



City of Strongsville

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City Council

Matthew P. Patten
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

November 14, 2019

MEETING NOTICE

City Council has scheduled the following meeting for **Monday, November 18, 2019**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

Caucus will begin at 7:00 p.m. All committees listed will meet immediately following the previous committee:

7:00 P.M.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2019-154 and 2019-175.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2019-176, 2019-177 and Resolution No. 2019-178.

Building & Utilities Committee will meet to discuss Ordinance No. 2019-179

Communications & Technology Committee will meet to discuss Ordinance Nos. 2019-180 and 2019-181.

Public Safety and Health Committee will meet to discuss Resolution No. 2019-182.

Finance Committee will meet to discuss Ordinance No. 2019-183.

8:00 P.M.

Regular Council Meeting

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council



**STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 18, 2019 AT 8:00 P.M.**



Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
 - *Presentation of the Colors by Girl Scout Troops 544, 70118 & 71093*
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – November 4, 2019*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. PUBLIC HEARING
 - Ordinance No. 2019-154 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.15(a) OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING YARDS FOR ACCESSORY BUILDINGS AND USES. *First reading and referred to Planning Commission 09/16/19. Favorable recommendation by the Planning Commission 09/26/19. Second reading 10/07/19. Public hearing 11/18/19.*
8. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – : *No meeting until November 21, 2019*
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. Patten:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:
 - ECONOMIC DEVELOPMENT– Ms. Kosek:
 - FINANCE – Mr. Carbone:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Ms. Roff:
 - RECREATION AND COMMUNITY SERVICES – Ms. Roff:
 - COMMITTEE-OF-THE-WHOLE – Mr. DeMio:

9. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:

- MAYOR PERCIAK:
- FINANCE DEPARTMENT:
- LAW DEPARTMENT:

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2019-154 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.15(a) OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING YARDS FOR ACCESSORY BUILDINGS AND USES. *First reading and referred to Planning Commission 09/16/19. Favorable recommendation by the Planning Commission 09/26/19. Second reading 10/07/19. Public hearing 11/18/19.*
- Ordinance No. 2019-175 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN CONNECTION WITH FUNDING AVAILABLE FOR THE WILLOW LANE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-176 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH THE CITY OF BEREA FOR CERTAIN SERVICES TO BE PERFORMED AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-177 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM CUYAHOGA COUNTY FOR THE 2020 COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM FOR USE BY THE CITY OF STRONGSVILLE DEPARTMENT OF RECREATION & SENIOR SERVICES; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Resolution No. 2019-178 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE DURING 2020.
- Ordinance No. 2019-179 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT OF UNDERGROUND EASEMENT TO THE CLEVELAND ELECTRIC ILLUMINATING COMPANY FOR ELECTRIC AND COMMUNICATIONS FACILITIES ON LUNN ROAD, AND DECLARING AN EMERGENCY.

- Ordinance No. 2019-180 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SOFTWARE UPGRADE AGREEMENT AND MAINTENANCE PUCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC., IN CONNECTION WITH THE SOUTHWEST EMERGENCY DISPATCH CENTER'S DISPATCHING RADIO CONSOLES AND RELATED SOFTWARE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-181 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE PAYMENT TO THE SOUTHWEST REGIONAL COMMUNICATIONS NETWORK COUNCIL OF GOVERNMENTS FOR THE PURCHASE OF ROUTINE MAINTENANCE, REPAIRS AND OTHER SERVICES REQUIRED FOR THE ONGOING GENERAL RADIO NEEDS OF THE CITY OF STRONGSVILLE DURING 2019, AND DECLARING AN EMERGENCY.
- Resolution No. 2019-182 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.
- Ordinance No. 2019-183 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 154

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1252.15(a) OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING YARDS FOR ACCESSORY BUILDINGS AND USES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That Section 1252.15(a) of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1252.15 YARDS FOR ACCESSORY BUILDINGS AND USES.

* * *

- (a) Accessory Building Location in ER, R1-125, R1-100 and R1-75 Districts. Any accessory building or detached private garage shall not be located within twenty **(20)** feet of the main building and shall not be located within twenty **(20)** feet of any dwelling on an adjacent residential lot **provided, however, that unenclosed accessory structures, such as gazebos, pergolas and trellises, may be located within twenty (20) feet of the dwelling to which they are accessory.** Any accessory building or detached private garage shall not project into a front or into a side yard. An accessory building or private garage may, however, be located in a rear yard but no closer to the rear or side lot line as set forth in the Schedule in 1252.15. On corner lots, an accessory building shall be set back from the side street line not less than the required setback for the adjacent main building of the butt lot plus an additional five feet. Accessory buildings shall not be permitted in OF-C and RT-C Districts as an accessory use to a cluster or townhouse dwelling in a cluster development.

* * *

~~(Ord. 2012-085. Passed 9-17-12.)~~

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 154
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Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

First reading: September 16, 2019
Second reading: October 7, 2019
Third reading: _____
Public Hearing: November 18, 2019

Referred to Planning Commission
September 17, 2019
Approved: Favorable recommendation by Planning Commission 9-26-19

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2019-154 Amended: _____
1st Rdg. 09-16-19 Ref: PC/PZE
2nd Rdg. 10/07/19 Ref: PZE
3rd Rdg. _____ Ref: _____

Pub Hrg. 11/18/19 Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Tiffany Mekeel, Assistant Clerk of Council
DATE: September 17, 2019
SUBJECT: Referral from Council: Ordinance No. 2019-154

Please be advised that at its regular meeting of September 16, 2019, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2019-154 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.15(a) OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING YARDS FOR ACCESSORY BUILDINGS AND USES. *First reading and referred to Planning Commission 09/16/19.*

A copy of the Ordinance is attached for Planning Commission review.

TAM
Attachment

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: September 27, 2019

Please be advised that at its meeting of September 26, 2019, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2019-154

An Ordinance Amending Section 1252.15(a) of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville Concerning Yards for Accessory Buildings and Uses.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 175

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN CONNECTION WITH FUNDING AVAILABLE FOR THE WILLOW LANE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Northeast Ohio Regional Sewer District ("District") is a regional sewer district organized and existing as a political subdivision under the authority of Chapter 6119 of the Ohio Revised Code; and

WHEREAS, on March 21, 2019, the District adopted Resolution No. 73-19 authorizing the District to implement the Member Community Infrastructure Program ("MCIP") for 2020 and to issue a Request for Proposals for the Program; and

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with other political subdivisions for such water resource projects; and

WHEREAS, the District established the MCIP to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, in response to the District's Request for MCIP Proposals, the City of Strongsville submitted a proposal for the Willow Lane Sanitary Sewer Project to be considered for funding through the District's MCIP; and

WHEREAS, on September 19, 2019, the District adopted Resolution No. 235-19 authorizing the District to enter into Agreements with the member communities for the projects recommended for funding; and

WHEREAS, the District has determined that the City of Strongsville's Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment and, therefore, has awarded the City funding in the amount of \$624,750.00 for the Project; and

WHEREAS, the City will manage, design, procure and construct the City's Willow Lane Sanitary Sewer Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 175
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Section 1. That the Mayor be and is hereby authorized and directed to enter into a Member Community Infrastructure Grant Program Agreement with the Northeast Ohio Regional Sewer District, a copy of which is attached hereto and marked as Exhibit "1," in order to provide the City with funding in the amount of \$624,750.00 to be utilized in connection with the sanitary sewer improvements to Willow Lane.

