best's Rating: A+: XV
(Equipment Breakdown)**

**Allianz Global Corporate & Specialty
A.M. Best's Rating: A+: XV
(Unmanned Aircraft)**

Certified Acts of Terrorism Coverage is included

Disclaimer: This presentation represents a general description of proposed insurance coverage. This summary is necessarily brief and is meant only as a supplement to the actual policies. The information presented limits itself to the highlights of various coverages and cannot be applied as a substitute for the actual insurance policies. Further clarification of coverages, conditions, or exclusions may be obtained from the specific insurance policies and forms.

I. PROPERTY

A.	Blanket Buildings, Contents & Property in the Open.....	\$70,423,156
B.	Special Form Perils Including Theft.....	Included
C.	Replacement Cost Coverage.....	Included
D.	Coinsurance.....	Agreed Amount
E.	Deductible (disappearing).....	\$5,000
F.	Flood (\$50,000 ded).....	\$5,000,000
G.	Earthquake (\$50,000 ded).....	\$5,000,000
H.	Extensions:	
1.	Accounts Receivable.....	\$250,000
	Fire Department.....	Actual Loss Sustained
2.	Arson, Theft and Vandalism Rewards.....	\$25,000
3.	Automated External Defibrillators.....	\$10,000
4.	Back Up of Sewer, Drain or Sump Direct Damage.....	\$100,000
5.	Building Owner –Tenant Move Back Expenses.....	\$25,000
6.	Business Income/Extra Expense (no deductible).....	Actual Loss Sustained
7.	Business Income at Newly Acquired Location.....	\$250,000
8.	Canine Coverage.....	\$10,000/\$25,000
9.	Claim Expenses.....	\$50,000
10.	Commandeered Property (*).....	Actual Loss Sustained
11.	Computer Equipment & Electronic Data (*).....	\$100,000
	Fire Department.....	Actual Loss Sustained
12.	Computer – Virus or Harmful Code.....	\$25,000/\$75,000
13.	Confiscated Property – Any One Year.....	\$100,000
14.	Debris Removal.....	\$50,000
	Fire Department.....	Actual Loss Sustained
15.	Fine Arts (*).....	\$25,000
	Fire Department.....	Actual Loss Sustained
16.	Fire Extinguisher Equipment (no deductible).....	Actual Loss Sustained
17.	Grave Markers & Headstones (\$250 deductible).....	\$25,000/\$50,000
18.	Installation Property.....	\$25,000
19.	Lock Replacement if keys are stolen (no deductible).....	\$10,000
20.	Loss Reduction Rewards	
	10% of loss or maximum (no deductible).....	\$25,000
21.	Mobile Equipment (*).....	\$25,000
22.	Money and Securities Off Premises/On Premises (*).....	\$25,000
23.	Newly Acquired or Constructed Buildings.....	\$2,000,000
	(if reported within 180 days)	
24.	Ordinance or Law (A) –Undamaged Parts of Building (*).....	Included in Bldg Limit
	(B) – Demolition Costs.....	\$500,000
	(C) – Increased Cost of Construction.....	\$500,000
	Ordinance or Law for Fire Dept (A, B & C).....	Actual Loss Sustained
25.	Outdoor Property (*).....	\$500,000
26.	Outdoor trees, shrubs & plants (\$2,500 any one item) (*).....	\$25,000/100,000

PROPERTY EXTENSIONS CONTINUED

27.	Personal Effects (no deductible).....	\$5,000/\$25,000
	Fire Department	Actual Loss Sustained
28.	Personal Property at Newly Acquired Locations	\$1,000,000
	(if reported within 180 days)	
29.	Personal Property at Unnamed Premises (*).....	\$100,000
30.	Pollutant Clean Up and Removal.....	\$25,000
	Fire Department	Actual Expenses Incurred
31.	Property In Transit (*).....	\$50,000
32.	Spoilage due to utility failure (*).....	\$25,000
33.	Tools & Equipment (*)	\$10,000
34.	Underground Fiber Optic Cable (\$2,500 deductible)	\$10,000/\$50,000
35.	Unscheduled bleachers, grandstands, scoreboards, refreshment stands, etc. (*).....	\$100,000
36.	Valuable Papers and Records.....	\$250,000
	Fire Department	Actual Loss Sustained

*Coverage extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,500 feet of the described premises.
(*) denotes \$500 deductible*

II. EQUIPMENT BREAKDOWN

A.	Network Systems Coverage (Excluding Production Machinery).....	Unlimited
B.	Business Interruption and Extra Expense (12 months)	Unlimited
C.	Water Damage	\$100,000
D.	Ammonia Contamination	\$100,000
E.	Hazardous Substance	\$100,000
F.	Data, Media and Software Restoration	\$100,000
G.	Ordinance or Law	\$100,000
H.	Mold, Fungus and Mildew.....	\$100,000
I.	Business Interruption/Actual Loss/Extra Expense 12 Months	Unlimited
J.	Products Subject to Spoilage.....	Unlimited
K.	Deductible	\$5,000

III. INLAND MARINE

A. Contractors Equipment.....	\$975,911
B. Leased/Rented Equipment	\$250,000
C. Emergency Services Portable Equipment.....	\$400,000
D. Electronic Information Systems (additional \$100,000 in elitepac) ...	\$300,000
E. Inland Marine Premier Pac (\$25,000 each item).....	\$100,000
F. Deductible	\$1,000

IV. AUTOMOBILE LIABILITY

A. Limit Per Occurrence.....	\$1,000,000
<i>Combined Single Limit Bodily Injury and Property Damage Liability</i>	
B. Medical Payments	\$5,000
C. Uninsured/Underinsured Motorists	\$100,000
D. Comprehensive Deductible.....	\$500
E. Collision Deductible	\$500
F. Garagekeepers Legal Liability	\$60,000

Includes:

- All Owned Autos
- Hired and Non-Owned Auto
- Includes Fellow Volunteer Extension
- Fellow Employee exclusion deleted
- Composite Rate Endorsement

Extensions of Coverage:

1. Pollution exclusion does not apply to "emergency operations" or "training operations"
2. Hired car physical damage \$250,000 sublimit
3. Lease-Gap coverage included for any leased vehicle
4. Deductible reimbursement for volunteers' vehicles up to \$1,000
5. Deductible reimbursement for fire dept. volunteers vehicles up to \$2,500
6. Towing and Labor up to \$500 for disabled ambulance
7. Freezing coverage for permanently attached equipment
8. Glass deductible waived for all vehicles
9. Value Guard on all rescue vehicles

Value Guard Endorsement on all Fire Trucks and Ambulances providing payment for loss or damage to be the lesser of:

- What it would cost to repair covered auto or part
- What it would cost to replace a part or parts with like kind without depreciation
- What it would cost to replace vehicle with new vehicle of like kind & quality
- Limit of coverage scheduled on endorsement

V. GENERAL LIABILITY

A. Limit Per Occurrence.....	\$1,000,000
B. Bodily Injury and Property Damage	Included
C. Personal Injury/Advertising Injury	\$1,000,000
D. Products/Completed Operations Aggregate	\$3,000,000
E. General Aggregate	\$3,000,000
F. Fire Damage Legal Liability	\$1,000,000
G. Employer's Liability Stop-Gap.....	\$1,000,000
H. Employee Benefits Liability	\$1,000,000
I. Failure to Supply.....	\$1,000,000
J. Sewer Backup Liability.....	Included

Additional Coverages Included:

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Employees, Elected Officials & Volunteers as Additional Insureds
5. Temporary Liquor Liability
6. Blanket Contractual Liability
7. Broad Form Property Damage
8. Hostile Fire Pollution Liability
9. Non-Owned Aircraft
10. Non-Owned Watercraft (without size limit)
11. Cemetery Liability
12. Fire Department E&O
13. EMT Liability

Exclusions:

1. Riot, Civil Commotion, or Mob Action
2. Inverse Condemnation
3. Asbestos
4. Injury to Volunteer Firemen
5. Law Enforcement Activities
6. Pollution
7. Medical Payments

VI. ABUSE /MOLESTATION

Each Abuse or Molestation	\$1,000,000
Aggregate	\$3,000,000
Deductible	\$0

VII. PESTICIDE/HERBICIDE

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Deductible	\$1,000
Claims Made with Retro-Date.....	4/01/2022

VIII. LAW ENFORCEMENT LIABILITY

A. Limit Each Person	\$1,000,000
B. Limit Each Occurrence	\$1,000,000
C. Annual Aggregate.....	\$1,000,000
D. Deductible	\$10,000

IX. PUBLIC OFFICIALS LIABILITY & EMPLOYMENT PRACTICES

A. Limit Each Wrongful Act	\$1,000,000
B. Annual Aggregate.....	\$2,000,000
C. Deductible	\$10,000
D. Retro Date	4/1/1997
E. Loss of Wages	
Per Claim.....	\$100,000
Annual Aggregate.....	\$250,000
F. Public Officials Non-Monetary Coverage	
Per Claim.....	\$10,000
Aggregates	\$50,000
G. Employment Practices Non-Monetary Coverage	
Per Claim.....	\$100,000
Aggregate.....	\$100,000
H. Regulatory Taking of Property	
Per Claim.....	\$100,000
Aggregate.....	\$100,000
I. Limited Civil Defense	
Per Claim.....	\$50,000
Aggregate.....	\$300,000

X. UMBRELLA

- A. Limit Each Occurrence\$10,000,000
- B. Aggregate.....\$10,000,000
- C. Retention.....NIL

Follow Form:

- General Liability (including Fire Department E&O and EMT Malpractice)
- Automobile Liability
- Law Enforcement Liability
- Public Officials Liability
- Employment Practices Liability

Aggregate Limit applies separately to each line of coverage and per location

Umbrella Limit does not apply to any sub-limits under any underlying liability coverages

XI. UNMANNED AIRCRAFT

- A. Scheduled Aircraft – Limit of Liability Each Occurrence.....\$1,000,000
- B. Use of Non-Owned Aircraft Limit of Liability Each Occurrence\$1,000,000
- C. Automatic Liability Insurance for Newly Acquired Aircraft\$1,000,000
- D. Premises Liability Each Occurrence\$1,000,000
- E. Fire Legal Liability Each Occurrence\$100,000
- F. Sale of Aircraft and Aircraft Products and Services\$1,000,000
- G. Contractual Agreements –Subject to 30 day reporting\$1,000,000
- H. Personal Injury Each Offense and in the Annual Aggregate\$1,000,000
- I. Medical Payments\$5,000/\$50,000 aggregate
- J. Unexpected Landing Event.....25% of Insured Value
Or \$1,000 whichever is least subject to policy aggregate of \$2,500

****Will need copy of the Named Pilot's Part 107 certificate or certificate number***

OPTIONS

Increase Loss of Wages to \$250,000/\$500,000 – additional \$2,609

Increase Loss of Wages to \$500,000/\$1,000,000 – additional \$4,846

Increase Property Deductible to \$10,000 – Deduct \$4,373

Increase Property Deductible to \$25,000 – Deduct \$8,106

REQUEST FOR COUNCIL ACTION

No. ROA 24-051-2/26

FROM: Sgt. Darin Zaremba
DATE: February 20, 2024
SUBJECT: Donate PC's to Medina City Schools

Committee: Finance

SUMMARY AND BACKGROUND:

Request authorization to donate used Dell Optiplex PC's to the Medina City Schools.

See list of equipment attached.

- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Make	Model	Serial #	Released
Dell	Optiplex 7050	3M3X8N2	2017
Dell	Optiplex 7050	3M3T8N2	2017
Dell	Optiplex 7050	3M1W8N2	2017
Dell	Optiplex 7040	8G0NHH2	2015
Dell	Optiplex 7040	8FZRHH2	2015
Dell	Optiplex 7070	C00N333	2019
Dell	Optiplex 7050	3M2Y8N2	2017
Dell	Optiplex 7050	3M4W8N2	2017
Dell	Optiplex 7050	3M2V8N2	2017
Dell	Optiplex 7040	8FYKHH2	2015
Dell	Optiplex 7050	3M2Z8N2	2017
Dell	Optiplex 7050	3M1Y8N2	2017
Dell	Optiplex 7050	3M4Y8N2	2017
Dell	Optiplex 7040	J14BHB2	2015
Dell	Optiplex 7040	8FXKHH2	2015
Dell	Optiplex 7040	J159HB2	2015
Dell	Latitude 5500	J3NV733	2008
Dell	Latitude 5500	FQ3NL33	2008
Dell	Latitude 5500	58ZT633	2008
Dell	Latitude 5500	3GDPL33	2008

16 towers

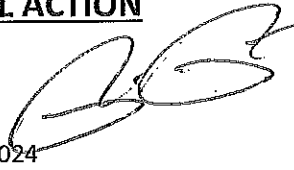
4 laptops

REQUEST FOR COUNCIL ACTION

*OK
20/21/22/23
2/20/24*

NO. RCA 24-052-2/26

FROM: Patrick Patton
DATE: February 20, 2024
SUBJECT: Bids for City Job #1165: 2024 Concrete Pavement Joint Sealing



COMMITTEE REFERRAL: Finance

This request is for permission to advertise, bid and award for the 2024 Concrete Pavement Joint Sealing project. This year we are asking for \$75,000 for various locations throughout the City.