Section 2. That the Mayor, Director of Finance and/or City Engineer be and are hereby authorized to enter into and execute such Agreement and documents as may be necessary to participate in the Member Community Infrastructure Grant Program with the Northeast Ohio Regional Sewer District.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Agreement in order to participate in the program and to receive the City's share of funds available through the District's Member Community Infrastructure Grant Program. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-175 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

CITY OF STRONGSVILLE

FOR

WILLOW LANE SANITARY SEWER PROJECT

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2020 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 235-19, adopted by the District's Board of Trustees on September 19, 2019 (Exhibit "A"), and the City of Strongsville ("Member Community"), a municipal corporation of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 2019 (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities or other eligible political subdivision for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, or other eligible political subdivision submitted

an application for the Willow Lane Sanitary Sewer project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

- 1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of constructing approximately 1,500 linear feet of sanitary sewer, 6 manholes and 6" lateral connections to remove 33 septic systems, as set forth in Exhibit "D."
- 1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the District.

- 1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the requested execution timeframe of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Design and Construction of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative as stated in Article 11 below in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative a copy of the awarded bid.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in

writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.

- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed Six Hundred Twenty-Four Thousand Seven Hundred Fifty Dollars (\$624,750.00) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The estimated reimbursement amount for calendar year 2020 is \$470,000.00 and for 2021 is \$154,750.00. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or \$31,237.50 of the District Funds until the District receives:
- a) final record drawings for the MCIP Project,
 - b) final report of audit prepared in connection with and specific to the Project,
 - c) a letter referencing the post-construction operation and maintenance plan.
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2020 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the

form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

The Member Community will provide a copy of the award bid with the first reimbursement request.

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2020 for work completed January 1, 2020– March 31, 2020;
- Second Request: Due July 31, 2020 for work completed April 1, 2020- June 30, 2020;
- Third Request: Due October 31, 2020 for work completed July 1, 2020 – September 30, 2020;
- Fourth Request: Due January 31, 2021 for work completed October 1, 2020 – December 31, 2020;
- Fifth Request: Due April 30, 2021 for work completed January 1, 2021 – March 31, 2021;
- Sixth Request: Due July 31, 2021 for work completed April 1, 2021- June 30, 2021;
- Seventh Request: Due October 31, 2021 for work completed July 1, 2021 – September 30, 2021; and
- Eighth Request: Due January 31, 2022 for work completed October 1, 2021 – December 31, 2021.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District available at: <http://www.neorsd.org/mcip.php>.

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.
- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for

inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.

- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 4.7 Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

Article 5. Public Participation and Outreach

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2 MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

- 7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

- 8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional

Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	Member Community Representative
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	Member Community Representative
District Chief Legal Officer or CLO's designee	Law Director

9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Grant Programs Administrator	Assistant City Engineer

Article 12. Release of Liability.

12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.
- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.

13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A" – District Resolution

Exhibit "B" – Member Community's Authorizing Ordinance

Exhibit "C" – Request for MCIP Proposals

Exhibit "D" – Member Community's MCIP Application

Exhibit "E" – Member Community's Certification of Funds

Exhibit "F" – MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF STRONGSVILLE

By: _____
Title: Thomas P. Perciak, Mayor

The legal form and correctness of this instrument is approved.

By: _____
~~Assistant~~/Director of Law - Neal M. Jamison
City of Strongsville

Date: _____, 2019

This Instrument Prepared By:
Katarina Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORS D USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CITY OF STRONGSVILLE

FOR

2020 MEMBER COMMUNITY INFRASTRUCTURE
PROGRAM PROJECT:

WILLOW LANE SANITARY SEWER PROJECT

Total Approximate Cost: \$624,750.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required
to meet the contract, agreement, obligation,
payment or expenditure, for the above, has
been lawfully appropriated or authorized or
directed for such purpose and is in the
Treasury or in process of collection to the
credit of the fund free from any obligation or
certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

[FOR NEORS D USE ONLY]

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 235-19

 AUTHORIZATION TO ENTER INTO AGREEMENTS TO FUND THE THIRTEEN MEMBER
 COMMUNITY INFRASTRUCTURE PROGRAM PROJECTS PRESENTED FOR THE 2020 ROUND OF
 FUNDING, IN THE TOTAL AMOUNT NOT-TO-EXCEED \$10,908,895.50

WHEREAS, on March 21, 2019, the Board of Trustees adopted Resolution No. 73-19, authorizing the District to implement the 2020 Member Community Infrastructure Program ("MCIP") (the "Program") and to issue a Request for Proposals (RFP) for the Program;

WHEREAS, the Watersheds Program Department received twenty-one (21) proposals for the Program;

WHEREAS, The District recommends entering into agreements with the respective grant applicants listed below in the total amount not-to-exceed Ten Million Nine Hundred and Eight Thousand Eight Hundred Ninety-Five and 50/100 Dollars (\$10,908,895.50) and

**TABLE 1. 2020 MEMBER COMMUNITY INFRASTRUCTURE PROGRAM
PROJECTS RECOMMENDED FOR FUNDING**

COMMUNITY	PROJECT	FUND REQUEST
Berea	North End Sanitary Sewer Rehabilitation – Phase 2	\$688,684.00
Summit County	Crow Berkshire Flow Study Q-161	\$549,000.00
Parma	Sprague Road – Septic Systems Abatement Project	\$421,847.00
Cleveland Heights	Delamere Drive Basement Flooding Relief	\$1,337,898.00
Maple Heights	Maple Heights Southwest Sewer District Sewer Improvements Phase I	\$1,135,180.00
Newburgh Heights	East 41 st and Beta Sewer Separation	\$1,018,424.00
Pepper Pike	Shaker Boulevard Septic Conversion Project – Phase I	\$1,442,375.00
Cleveland – Edgewater	Edgewater Drive Area Sewer Replacement Project	\$1,300,000.00
South Euclid	Green Road Side Hill Structure Sewer Replacement Project	\$194,605.00
Summit County	Owen Brown Overflow	\$497,000.00
Cleveland – Muriel	Muriel Avenue Sewer Project	\$475,000.00
Strongsville	Willow Lane Sanitary Sewer Project	\$624,750.00
Garfield Heights	Midwest Neighborhood Stm./San. Sewer Reconstruction Phase 4	\$1,224,132.50
	Total	\$10,908,895.50

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board hereby authorizes the District to enter into agreements with respective Program applicants listed in the preamble of this Resolution, consistent with the

Member Community Infrastructure Policy, in a total amount not-to-exceed Ten Million Nine Hundred and Eight Thousand Eight Hundred Ninety-Five and 50/100 (\$10,908,895.50).