The total cost for this project will be as follows:

• Construction (54411)	= \$ 74,300.
• Printing (53311)	= \$ 400.
• Advertising: (52214)	= \$ 300.
TOTAL:	= \$ 75,000.

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$75,000.

SUGGESTED FUNDING: Street Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 (\$75,000)

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

*OK
Hornell
2/20/24*

NO. RCA 24-053 - 2/26

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: February 20, 2024

SUBJECT: Bids- Job #1164: 2024 Concrete Street Repair

This request is for permission to advertise, bid and award the 2024 Concrete Street Repair project. This year we are asking for a total of \$650,000 (\$625,000 from the Street Capital Improvements fund; and \$25,000 from water capital improvements to cover repairs necessary due to water line breaks). The portion of this project to utilize water capital improvements funding is intended to cover the cost of street repairs due to water line repairs.

The total cost for this project will be as follows:

STREET FUNDING (108 0610)

- Construction (54411) = \$624,300.
 - Printing (53311) = \$ 400.
 - Advertising: (52214) = \$ 300.
- TOTAL: = \$625,000.

WATER FUNDING (513 0533)

- Construction (54414) = \$ 25,000.
- TOTAL: = \$ 25,000.

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$650,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 (\$575,000)
513 0533 54414 (\$ 25,000)

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

*ok
of Hammet
2-20-24*



NO. RCA 24-054-2/26

FROM: Patrick Patton

DATE: February 20, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Amend Ordinance 5-24 Regarding Engineering Design Services for Medina Street Bridge Replacement

Council previously approved Ord 5-24 (attached) which authorized an agreement with Cunningham and Associates for the design services for the Medina Street Bridge Replacement. This request asks to modify that ordinance to modify the account numbers to reflect the grant share of the project:

- 108-0690-54414: \$15,079.95 (20.7%) City Portion
- 380-0690-54414: \$57,770.05 (79.3%) OPWC Grant

Thank you for your consideration.

ESTIMATED COST: \$72,850.

SUGGESTED FUNDING: 108-0690-54414: \$15,079.95 (20.7%) City Portion
380-0690-54414: \$57,770.05 (79.3%) OPWC Grant

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ORDINANCE NO. 5-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AND SURVEYING AGREEMENT WITH CUNNINGHAM AND ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR THE MEDINA STREET BRIDGE REPLACEMENT PROJECT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to execute an Engineering and Surveying Agreement with Cunningham and Associates, Inc. for engineering design services for the Medina Street Bridge Replacement Project.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$72,850.00 are available in Account No. 108-0610-54411.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: January 8, 2024

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 9, 2024

SIGNED: Dennis Hanwell
Mayor

Effective date: February 7, 2024

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 24-055/2/26
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. 2024/012
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
001-0710-50111	Ct clerk - wages	001-0710-53313	Ct clerk - operating supplies	5,000.00	x		cover expenses
		001-0743-53322	Public bldgs - maint of eq	14,612.00		X	Medina Ccounty - Parking Deck reimb
		135-0130-52215	EMS - contractual	103,875.00		x	Cover LST po
		575-0350-54420	MCRC - Capital outlay	251,549.20		x	MCRC capital outlay
141-0310-53313	Medina Sq lghting - operating supplies			10,552.21			REDUCE appropriations
			Total increases to fund:	370,036.20			
			Total reductions to fund:	10,552.21			
			Total transfers within fund:	5,000.00			

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 2/20/2024

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 51-24

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

REQUEST FOR COUNCIL ACTION

*OK
D. J. Harwell
2-20-2023*

NO. RCA24-056-2/26

FROM: Nino Piccoli

DATE: February 20, 2024

SUBJECT: Engineering Design Services for the Progress Drive Water Tower Recoating

COMMITTEE REFERRAL: Finance

This request asks for Council authorization to hire Dixon Engineering & Inspection Services to provide the technical specifications, prepare the bidding and contract documents, and perform construction observation for the re-coating of the Progress Drive elevated water tower.

Thank you for your consideration.

ESTIMATED COST: \$35,000.

SUGGESTED FUNDING: 513 0533 52215:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested:

Reason:

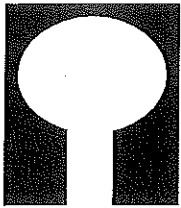
COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

789 Lafayette Rd
Medina, OH 44256
Telephone: (330) 983-0062
Fax: (330) 725-0512

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between City of Medina, Ohio (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: Pre-Spec Tank Site Visit, Technical Specifications, Bidding & Contract Documents, Project Administration, Pre-Construction Meeting, Welding Observation, Exterior Coating Observation for a 1,250,000 Gallon Fluted Column (Progress Drive) (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the (Estimated/Lump Sum) Amount of \$35,000.

Proposals / Agreement Signatures

Shannon Vidika, Project Manager February 20, 2024
PROPOSED BY DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER POSITION DATE

Co SIGNATURE (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Patrick Patton, PE
Address for Owner’s receipt of notices:
City of Medina
132 N. Elmwood Avenue
Medina, OH 44256
Email:

Designated Person: Shannon Vidika
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
789 Lafayette Road
Medina, OH 44256
Email: shannonvidika@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Agreement Owner: City of Medina, Ohio Page 1 of 24
Exhibits: A, C, E, GP, IR Contract No: 35-52-01-05

Long Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by Dixon Engineering Inc.
After modification, per license, this Agreement is not an EJCDC Document-2023 edition.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:

1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may

only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. Providing logo drawings or models for Owner.
8. Visit the Site as needed to finalize the Design Phase documents.
9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services—None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints—and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic

transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.

14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
 15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 3. Attend and participate in the pre-bid conference if any. Provide a place for the bid opening and open the Bids received.
 4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.03 Construction Phase:

- A. Basic Services:
1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
 2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
 4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.
- B. RPR Services for Maintenance of Existing Structures
1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
 2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
 3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).

- d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
 4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
 5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
 - a. Review coating mixing, thinning, and manufacturer's application requirements.
 - b. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - c. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
 6. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
 - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11).
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Spot prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 7. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Create a second punch list if needed before finalization.
 - g. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.