Section 2. That this Board further finds that the Program serves a public purpose in that it will assist member communities with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment.

Section 3. That this Board hereby authorizes the Chief Executive Officer, at the request of the Director of Watershed Programs, to execute all documents and do all things necessary to effectuate the terms and conditions of the agreements.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mr. Ciaccia, seconded by Mayor Bacci, the foregoing resolution was adopted with abstention by Mr. Brown, Ms. Dumas and Mayor DeGeeter on September 19, 2019.



Timothy L. DeGeeter, Secretary

Board of Trustees

Northeast Ohio Regional Sewer District

EXHIBIT B

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C

**Northeast Ohio Regional Sewer District
2020 Member Community Infrastructure Program
Request for Proposals
March 2019**

Introduction

The Northeast Ohio Regional Sewer District (District) through the Member Community Infrastructure Program (MCIP) will fund local communities to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

The District will provide funding for up to 75% of project costs. The MCIP funds will be provided by the District on a reimbursement basis directly to the community based on MCIP project costs, conditioned on the District's prior approval of the design and construction of the project.

The District will determine the appropriate funding mechanism, grant, or community operating lease, during project evaluation. Determination of the funding mechanism for the project will be at the discretion of the District. Refer to the MCIP Policy for additional background and information on the funding mechanism.

Eligible Projects

Eligible projects include, but are not limited to the following:

- **Projects to Mitigate Sanitary Sewer Overflows (SSO) and Illicit Discharges:** Projects necessary to mitigate separate sanitary sewer overflows and illicit discharges.
- **Projects to Mitigate Infiltration & Inflow (I/I):** Projects necessary to address inflow and infiltration problems, including but not limited to, rehabilitation or separation of common trench pipes and manholes, removal of direct inflow connections, repair, or replacement of cracked or exfiltrating combined, sanitary or storm sewers, and reduction of public and private sources of I/I.
- **Projects to Remove/Eliminate Failing Home Sewage Treatment Systems (HSTS):** Projects to construct new separate sanitary sewers to eliminate failing HSTSs. HSTS failure should be confirmed by the jurisdictional Board of Health.
- **Projects that Improve Local Sewer System Level of Service:** Projects that reduce local sewer flooding and backups in the local system that can be attributed to undersized or structurally deficient local sewers. Such projects include efforts to address basement flooding in separate and combined sewer systems, and to the extent practical, on-site stormwater management practices to mitigate the increase in downstream flows.
- **Projects to Manage Stormwater Flow that Improve Combined/Sanitary Level of Service:** Projects that reduce volume, flow rate, or pollutant load of stormwater to a combined sewer, separate storm sewer, and/or directly to receiving water body that improve a combined or sanitary sewer level of service.
- **Projects that Separate Over/Under Sewers:** Complete separation of common trenchover/undersewers.

To ensure project eligibility, communities should schedule a pre-proposal meeting prior to submitting a proposal. Details on scheduling a pre-proposal meeting are found under Pre-Proposal Meeting section of this document.

Ineligible Projects

MCIP funds should not be used for any project that causes, accelerates, or contributes to water quality degradation or water quantity issues that increase flooding, erosion, or is otherwise detrimental to human health within the District's service area. Ineligible projects include, but are not limited to the following:

- The proposal of fill materials in floodplains, riparian areas or wetlands, and the culverting or channelizing of watercourses;
- Capital, operation, maintenance, and administrative expenses not directly related to an eligible project; and
- Projects that increase the potential for flooding within a community and/or neighboring community's combined, sanitary, or storm sewer systems or local watercourses.

Project Requirements

To be considered for funding, projects at a minimum must meet the following requirements:

- Reduce water quantity issues and address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the community or the District.
- Be located in the District's sanitary sewer service area (<http://arcg.is/2bPxzEt>).
- Meet all applicable District, federal, state, and local regulations.
- Be completed within 24 months of a signed MCIP Project Agreement. The District will consider projects that may go beyond 24 months but, should be discussed with District at a pre-proposal meeting.
- Include at least 25% non-District matching funds dedicated to the project. These funds may include cash and/or in-kind sources. For example, costs associated with road rehabilitation in which MCIP funding is proposed for sanitary or combined sewer replacement may be captured as non-District matching funds. In addition, the following project costs may be captured to meet this 25% non-District matching fund requirement:
 - Personnel: Labor costs for employees of the community related to the direct performance of engineering and design, construction services, project management, and performance verification on the project.
 - Fringe Benefits: Costs for such items as healthcare, dental care, life insurance, retirement and other standard benefits provided to employees of the community

related to the direct performance of the project.

- Planning and design costs directly related to the project that were incurred prior to the submittal of a project proposal. These costs include, but are not limited to CCTV costs, manhole inspection costs, pre-construction performance verification activities (i.e. flow monitoring, water quality sampling), and engineering services such as surveying, design engineering, and cost estimating. Itemization and documented proof of these costs is required for consideration.

All funds must be approved as eligible by the District for the 25% requirement. Communities should contact the District's Watershed Funding Administrator to assess if the funding source is eligible.

The District, at its sole discretion, may waive the 25% requirement for a community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>).

Terms of Grant Funding

The MCIP is a reimbursement grant and payment will be made only on project-specific invoices as referenced in the approved project budget accrued on or after January 1, 2020. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, and verified invoices to support reimbursement. Refer to the District's MCIP Policy, Process, and Procedures document for additional information on reimbursement.

Costs associated with services provided by third-parties towards the project, including technical services such as engineering and design, construction services, project management, performance verification, testing and inspection, and/or other direct costs as approved by the District, are eligible for grant funding. Indirect cost allocations are not eligible for reimbursement.

Project Performance Verification

The District will require project performance verification to demonstrate how the project is functioning. Verification activities and data collection may include reporting, pre- and post-construction rainfall and flow monitoring, water quality sampling, and modeling or other type of evaluation, such as Rainfall Derived Inflow and Infiltration (RDII) determination depending on the type of project. Guidelines on the type of pre and/or post construction monitoring, sampling and evaluation are provided in **Attachment A – Performance Verification Guidelines**. Communities should review the guidelines and include their anticipated method(s) of data collection, project verification and the estimated associated costs in their proposal.

It is the Community's responsibility to ensure that no negative impacts will occur as a result of the proposed project through investigations, modeling or other analysis.

Project Evaluation

The District will review and prioritize proposed projects for available funding based on the following criteria:

1. Infrastructure Condition (30%)

The current and actual condition of the structure using the condition descriptions defined in Table 1. Information that expands on the description should be provided with the proposal to assist with the scoring of this category. This may include but is not limited to: condition assessments, quantification of I/I, identification of broken pipes and/or combined or separate sewer overflows, televised underground system inspection reports, age inventory reports and maintenance records, and any additional information that may impact the evaluation of the infrastructure condition. If available, condition assessments should be provided in accordance with NASSCO's Pipeline and Manhole Assessment and Certification Program (PACP and MACP). NASSCO condition is recommended. Only provide a high-level summary spreadsheet that details the sewer system's condition. If available, please provide photo or video proof of major defects with detailed documentation indicating defect(s).