1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 3. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 4. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 5. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment -- January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.01 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Thirty-Five Thousand, Five-Hundred Dollars, \$35,500** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Pre-Spec Site Visit			\$1,500	Lump Sum
A1.01-Technical Specifications			\$5,500	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.03-Preconstruction Meeting			\$1,000	Lump Sum
A1.03-Other Defined Basic Services - Project Administration			\$1,500	Lump Sum
A1.03-RPR Services Weld	1	\$1,250	\$1,250	Unit Price
A1.03-RPR Critical Phase Coating	18	\$1,250	\$22,500	Unit Price
A1.03-Finalization Site Review by PM	1	\$1,250	\$1,250	Unit Price
Total			\$35,500	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$206.00	\$309.00
Engineer	\$212.00	\$318.00
CWI Welding RPR	\$206.00-\$226.00	\$309.00-\$339.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$143.00-\$188.00	\$215.00-\$282.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$130.00-\$164.00	\$195.00-\$246.00
DIXON Level 1 or AMPP General Level 1 RPR	\$117.00-\$142.00	\$175.00-\$213.00
Contract Support Staff	\$149.00-\$182.00	\$223.00-\$272.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2024 (Revised: 9/28/2023)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between
Owner and DIXON

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
 - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 2. the safety precautions and programs incident thereto,
 3. or security or safety at the Project site, nor
 4. for any failure of a Constructor's furnishing and performing of its work.
 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
 - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:

1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
 3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. **Effective Date of Termination:** If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. **Payments Upon Termination:**
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly

indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
 - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability:
 - a. Bodily injury, each accident \$1,000,000
 - b. Bodily injury by disease, each employee \$1,000,000
 - c. Bodily injury/disease, aggregate \$1,000,000
 - 3. General Liability:
 - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - b. General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - a. Per Occurrence \$5,000,000
 - b. General Aggregate \$5,000,000
 - 5. Automobile Liability:
 - a. Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability:
 - a. Each Claim Made \$2,000,000
 - b. Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.
- I. Definitions:
1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
 2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

REQUEST FOR COUNCIL ACTION

No. RCA 24-057-a/26

Committee Finance

From: POLICE DEPARTMENT
Chief Edward R. Kinney

Mayor's Initials:

EAC *g/152*

Guidelines: See information on back of form

Date: February 16, 2024

Subject: Body camera and in-car camera upgrade project.

Summary and Background

The police department's body and car camera systems were upgraded in 2018 from the aging L3 system implemented in 2013. In 2018, Watchguard was the selected vendor for the cameras, and during the term of the contract, Watchguard was acquired by Motorola Solutions. The current body and car cameras are two generations old and becoming unstable and problematic to maintain. The police department conducted research to replace the aging system. After reviewing several camera vendors, we concluded that Motorola Solutions offered the best value and a seamless transition. The upgraded units and software are very similar to our current system. We received a reimbursement grant from the State of Ohio for \$87,182.

State of Ohio contract 573077

Estimated Cost: \$195,556.36

Total after the reimbursement grant will be \$108,374.36

Suggested Funding: Yes

Sufficient Funds in Account No: 106-0101-54413 \$173,842.36
388-0714-53315 \$21,714

Transfer Needed From: To:

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No Yes If yes, reason: Current body cameras are failing and it is difficult to get them repaired.

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:



QUOTE-2352121
V700/M500/EL5/CCE/3yr

Billing Address:
MEDINA POLICE DEPT, CITY
OF
PO BOX 703
MEDINA, OH 44258
US

Quote Date:09/27/2023
Expiration Date:04/22/2024
Quote Created By:
Joe Tee
Regional Sales Manager
Joseph.Tee@
motorolasolutions.com
847-812-0333

End Customer:
MEDINA POLICE DEPT, CITY OF
Bryan Wagner
bwagner@medinaoh.org
3307257777

Contract: 573077 - OHIO, STATE OF
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	V700					
1	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	25		\$1,135.20	\$28,380.00
2	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	25		Included	Included
3	SWV07S03593A	SOFTWARE ENHANCEMENTS	25	3 YEAR	Included	Included
4	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	25	3 YEAR	\$224.58	\$5,614.50
5	WGB-0138A	V300 TRANSFER STATION II	3		\$1,315.60	\$3,946.80
6	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	1		\$176.00	\$176.00
7	WGA00668	CAMERA MOUNT, LOCKING MOLLE-2 BLADES 3"	4		\$69.52	\$278.08
8	WGP02798C	CENTER MOUNT ASSY VG700, BLACK	15		\$60.72	\$910.80
9	WGP03088	V300 JACKET CLIP MOUNT, BLACK	20		\$69.52	\$1,390.40



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115900

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
10	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	13		\$5,293.20	\$68,811.60
11	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZ ANT	13		\$288.64	\$3,752.32
12	WGW00502	M500 EXTENDED WARRANTY	13	3 YEAR	\$303.42	\$3,944.46
13	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	13		\$952.00	\$12,376.00
14	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/CAMVR POST 2020+EXPL	13		Included	Included
	VideoManager EL & EX: Video Evidence Management					
15	WGP02400-500	LICENSE,VIDEOMANAGER EL ON-PREM SITE LICENSE KEY	1		\$880.00	\$880.00
16	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE & SUPPORT FEE	25	3 YEAR	\$514.80	\$12,870.00
17	WGP02400-510	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE	13	3 YEAR	\$514.80	\$6,692.40
18	WGA00421-117	SVR 16 HDD RAID 6 3U 11-25 5CAL GEN 4	1		\$7,299.60	\$7,299.60
19	WGS00160-2016	SOFTWARE, SQL SERVER 2016, STD, W /5 CAL	1		Included	Included
20	WGA00422-1250	HD VIDEOMANAGER EL ON-PREM 12TB 6GB/S 7200 RPM 256MB ENT 4KN	12		\$712.80	\$8,553.60
21	WGW00140	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-217)) FULL SERVICE ON SITE, 5-YEAR	1	5 YEAR	\$1,034.00	\$1,034.00
22	WGW00122-400	ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION	1		\$14,080.00	\$14,080.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60561 ~ #: 36-1115800



QUOTE-2352121
V700/M500/EL5/CCE/3yr

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
		AND PROJECT MANAGEMENT				
23	SSV00S01450B	LEARNER LXP SUBSCRIPTION	25	3 YEAR	\$0.00	\$0.00
		CommandCentral Evidence				
24	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$1,957.16	\$1,957.16
25	SSV00S01450B	LEARNER LXP SUBSCRIPTION	7	3 YEAR	\$0.00	\$0.00
26	SSV00S02604A	FIELD RESPONSE APPLICATION	1	3 YEAR	Included	Included
27	SSV00S02605A	RECORDS MANAGEMENT	1	3 YEAR	Included	Included
28	SSV00S02783A	COMMANDCENTRAL STORAGE GB	2000	3 YEAR	\$1.98	\$3,960.00
29	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS	1	3 YEAR	\$8,648.64	\$8,648.64
30	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE	1	3 YEAR	\$0.00	\$0.00
31	SSV00S02782A	COMMUNITY INTERACTION TOOL	1	3 YEAR	\$0.00	\$0.00
32	SSV00S03750A	INTEGRATION: VIDEO MANAGER EL (ON PREMISE) TO EVIDENCE	1	3 YEAR	\$0.00	\$0.00

Grand Total **\$195,556.36(USD)**

Pricing Metric :

Price is indicative of the following -
of Named Users for CommandCentral Evidence - 7



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.; 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$166,909.16	\$0.00
Year 2 Subscription Fee	\$14,116.80	\$0.00
Year 3 Subscription Fee	\$14,116.80	\$0.00
Year 4 Subscription Fee	\$206.80	\$0.00
Year 5 Subscription Fee	\$206.80	\$0.00
Grand Total System Price	\$195,556.36	\$0.00

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customer's Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.





VIDEOMANAGER EL SOLUTION DESCRIPTION

VideoManager EL simplifies evidence management, automates data maintenance, and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.

VIDEO EVIDENCE MANAGEMENT

VideoManager EL delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL makes evidence management as efficient as possible. With VideoManager EL, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens, or brakes were activated during the event timeline, status of cameras and microphones, and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings, and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share, and modification dates, allowing users to quickly find relevant evidence.

Automatic Data Maintenance

VideoManager EL lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.



Security groups and permissions are easily set up in VideoManager EL, allowing you to grant individuals access to evidence on an as-needed basis.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL can assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. VideoManager EL also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy your in-car and body-worn cameras in VideoManager EL. Devices can be assigned to personnel within VideoManager EL and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.





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Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL also enable you to configure devices to operate in alignment



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
 - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.





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- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.



COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW**Motorola Project Roles and Responsibilities**

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.



Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and equipment as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.



- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION**EQUIPMENT PROCUREMENT AND INSTALLATION**

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.



Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.



VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



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- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.



DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.

Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



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- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



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- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

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Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities

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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.





QUOTE-2352121
V700/M500/EL5/CCE/3yr

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.

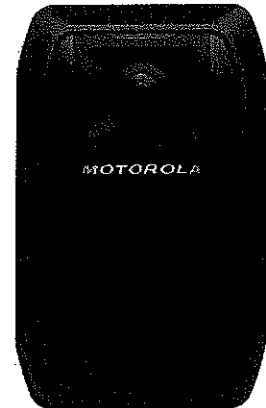


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.



- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

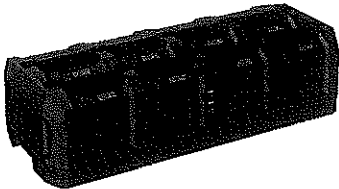
1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

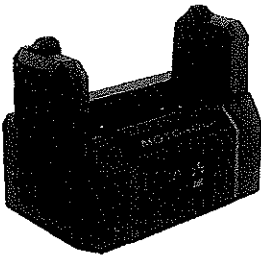


1.5. DOCKING STATIONS

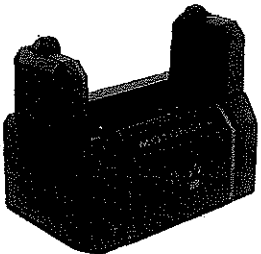
The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.



1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798

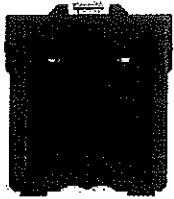
WGA00669

WGA00668

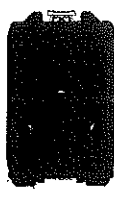
WGP02697

WGP03088

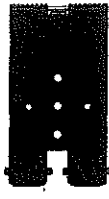
WGP03085



**Magnetic
Center Shirt
Mount**



**Tek-Lok Belt
Mount**



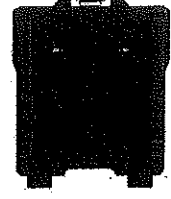
**Molle Locking
Mount**



**Shirt
Clip**



**Heavy
Jacket Clip**



**Heavy Jacket
Magnetic Mount**



OK Dennis Hanwell
2-20-24

REQUEST FOR COUNCIL ACTION

No. RCA 24-058-2/26
Committee: Finance + Council

FROM: Mayor Dennis Hanwell
DATE: February 20, 2024
SUBJECT: Cyber Security Liability Insurance Renewal

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to sign the agreement and supplemental applications with Travelers Casualty and Surety Company of America for Cyber Security Liability Coverage for the City of Medina. This company was recommended by our broker, Crain Langner. Coverage is effective 4/1/24 through 4/1/25. .

We respectfully ask the Council to permit taking this approval from Finance to Council and passing at the February 26, 2024 meetings to avoid having to use the Emergency Clause.

Estimated Cost: \$ 26,603.00

Suggested Funding:

- Sufficient funds in Account No. 001-0707-52213
- Transfer needed from Account No. _____
to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: NO

Reason: _____

COUNCIL USE ONLY:

Committee Action/Recommendation: _____

Council Action Taken: _____

Ord./Res. Ord. 52-24
Date: 2-26-24

Sherry Crow

From: Dan Buser <dbuser@crainlangner.com>
Sent: Tuesday, February 20, 2024 3:24 PM
To: Dennis Hanwell; Sherry Crow
Cc: Brad Weber
Subject: City of Medina- Travelers Quote Cyber Liability
Attachments: CITY_OF_MEDINA_OHIO_QUOTE_LETTER (002).pdf

Mayor Hanwell,

Good afternoon.

Attached please find a copy of the revised quotation for Cyber Liability insurance as submitted by Carly Knapp of Jackson Dieken reflecting coverage as proposed by Travelers Casualty and Surety Company of America. We worked with the agent regarding various costs and coverage questions. Travelers updated (improved) its proposal and reduced pricing a bit.