Table 1. Rating System for Structural Infrastructure Condition.

Condition Rating	Description	Score
Failed	Complete reconstruction needed – existing infrastructure is and/or a PACP/MACP structural condition scores above 4.	30
Critical	Major reconstruction needed to maintain integrity, and/or A PACP/MACP structural condition scores above 4.	24
Poor	Partial reconstruction or extensive rehabilitation required to maintain integrity, and/or PACP/MACP structural condition scores between 3-4.	18
Fair	Major rehabilitation needed to maintain integrity, and/or a PACP/MACP structural condition scores between 2-3.	12
Good	Routine maintenance and periodic repairs required to maintain integrity, and/or a PACP/MACP structural condition scores	6
New	New infrastructure, and/or a PACP/MACP structural condition scores between 0-1.	0

Note: To validate condition rating, photo/video evidence or a structural PACP/MACP report must be submitted.

For projects proposing to remove/eliminate failing HSTS the infrastructure condition will be assessed using Table 2. Information that expands on the description should be provided with the proposal to assist with the scoring of this category.

Table 2. Rating System for Home Sewage Treatment System Projects

Age of HSTS	Score
20 years or older	30
19-16 years old	24
15-11 years old	18
10-7 years old	12
6 years or younger	6

NOTE: Projects proposing to remove/eliminate failing HSTS must provide documentation that the area the Municipality is targeting is part of an approved prescription of the Municipality's 208 Plan, or a feasibility study for removal has been completed, or a letter and/or agreement with the property owners or for the sanitary sewer assessment has been executed.

2. Water Quality and Quantity Impacts on Human Health and the Environment (30%)

Demonstrate the effects of the project on water quality and quantity. Responses should be formulated that provide clarity to the following questions:

- What is the frequency and/or magnitude of the problem?
- What is the direct human health or environmental impact?
- What is the impact on houses and/or businesses, and number of direct users within the sewershed?
- How will the proposed project eliminate or reduce the water quality/quantity impact?

Information that verifies and quantifies the water quality and quantity issues should be provided with the proposal and appropriately referenced within the response (e.g.; page or document reference). Examples of project type and corresponding, supporting evidence include but are not limited to the following:

- HSTS /Illicit Discharge Elimination
 - Findings & Orders or Public Nuisance (e.g. Board of Health, EPA)
 - Sampling data supporting water quality deficiency issues (e.g. *E. Coli*, Pollutant Load)
 - Regulatory agency mandates citing deficiencies
 - Documentation of failing HSTS
- Basement Flooding
 - Documentation of reported flooding events such as:
 - Household surveys with addresses and details of flooding event
 - Call logs with event dates
 - Photos of event
 - Desktop or hydrologic/hydraulic modeling results (hydraulic grade line, projected basements at-risk)
- CSO/SSO
 - Monitoring results
 - Modeling results (Overflow volume, number of activations, dates)
 - Sampling data supporting water quality deficiency issues (e.g. *E. coli*, Pollutant Load)
- I/I Reduction or Elimination
 - Dye testing
 - Smoke testing
 - CCTV

Table 3. Rating System for Water Quality/Quantity Impacts

Water Quality and Quantity Impacts on Human Health and the Environment			
<i>Criteria</i>			
Example Project Type	Description	Score Range	
		Low	High
HSTS Removal, Illicit Discharge Elimination	Removal of a continuous source of water quality impairment during wet and dry weather	11 <i>< 40 units</i>	20 <i>> 200 units</i>
Basement Flooding	Reducing intermittent and direct water quality impairments to human health and private property	11 <i><10 basements</i>	20 <i>> 20 basements</i>
CSO/SSO Elimination	Removal of wet weather source of water quality impairment	6 <i>Unknown effect of project</i>	10 <i>Modeled quantity and/or multiple locations</i>
I/I Reduction	Conserving capacity in the CS/SS system	1-5	
<i>Documentation</i>			
Problem(s) is/are verified through documentation		1-10	

Table 4. Rating System for Source Control of Stormwater

Source Control of Stormwater	
Description	Score
Removal of stormwater from combined or sanitary sewer system and managed by a water quality and quantity (critical storm) Stormwater Control Measure (SCM) <i>(ex: bioretention, detention, slow release, infiltration, retention)</i>	15
Control of stormwater prior to discharging into the combined or sanitary sewer system through a water quantity (critical storm) SCM <i>(ex: downspout disconnection, detention and slow release)</i>	10
Removal of stormwater from combined or sanitary sewer system <i>(ex: removing improper storm lateral from sanitary sewer and reconnecting to storm sewer)</i>	5

3. Project Provides a Significant Benefit to the District (15%)

Demonstrate the benefits to the District of the project. Benefits include but are not limited to projects that assist in attaining compliance with a District community discharge permit, reduce flows to District collection system infrastructure, reduce infrastructure flooding/basement back-ups, expand water quality treatment benefit to new District customers, are recommended by a District study, and/or improve water quality in area waterways to compliment the District's ongoing programs, such as the Project Clean Lake Program or Regional Stormwater Management Program.

4. Non-District Matching Funding (10%)

One point will be provided for meeting the minimum requirement of 25% non-District matching funds. If the District waives this or a community is in fiscal distress as discussed under the Project Requirements section in the Request for Proposals, the proposal will be awarded one point. Proposals must provide documentation of funding sources.

Table 5. Non-District Project Funding Scoring System

% of Non-District Funds	Score
25	1
26-28	2
29-31	3
32-34	4
35-37	5
38-40	6
41-43	7
44-47	8
48-79	9
50-99	10

5. Design Complete (5 extra points)

Five extra points will be added to the overall project score if the design is complete and ready for bidding at the time of proposal submission due date.

MCIP Workshop

The District is conducting a MCIP Workshop on April 10, 2019 at the Watershed Stewardship Center, Cleveland Metroparks West Creek Reservation, 2777 Ridgewood Drive, Parma, 44134. Registration is required, follow the link to register:

https://www.neorsd.org/event-registration/?action=evrplusegister&event_id=43

Pre-proposal Meeting

District staff will provide an opportunity to meet with applicants to discuss projects prior to submission. Meetings will be scheduled between April 29, 2019 to May 3, 2019. Please contact the District's Watershed Funding Administrator by close of business on April 25, 2019 to schedule a meeting.

PLEASE NOTE– you must schedule for these meetings, walk-ins will not be accommodated.

Application

The 2020 Member Community Infrastructure Program application portal is accessed through the following link:

https://www.grantrequest.com/SID_5833?SA=SNA&FID=35038

Timeline and Submission

The District must receive submissions by close of business on May 20, 2019. If proposal is successfully submitted there will be an immediate message and an email confirmation.

The District will not review incomplete proposals. If a proposal is determined to be incomplete, the community will have 5 business days, from the date of email receipt notification, to submit the necessary information to complete the proposal.