We reviewed the materials and communicated with Ms. Knapp regarding the proposal. In large respect, the proposal reflects coverages similar to those provided by the City's current policy issued by CFC Underwriting with respect to certain Underwriters at Lloyds. The Travelers policy will include both first-party Cyber coverage as respects losses the City itself may suffer, as well as third-party coverages as respects liabilities asserted against the City that are borne out of Cyber and Privacy matters.

The expiring policy premium including fees is \$24,125. This compares to the Travelers proposal of \$26,603, for a difference of \$2,478 or 10% year over year. This dollar increase and percentage increase are considered favorable in this marketplace.

We recommend the City purchase coverage as proposed by Travelers Casualty and Surety Company of America.

By all means, call with questions.

Daniel C. Buser, Esq., CPCU
CRAIN, LANGNER & CO.
LEGACY RISK SOLUTIONS, LLC
ALDRICH & COX INCORPORATED
3728 Waitley Drive, P.O. Box 531, Richfield, Ohio 44286
330-659-3142 office phone/ 330-283-2936 cell

INSURANCE AND RISK MANAGEMENT CONSULTANTS - SELLING NO INSURANCE
INDEPENDENT AND OBJECTIVE ANALYSIS, ADVICE, AND ADVOCACY
SINCE 1939

NOTE: This message and any attachments to it does not constitute legal advice or opinion. Such legal advice and/or opinion can be provided only by an attorney engaged to serve in that capacity and engaged as legal counsel. Consultation with competent legal counsel is recommended. The contents of this communication are privileged and confidential. If you are not the intended recipient of this transmission, you are hereby notified that distributing, copying, or disclosing this communication, or reliance on the contents thereof, are strictly prohibited. If you have received this communication in error, please notify the sender immediately, then destroy the original and all copies thereof.



Wrap+®

Christina E Palazzo
PO Box 2950
Hartford, CT 06104-2950
Phone: (216) 643-2136
Email: CPALAZZO@travelers.com

February 20, 2024

CARLY KNAPP
JACKSON DIEKEN & ASSOC
27893 CLEMENS RD
WESTLAKE, OH 44145

RE: Insured Name: CITY OF MEDINA, OHIO
132 N ELMWOOD AVE
MEDINA, OH 44256-1827
Expiring Policy Number: N/A
Policy Period: April 1, 2024 to April 1, 2025

Dear CARLY KNAPP:

On behalf of Travelers Casualty and Surety Company of America we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid for 30 days, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Christina E Palazzo
Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$2,000,000	\$50,000
Payment Card Costs	\$2,000,000	Subject to Privacy and Security Retention
Media	\$2,000,000	\$50,000
Regulatory Proceedings	\$2,000,000	\$50,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$2,000,000	\$50,000
Computer and Legal Experts	\$2,000,000	\$50,000
Betterment	\$100,000	
Cyber Extortion	\$2,000,000	\$50,000
Data Restoration	\$2,000,000	\$50,000
Public Relations	\$2,000,000	\$50,000
Cyber Crime	Limit	Retention
Computer Fraud	\$100,000	\$5,000
Funds Transfer Fraud	\$100,000	\$5,000
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$2,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$2,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 8 hours

Knowledge Date: April 01, 2024

P&P Date: April 01, 2024

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$26,603.00
(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
CyberRisk Policy Aggregate Limit: \$2,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$26,603.00	\$0.00	\$0.00	\$26,603.00	\$26,603.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0620 Declarations
AFE-16001-0119 General Conditions
CYB-15001-0620 CyberRisk Declarations
CYB-16001-0620 CyberRisk Coverage
CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-17020-0119 Ohio Changes Endorsement
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119 Conviction Reward Endorsement
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

1 Dec page to match P&P dates

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY

TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.

REQUEST FOR COUNCIL ACTION

No. RCA 24-059. 2/26

FROM: Grants

DATE: February 14, 2024

SUBJECT: Equipment Purchases for City Hall Workout Room

Committee: Finance Only

SUMMARY AND BACKGROUND:

The Finance Committee is requested to approve the purchase of the new workout equipment for the city hall workout room renovations from Coulter Ventures, LLC, DBA Rogue Fitness, in the amount of \$34,976.28 (See attached Quote.)

Having the workout room available to all city employees has resulted in a significant improvement in the overall health of the employees and a reduction or hold-steady in the cost of healthcare benefits.

Physical fitness is particularly important to the city's safety services. The research to determine the most appropriate equipment and best flooring for the room was led by the Police Department's Sgt. Sara Lynn, Detectives Michael Wovna, and Michael English, and community member Mr. Murray Van Epp.

All equipment purchases are being funded through grants awarded to the city for this project from the following: Cleveland Clinic President's Fund, The Vanepf Family Foundation, Medical Mutual, and the Tom and Jill Lincoln Foundation. Funds appropriated by City Council to cover the cost of the equipment pending the receipt of grant monies will be returned to the appropriate funds.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No. 109-0631-53315
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Coulter Ventures, LLC

ROGUE®

545 E. 5TH AVE.
COLUMBUS, OH 43201

(614) 358-6190
TEAM@ROGUEFITNESS.COM

OFFICIAL QUOTE

Bill To:
MIKE WOVNA
132 N ELMWOOD AVE.,
MEDINA OH 44256

Ship To:
MIKE WOVNA
132 N ELMWOOD AVE.,
MEDINA OH 44256

Total Equipment Cost	\$37,061.44
Discount	(\$2,699.20)
Shipping (Freight - RL)	\$614.04
Grand Total	\$34,976.28

Quote #: 157941

Weight	Brand	Item Description	SKU	QTY	Price	Total	Details
237.76 lbs	Rogue	Rogue Echo Bumper (Printed) - 230lb Set	IP0527-230	4	\$482.63	\$1,930.52	
36.50 lbs	Rogue	Rogue C-70S (Black Shaft / Bright Zinc Sleeve)	RA1016-EBLACK-BR	1	\$283.94	\$283.94	
40.00 lbs	Rogue	Rogue Rackable Curl Bar (Cerakote Black Shaft/ Bright Zinc Sleeves)	RA1986-EBLACK-BR	1	\$293.56	\$293.56	
3.84 lbs	Rogue	MG-4 32mm x 5in Straight Handle Pair - Black	RA2707-IL	1	\$45.00	\$45.00	
50.00 lbs	Rogue	Rogue Ohio Power Bar 45lb (Black Shaft / Black Sleeve)	RA2895-EBLACK-IL	3	\$341.69	\$1,025.07	
59.65 lbs	Rogue	MG-4CN Multi Grip Camber Bar - 9" NR Sleeves - 12 & 16 Degree Handle Pairs - (TXT Black Frame / Black Sleeves)	RA2977-BLACK-TXT-IL	1	\$395.00	\$395.00	
10.64 lbs	D-Ball	10lb D-Ball 9"	DB10K	1	\$61.09	\$61.09	
20.70 lbs	D-Ball	20lb Keystone Strength Ball - 9"	DB20K	1	\$83.32	\$83.32	
30.72 lbs	D-Ball	30lb Super Ball - 10.6"	DB30S	1	\$112.55	\$112.55	

* Shipping quotes are only valid for 24 hours

* All previous versions of this form are obsolete

* Please ensure the items and quantities on this quote are correct prior to placing your order

* Custom products require review and approval by the Rogue creative team and may require modifications to be manufactured.