Direct workshop inquiries, pre-proposal meeting requests, submissions, and questions to the Watershed Funding Administrator:

Linda Mayer

440- 253-2147

mayerl@neorsd.org

Awards

Award selection and announcements are anticipated in August 2019. Awards are contingent on funding availability. The District is under no obligation to fund any MCIP request.

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT**

AND

FOR

_____ **PROJECT**

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2020 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. _____, adopted by the District's Board of Trustees on _____ (Exhibit "A"), and the _____ ("Member Community"), a _____ of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 2019 (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for _____ (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of

_____, as set forth in Exhibit "D."

1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.

1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.

1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.

1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the District.

1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Design and Construction of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative a copy of the awarded bid.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.
- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.

- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed _____ Dollars (\$_____) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2020 is \$_____ and for 2021 is \$_____. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or \$_____ of the District Funds until the District receives:
- a) final record drawings for the MCIP Project,
 - b) final report of audit prepared in connection with and specific to the

- Project,
c) a letter referencing the post-construction operation and maintenance plan.

4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds (“Member Community Funds”). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community’s Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit “E.”

4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2020 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit “F.”

The Member Community will provide a copy of the award bid with the first reimbursement request.

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2020 for work completed January 1, 2020– March 31, 2020;
- Second Request: Due July 31, 2020 for work completed April 1, 2020- June 30, 2020;
- Third Request: Due October 31, 2020 for work completed July 1, 2020 – September 30, 2020;
- Fourth Request: Due January 31, 2021 for work completed October 1, 2020 – December 31, 2020;
- Fifth Request: Due April 30, 2021 for work completed January 1, 2021 – March 31, 2021;
- Sixth Request: Due July 31, 2021 for work completed April 1, 2021- June 30, 2021;

- Seventh Request: Due October 31, 2021 for work completed July 1, 2021 – September 30, 2021; and
- Eighth Request: Due January 31, 2022 for work completed October 1, 2021 – December 31, 2021.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District available at: <http://www.neorsd.org/mcip.php>.

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.
- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 4.7 Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

Article 5. Public Participation and Outreach

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2. MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

- 7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

- 8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

- 9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.
- 9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	_____

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	_____

9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Watershed Funding Administrator	_____

Article 12. Release of Liability.

12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.
- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the

benefit of, the parties and their respective permitted successors and assigns.

- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A" – District Resolution

Exhibit "B" – Member Community's Authorizing Ordinance

Exhibit "C" – Request for MCIP Proposals

Exhibit "D" – Member Community's MCIP Application

Exhibit "E" - Member Community's Certification of Funds

Exhibit "F" – MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

MEMBER COMMUNITY

By: _____

The legal form and correctness of this instrument is approved.

By: _____
Assistant/Director of Law
MEMBER COMMUNITY

Date: _____, 2019

This Instrument Prepared By:
Katarina Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT
WITH

FOR
2020 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM PROJECT:

Total Approximate Cost: \$***.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount
required to meet the contract, agreement,
obligation, payment or expenditure, for the
above, has been lawfully appropriated or
authorized or directed for such purpose and
is in the Treasury or in process of collection
to the credit of the fund free from any
obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

EXHIBIT D

Review - (579) MCIP**Applicant Information**

Requested Amount	\$624,750.00
Name	City of Strongsville
Applicant	City of Strongsville
Project Contact Title	Assistant City Engineer
Project Description	<p>Currently 33 houses located on Willow Drive are on septic systems. Most of these systems are antiquated, with the majority of them being built prior to 1977, and not properly treating the wastewater. The attached sample report from the Cuyahoga County Board of Health show that a number of the existing systems tested greatly exceed the allowable threshold for E. coli and Fecal Coliform, as do the storm sewer outfall samples located downstream. Therefore, by definition, the septic systems are considered illicit discharges.</p> <p>Per the City of Strongsville's MS4 General Permit, to reduce the amount of illicit discharge, the City is required to eliminate a number of septic systems annually. The City has a Capital Improvement Plan for these eliminations and has been following this plan since 2009. Attached is the City's Sanitary Sewer Capital Improvement Plan Summary and Ohio EPA Small MS4 Annual Report for Illicit Discharge Detection & Elimination.</p> <p>In order to eliminate the septic systems, the City will be constructing approximately 1,500 lf of sanitary sewer, 6 manholes and 6" lateral connections for all existing houses.</p> <p>Also included in this project is the pavement resurfacing of Willow Lane which is deteriorating.</p>
Project Contact Name	Lori Daley
Project Contact Address	16099 Foltz Parkway Strongsville, OH 44149
Project Contact Phone	(440) 580-3123
Project Contact E-mail	lori.daley@strongsville.org

Infrastructure Condition

Condition Rating	Complete reconstruction needed – existing infrastructure is unsalvageable and/or PACP/MACP condition scores above 4.
Combined Linear Feet	0
Common Trench Dividing Wall Linear Feet	0
Common Trench Standard/Dual Manhole Linear Feet	0
Separate Trench Linear Feet	0
Other Linear Feet	0
Age of HSTS	20 years or older
Combined/Sanitary Sewer	
Home Sewage Treatment Systems	15

Storm Sewer	
Describe the structural deficiencies of the infrastructure	<p>Most of the septic systems are beyond their useful life of 20 years, with many dating back to the 1950's and 1960's, in addition to being grossly undersized. Many of the existing systems have failed inspection tests and are well surpassing the allowable threshold for fecal coliform and E.coli discharge, leading to nuisance conditions according the EPA.</p> <p>The problem is continuous, and will worsen as systems age. Maintenance of septic tanks may not ensure that the problem will be resolved. The septic tank is only one component of the system that includes a reliance on underground filtering and absorption which has a limited capacity. The majority of systems are undersized and of antiquated design. These systems commonly utilize an antiquated gravel filter bed or primitive aeration system as the means of secondary treatment. These types of systems, according to the Cuyahoga County Board of Heath, are assumed to have a failure rate at or near 100% due to their age and antiquated design.</p>
Details	
MCIP Type of Unit	Home
MCIP Unit Total	33
MCIP Count Year	2019
MCIP Count Source	Number of existing HSTS on Willow Lane
MCIP Type of Unit 1	Home
MCIP Unit Total 1	
MCIP Count Year 1	
MCIP Count Source 1	
MCIP Type of Unit 2	Home
MCIP Unit Total 2	
MCIP Count Year 2	
MCIP Count Source 2	
MCIP Type of Unit 3	Home
MCIP Unit Total 3	
MCIP Count Year 3	
MCIP Count Source 3	
MCIP Type of Unit 4	Home
MCIP Unit Total 4	
MCIP Count Year 4	
MCIP Count Source 4	
Indicate the deficiencies the project will mitigate	Findings/Orders/Mandates citing deficiencies or violations
Water Quality and Quantity Impacts on Human Health and the Environment	<p>As referenced in the attached information from the Cuyahoga County Board of Health, many of the septic systems are failing and discharging fecal coliform counts far exceeding the allowable threshold set by the EPA. These elevated bacteria levels put the community at risk to exposure to waterborne pathogens.</p> <p>The problem is continuous, and will worsen as systems age.</p>