* 100% Due Upon Order unless otherwise Agreed Upon

* All POs are processed with Net 30 terms starting the date the order ships. POs over \$25,000 will require a 50 % deposit to initiate the order. The remaining 50 % of the balance will have Net 30 terms ** starting the date the order ships. * If any invoiced amount is not received by the due date, then without limiting Rogue's rights or remedies, (a) out standing amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, and / or (b) future orders may be conditioned with a reduction or elimination of terms.

* Upon confirmation of this Order, and/or acceptance of the ordered product(s), you hereby agree to these credit terms.

2/20/2024 3:14:31 PM

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OFFICIAL QUOTE

40.76 lbs	D-Ball	40lb Super Ball - 10.6"	DB40S	1	\$123.82	\$123.82	
10.70 lbs	Rogue	Rogue Rubber Medicine Ball - 10lbs	IP0189-10	1	\$38.00	\$38.00	
21.00 lbs	Rogue	Rogue Rubber Medicine Ball - 20lbs	IP0189-20	1	\$61.75	\$61.75	
31.00 lbs	Rogue	Rogue Rubber Medicine Ball - 30lbs	IP0189-30	1	\$91.44	\$91.44	
6.68 lbs	Rogue	Rogue Rubber Medicine Ball - 6lbs	IP0189-6	1	\$28.88	\$28.88	
86.50 lbs	Rogue	Rogue SB-1 Safety Squat Bar (Cerakote - Black)	RA0370-EBLACK	1	\$445.00	\$445.00	
5.20 lbs	Rogue	Rogue Tricep Push Down Attachment	RA1048	1	\$85.00	\$85.00	
17.65 lbs	Rogue	Rogue Stainless Lat Bar	RA1078	1	\$156.75	\$156.75	
5.47 lbs	Rogue	Rogue Grip Triangle (Standard Grip)	RA1171	1	\$75.05	\$75.05	
6.93 lbs	Rogue	Multi Use Hanger - Monster Storage (MG Black)	RA1450-BLACK-MG	1	\$42.75	\$42.75	
11.00 lbs	Rogue	Storage Bin Hanger - Monster Storage (MG Black)	RA1453-BLACK-MG	1	\$49.40	\$49.40	
0.34 lbs	Rogue	Rogue Tricep Strap - Black	RA1726	1	\$33.25	\$33.25	
1.50 lbs	Rogue	Rogue Single Handle Cable Attachment	RA2227	2	\$38.50	\$77.00	
28.00 lbs	Rogue	30" Monster Single Post Shelf (MG Black)	RA2251-BLACK-MG	4	\$91.44	\$365.76	
13.32 lbs	Rogue	Rogue Stainless 40" Straight Lat Bar	RA2713	1	\$148.80	\$148.80	
77.98 lbs	Rogue	Rogue Vertical Plate Tree 2.0 (w/ wheels)	RF0644-W	1	\$225.40	\$225.40	
49.76 lbs	Rogue	30" Monster Single Post KB Shelf	RF0804-30	4	\$136.50	\$546.00	
379.53 lbs	Rogue	Monster 3 Tier Dumbbell Rack (Black Hardware)	RF0936-BLACK-MG-BK	1	\$1,467.81	\$1,467.81	

ROGUE®

OFFICIAL QUOTE

149.74 lbs	Rogue	Rogue Adjustable Bench 3.1 (MG Rogue Red - Txt) - FP Pad	RF0959-2035C-MG-TXT-FP	4	\$595.00	\$2,380.00	
30.46 lbs	Rogue	Monster Matador	RA0116	1	\$166.25	\$166.25	
5.22 lbs	Rogue	Monster Shackle (MG Black)	RA0321-BLACK-MG	1	\$33.25	\$33.25	
31.08 lbs	Rogue	Monster Shrimp Trawler (MG Black)	RA1631-BLACK-MG	1	\$147.25	\$147.25	
23.21 lbs	Rogue	Monster 2" J-Cup Pair (MG Black)	RA1638-BLACK-MG	2	\$261.25	\$522.50	
10.00 lbs	Rogue	Monster Rack Mount 4-Bar Hanger (MG Black)	RA1785-BLACK-MG	2	\$80.75	\$161.50	
7.22 lbs	Rogue	Monster Matador Hanger (MG Black)	RA1809-BLACK-MG	1	\$52.94	\$52.94	
51.00 lbs	Rogue	Monster Rack Mount Lat Pulldown Seat (MG Black)	RA2143-BLACK-MG	1	\$350.40	\$350.40	
37.58 lbs	Rogue	Monster 30" Rack Storage Panel (Black Hardware)	RF0915-30-BK	4	\$157.00	\$628.00	
1733.16 lbs	Rogue	The Cave 90" / 30" Sides / 30" Full Cage Fold Back Rack (MG Black)	RF0921-90-30-30FC-BLACK-MG	2	\$6,525.00	\$13,050.00	
162.50 lbs	Rogue	LT-1 50 Cal Monster Trolley & Lever Arm Kit 2.0 (Standard) - MG Black	RF0942-BLACK-MG-STANDARD	1	\$1,175.00	\$1,175.00	
184.40 lbs	Rogue	Rogue Manta Ray Adjustable Bench - Red w/Foot Catch	RF1000-200C-TXT-FC	1	\$1,195.00	\$1,195.00	
26.00 lbs	Rogue	Rogue Rubber Coated Kettlebell - 26LB	IP0522-26	1	\$71.25	\$71.25	
36.00 lbs	Rogue	Rogue Rubber Coated Kettlebell - 35LB	IP0522-35	1	\$90.25	\$90.25	
44.00 lbs	Rogue	Rogue Rubber Coated Kettlebell - 44LB	IP0522-44	1	\$104.50	\$104.50	
53.00 lbs	Rogue	Rogue Rubber Coated Kettlebell - 53LB	IP0522-53	1	\$123.50	\$123.50	
50.00 lbs	Rogue	Rogue Urethane Dumbbell - 25lbs - Pair	IP0661-25-2	1	\$175.75	\$175.75	
60.00 lbs	Rogue	Rogue Urethane Dumbbell - 30lbs - Pair	IP0661-30-2	1	\$209.00	\$209.00	