	<p>The situation originates at the individual house and combines with the effluent of the other houses, eventually making its way along tributary streams and storm sewer systems to the east branch of the Rocky River and ultimately to Lake Erie. The first stream the effluent discharges to is Blodgett Creek. Blodgett Creek winds through the City, adjacent to numerous residential homes.</p> <p>The impact of the contamination from improperly treated waste water within the watershed on its receiving streams and fauna is of grave concern to the Cuyahoga County Board of Health.</p> <p>This project will eliminate the septic systems by constructing sanitary sewers, therefore eliminating the illicit discharge.</p>
Source Control of Stormwater	<p>The existing septic systems discharge to the storm sewers and Blodgett Creek, a tributary to the east branch of the Rocky River. This project will remove that discharge from the storm sewers and convey it through a separate sanitary sewer which will be treated by Northeast Ohio Regional Sewer District's Southerly Treatment Plant.</p>
Significant Project Benefit to the District	<p>As referenced in the attached information from the Cuyahoga County Board of Health, many of the septic systems are failing and discharging fecal coliform counts far exceeding the allowable threshold set by the EPA. These elevated bacteria levels put the community at risk to exposure to waterborne pathogens. Also, the first stream the effluent discharges to is Blodgett Creek, which is a Regional stream.</p> <p>This project includes the construction approximately 1,500 lf of sanitary sewer, 6 manholes and 6" lateral connections for all existing houses in the work area. The sanitary sewers are air tested per ASTM F-1417 and the manholes are vacuum tested per ASTM C-1244 to ensure they are watertight.</p> <p>With the construction of the sanitary sewers, the existing failing septic systems will be able to be eliminated. Once the sewers are constructed, inspected and accepted by the City, the City works with the Cuyahoga County Board of Health in notifying the residents of their obligation to abandon their existing septic systems and connect to the sanitary sewer. With the abandonment of the existing septic systems, the illicit discharge will be eliminated.</p>
Design Cost	
Design Completion Date	
Performance Verification Cost	\$0.00
Construction Cost	\$1,249,500.00
Construction Start Date	7/6/2020
Construction Completion Date	7/2/2021
Project Schedule and Budget	Currently the plans are in the final design stage. The City plans to advertise for construction bids in early 2020 so that we



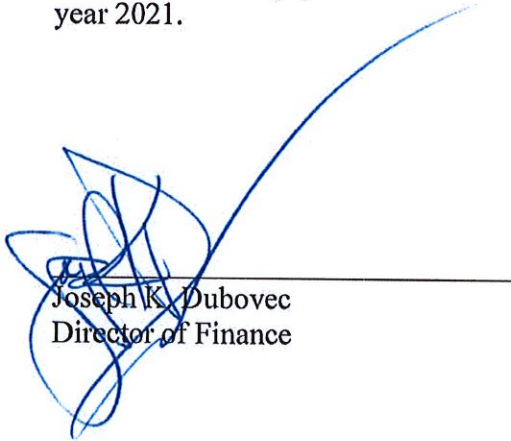
may be in a position to award the contract and begin construction by July 2020. The estimated time of construction will be 12 months.

Any unfunded portions of the project will be paid for out of the City's Sanitary Sewer Fund and through assessments of affected property owners.

Review Scoring	
Infrastructure Condition	
Water Quality and Quantity Impacts on Human Health and the Environment	
Project Provides Source Control of Stormwater	
Project Provides a Significant Benefit to the District	
Non-District Project Funding	
Design Complete	
MCIP Review Score Total	0.0000
Response Notes	

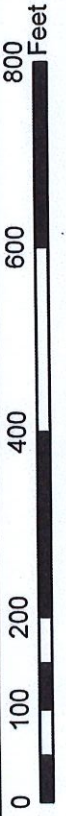
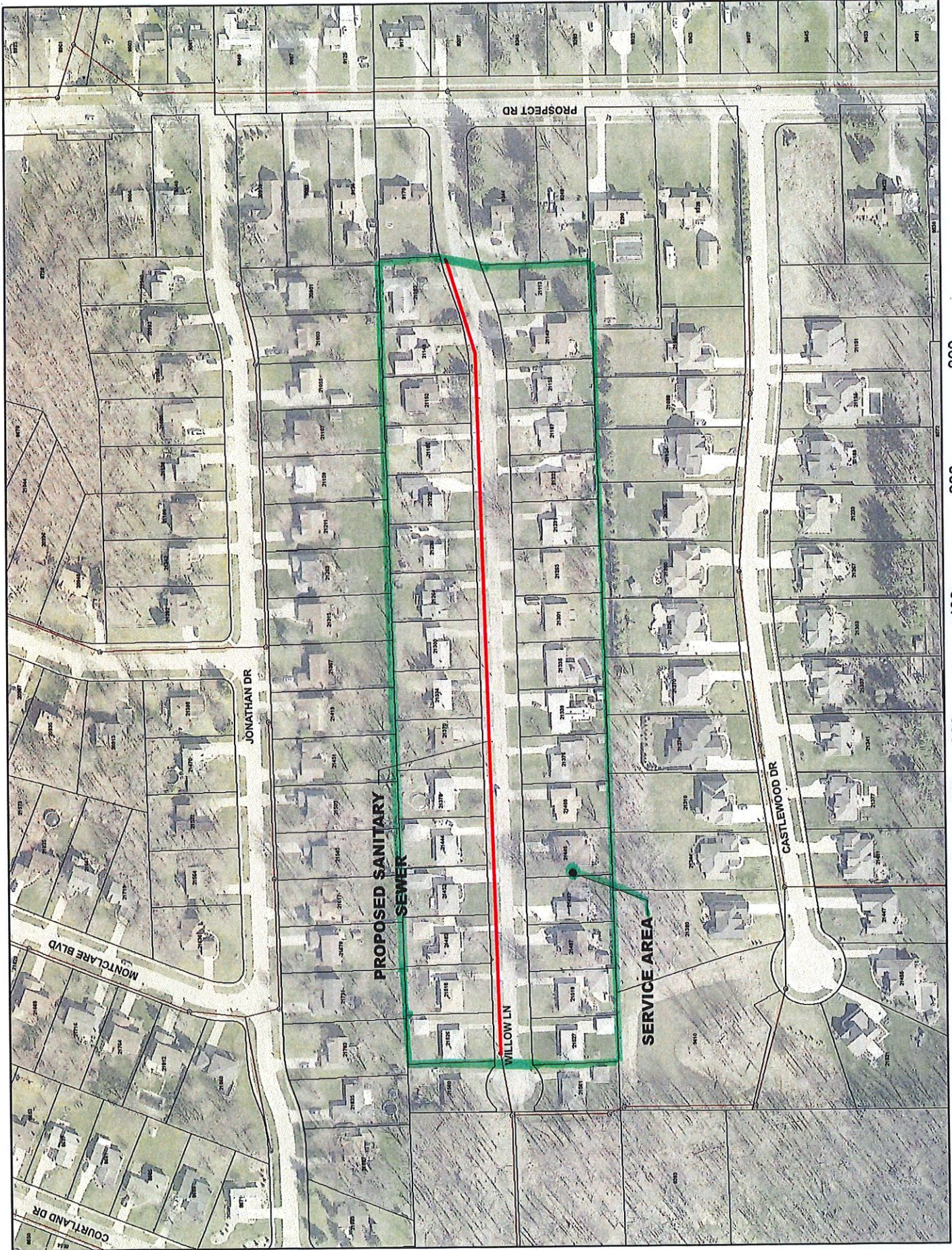
**CERTIFICATION
OF
AVAILABILITY OF LOCAL FUNDS**

I, Joseph K. Dubovec, Director of Finance, hereby certify that the City of Strongsville will provide for the availability of funds in the Sanitary Sewer fund in the amount of \$624,750 used to pay the local share for the Willow Lane Sanitary Sewer Project in fiscal year 2021.



Joseph K. Dubovec
Director of Finance

Date May 15, 2019



CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

Willow Lane HSTS Installation Dates

Total number of systems: 33

Unknown installation date/Installed before 1977: 30

Installed 1977-2007: 2

Installed after 2007 (NPDES System): 1

Willow Lane Septic System Effluent Samples

Address	Date	Result
21148 Willow Lane	10/26/2016	171,340 E. coli cfu/100mL
21148 Willow Lane	10/20/2016	326,250 E. coli cfu/100mL

Willow Lane Storm Sewer Samples

Address	Date	Result
21230 Willow Lane	4/3/2019	3,198 E. coli cfu/100mL
21370 Willow Lane	4/3/2019	47,720 E. coli cfu/100mL
21518/21526 Willow Lane	4/3/2019	306,550 E. coli cfu/100mL
21527 Willow Lane	4/29/2010	1,230,000 Fecal Coliform cfu/100mL
21148 Willow Lane	4/12/2010	380,000 Fecal Coliform cfu/100mL
21230 Willow Lane	4/12/2010	230,000 Fecal Coliform cfu/100mL

Storm Sewer Outfall Samples

Outfall ID	Date	Result
BLMB0640 (21380 Montclare)	10/11/2018	7,400 E. coli cfu/100mL
BLMB0640 (21380 Montclare)	7/28/2010	4,800 E. coli cfu/100mL
BLMB0640 (21380 Montclare)	8/4/2009	30,100 Fecal Coliform cfu/100mL
BLMB0640 (21380 Montclare)	5/6/2008	4,900 Fecal Coliform cfu/100mL
BLMB0650 (21428 Montclare)	10/11/2018	7,180 E. coli cfu/100mL
BLMB0650 (21428 Montclare)	8/8/2016	22,240 E. coli cfu/100mL
BLMB0650 (21428 Montclare)	8/25/2014	5,405 E. coli cfu/100mL
BLMB0650 (21428 Montclare)	7/24/2012	15,800 E. coli cfu/100mL
BLMB0650 (21428 Montclare)	8/1/2011	8,182 E. coli cfu/100mL
BLMB0650 (21428 Montclare)	7/28/2010	6,200 E. coli cfu/100mL
BLMB0650 (21428 Montclare)	5/6/2008	25,900 Fecal Coliform cfu/100mL

5550 Venture Drive ♦ Parma, Ohio 44130

Direct: 216-201-2000 ♦ Fax: 216-676-1311 ♦ www.ccbh.net

Terrence M. Allan, R.S., M.P.H. Health Commissioner

CITY OF STRONGSVILLE – ENGINEERING DEPARTMENT

Sanitary Sewer Capital Improvements - 2008

10 Year Improvement Plan:



Year	Improvement	Septic Systems Eliminated	Estimated Improvement Cost	*Estimated Yearly Total
1	Webster Road—Blazey Trail	122	\$2,204,000	\$2,204,000
2	Drake Road East (Phase 1)	53	\$795,400	
	Drake Road East (Phase 2)	57	\$1,220,000	\$2,015,400
3	RTE 82—W. 130th	46	\$1,129,000	
	Drake Road—West	48	\$596,000	\$1,725,000
4	Bowman Drive	37	\$475,500	
	Willow Lane	35	\$800,000	
	Albion – Webster Road	54	\$826,500	\$1,607,000
5	Howe Road	33	\$532,500	
	Benbow Road	23	\$685,000	
	Boston - Jamesway Road	23	\$715,200	\$1,932,700
6	Drake – Prospect Road	6	\$168,500	
	Boston West - Waterford	15	\$501,500	
	West 130th - North	18	\$343,400	\$1,013,400
7	Priem Road—South	9	\$93,000	
	Priem Road - North	12	\$176,000	
	Prospect – Boston Road	18	\$321,500	\$590,500
8	Marks Road - RTE 82	10	\$585,000	
	Marks Road - North	3	\$95,500	
	Marks Road - South	4	\$93,000	
	Westwood Drive	10	\$165,000	\$938,500
9	RTE 82 – Foltz Parkway	10	\$486,000	
	Chasemoor Drive	6	\$237,500	\$723,500
10	Marks – Lunn Road	11	\$1,235,000	\$1,235,000

Completed Projects

Under Construction

*Estimated costs from 2008

BMP (mechanism)	Responsible Party	Measurable Goal	Completed	Cite Local Code(s) Being Used (If available, web link for code(s))	Effective		
Ordinance or Other Regulatory Mechanism	City Council and Ken Mikula, City Engineer	Enforce Code	Yes	Chapter 1057 of codified ordinances. www.strongsville.org	Yes		
Summary of Results or Activities: Code allow the City to carry out all inspection and monitoring procedures to eliminate existing illicit discharges.							
Comments:							
BMP (mechanism)	Responsible Party	Measurable Goal	Completed	Summary of Activities or Updates	Effective		
Storm Sewer System Map	Ken Mikula, City Engineer	Update map as new systems are constructed	Yes	The City is working towards keeping a current GIS map of storm and sanitary sewers. This aids the City in tracing back illicit discharges and correcting them. T	Yes		
Comments:							
BMP (mechanism)	Responsible Party	Measurable Goal	Completed	Summary of Activities or Updates	Effective		
HSTS Mapping and List	Ken Mikula, City Engineer	Update map as septic systems are eliminated	Yes	The Cuyahoga County Board of Health supplied the City with a map of all HSTS in the City. As sanitary sewers become available, the sewers are added to the City's GIS map.	Yes		
Comments:							
BMP (mechanism)	Responsible Party	Measurable Goal	Completed	Summary of Activities or Updates	Effective		
IDDE Plan	Ken Mikula, City Engineer	Eliminate known illicit discharges	Yes	The CCBOH annually tests outfalls and reports all that exceed the nuisance threshold count. The City then uses this information to trace back the source of the illicit discharge. In many cases, the illicit discharge can be attributed to failing HSTS. The City has completed a 10-step plan to construct sanitary sewers and eliminate the majority of the HSTS in the City. Due to the construction of new sewers, in 2018, 11 HSTS were eliminated.	Yes		
Comments:							
BMP (mechanism)	Responsible Party	Measurable Goal	Completed	Summary of Activities or Updates	Effective		
Dry-Weather Screening of Outfalls	Ken Mikula, City Engineer	Screen 100% of the outfalls	482	216	67	0	Yes
Comments: City will investigate if flows are due to HSTS or if further investigation is needed.							
Upload File Name for the Illicit Discharges: ILLICIT DISCHARGE DETECTION.pdf							
BMP (mechanism)	Responsible Party	Measurable Goal	Completed	Summary of Planned Activities	Comments	Effective	
No records found							

ILLICIT DISCHARGE DETECTION & ELIMINATION (IDDE)

Summarize activities you plan to undertake for the next reporting cycle.