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OFFICIAL QUOTE

72.00 lbs	Rogue	Rogue Urethane Dumbbell - 35lbs - Pair	IP0661-35-2	1	\$242.25	\$242.25	
82.00 lbs	Rogue	Rogue Urethane Dumbbell - 40lbs - Pair	IP0661-40-2	1	\$275.50	\$275.50	
92.32 lbs	Rogue	Rogue Urethane Dumbbell - 45lbs - Pair	IP0661-45-2	1	\$308.75	\$308.75	
100.00 lbs	Rogue	Rogue Urethane Dumbbell - 50lbs - Pair	IP0661-50-2	1	\$332.50	\$332.50	
112.40 lbs	Rogue	Rogue Urethane Dumbbell - 55lbs - Pair	IP0661-55-2	1	\$365.75	\$365.75	
122.33 lbs	Rogue	Rogue Urethane Dumbbell - 60lbs - Pair	IP0661-60-2	1	\$394.25	\$394.25	
132.16 lbs	Rogue	Rogue Urethane Dumbbell - 65lbs - Pair	IP0661-65-2	1	\$427.50	\$427.50	
141.80 lbs	Rogue	Rogue Urethane Dumbbell - 70lbs - Pair	IP0661-70-2	1	\$460.75	\$460.75	
151.00 lbs	Rogue	Rogue Urethane Dumbbell - 75lbs - Pair	IP0661-75-2	1	\$494.00	\$494.00	
162.30 lbs	Rogue	Rogue Urethane Dumbbell - 80lbs - Pair	IP0661-80-2	1	\$532.00	\$532.00	
173.10 lbs	Rogue	Rogue Urethane Dumbbell - 85lbs - Pair	IP0661-85-2	1	\$565.25	\$565.25	
183.16 lbs	Rogue	Rogue Urethane Dumbbell - 90lbs - Pair	IP0661-90-2	1	\$598.50	\$598.50	
194.00 lbs	Rogue	Rogue Urethane Dumbbell - 95lbs - Pair	IP0661-95-2	1	\$631.75	\$631.75	
0.36 lbs	Rogue	Rogue SR-2 3.0 - Black	AD0097-3-Black	2	\$44.64	\$89.28	
68.00 lbs	Concept2	BLACK Concept 2 Model D Rower w/PM5 Monitor	C20003-5	1	\$990.00	\$990.00	
30.11 lbs	Dollamur	6'x10' Rogue Competition Matting Charcoal Gray w/ Rogue Logo	DM0001	2	\$475.00	\$950.00	
2.36 lbs	Rogue	Abmat	AB0018	2	\$33.69	\$67.38	
10.40 lbs	Rogue	Back Widow	BWD0001	1	\$299.00	\$299.00	

ROGUE®

OFFICIAL QUOTE

0.58 lbs	Rogue	#1 RF Mini - Red 1/2" (Pair)	HB0001-2	1	\$19.00	\$19.00	
0.42 lbs	Rogue	#2 RF Monster Mini - Blue 1/2" (Single)	HB0002	1	\$14.73	\$14.73	
0.62 lbs	Rogue	#3 RF - Light - Green 1 1/8" (Single)	HB0003	1	\$19.95	\$19.95	
0.94 lbs	Rogue	#4 RF Average - Black 1 3/4" (Single)	HB0004	1	\$24.70	\$24.70	
1.37 lbs	Rogue	#5 RF Strong - Purple 2 1/2" (Single)	HB0005	1	\$30.40	\$30.40	

*Asst OK
Hammell
2-20-24*

REQUEST FOR COUNCIL ACTION

FROM: Medina Community Recreation Center
DATE: February 19, 2024
SUBJECT: Purchase of Fitness Equipment

No. RCA 24-060-2/26
Committee: Finance Only

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the purchase of various pieces of Octane fitness equipment on the Sourcewell Cooperative Purchasing contract #081120-TRU through dealer Design2Wellness. Shipping, delivery and installation is included with proposed quote.

Proposal Number 29344 attached, total of \$34,983.00

Estimated Cost: \$34,983.00
Suggested Funding:
• sufficient funds in Account No. 574-0351-53315
• transfer needed from Account No. _____ to Account No. _____
• NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken: _____ **Ord./Res.** _____
Date: _____



Design2Wellness
equipment | sales | service

P.O. Box 398
Lewis Center, OH 43035
740-548-7033 - office
740-548-7044 - fax

Proposal

Proposal Number
29344

Proposal Date
2/5/2024

www.design2wellness.com

Bill To:

City of Medina Ohio
132 North Elmwood Ave
PO Box 703
Medina, OH 44256

Ship To:

855 Weymouth Rd
Medina, OH 44256

Product #	Product Description	Qty	Unit Price	Total
	Sourcewell purchasing cooperative contract #081120-TRU discount applied			
LateralXTC	Octane Lateral X w/ Smart Touchscreen Console	1	6,813.00	6,813.00
XR6000s	Octane Recumbent Elliptical w/ Smart Touchscreen Console	2	5,638.00	11,276.00
XT3700s	Octane XT3700 Standing Elliptical w/ Smart Touchscreen Console	3	5,031.33333	15,094.00
Shipping	Shipping Charges on Nustep and Octane products from the manufacturer to Design2Wellness Warehouse		900.00	900.00
Installation	Delivery & Installation Charges		900.00	900.00
	NOTE Octane: 3 years parts, 1 Year labor			
	Total sales tax calculated by AvaTax		0.00	0.00
			Total	\$34,983.00

Kelly Naylor
knaylor@design2wellness.com
mobile 740-816-1884

Sales Representative

Customer Signature and Date

Terms:
Net 30 After Delivery

Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions below:

Standard terms are 50% deposit and balance due upon delivery or approved purchase orders.

All quotes are valid for 30 days from date of issue.

Restocking fees, storage fees or other penalties may be charged for cancellations, delays or returns.

For complete terms & conditions please visit design2wellness.com.

Proposal Expires On
3/6/2024