BMP (mechanism)	Responsible Party	Measurable Goal	Summary of Planned Activities	Proposed Schedule
HSTS Mapping and List	Ken Mikula, City Engineer	Receive updated map from CCBOH. Eliminate 25 HSTS/year.	Use the updated map as a tool to determine areas where sanitary sewers should be constructed.	Throughout the year.
Comments:				
Dry-Weather Screening of Outfalls	Ken Mikula, City Engineer	Screen 100% of the outfalls.	Renew contract with CCBOH to conduct dry weather screenings.	Throughout the year.
Comments:				
Ordinance or Other Regulatory Mechanism	City Council and Ken Mikula, City Engineer	Continue to enforce code.	Chapter 1057 of the codified ordinances enables the City to carry out all inspections and monitoring necessary to ensure compliance as well as issue citations for non-compliance.	Throughout the year.
Comments:				
Storm Sewer System Map	Ken Mikula, City Engineer	Keep map updated with new storm and sanitary sewer systems	Update maps as new systems and basins are constructed.	Throughout the year.
Comments:				
IDDE Plan	Ken Mikula, City Engineer	Eliminate 50% of illicit discharges/year.	Based on information gathered from the CCBOH, the City can investigate areas of high contamination and work towards eliminating the sources.	Throughout the year.
Comments:				

CONSTRUCTION SITE RUNOFF CONTROL

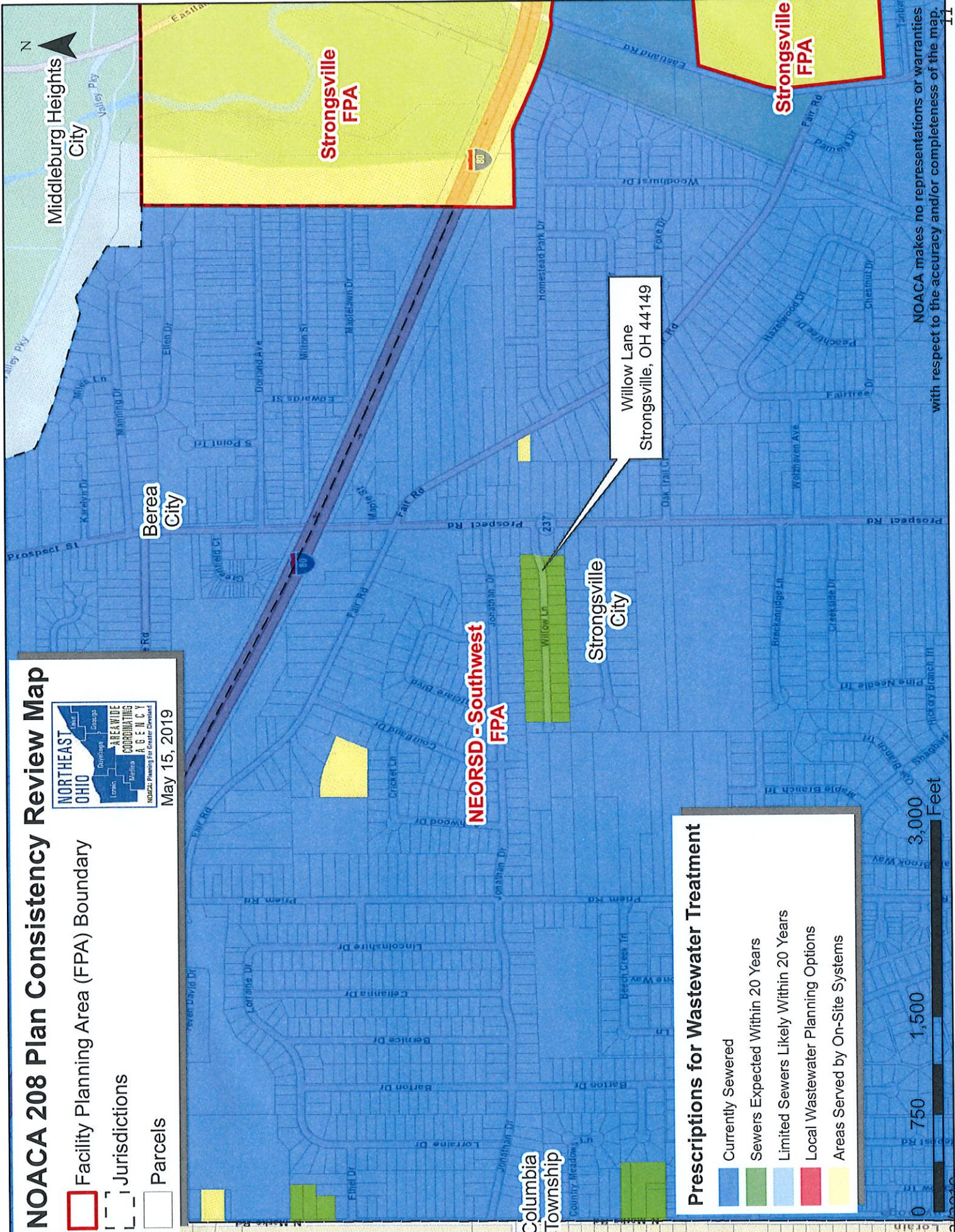
BMP (mechanism)	Responsible Party	Measurable Goal	Completed	Cite Local Code(s) Being Used (if available, web link for code(s))	Effective
Ordinance or Other Regulatory Mechanism	Ken Mikula, City Engineer	Implement code on all applicable construction sites. Update code as necessary.	Yes	Chapter 1058 of codified ordinances. www.strongsville.org	Yes
Summary of Results or Activities: All new sites must adhere to the code. Code was updated 1/3/11.					
Comments:					
BMP (mechanism)	Responsible Party	Measurable Goal	Completed	Standards Being Used	Effective
Sediment and Erosion Control Requirements	Ken Mikula, City Engineer	Enforce compliance on all construction sites.	Yes	Chapter 1058.05 of codified ordinances. www.strongsville.org	Yes
Summary of Results or Activities: Inspectors are trained to verify the implementation of the SWPPP. Contractors are notified onsite if any non-compliance issues are encountered. If not remedied in a timely manner, written notifications are sent.					

NOACA 208 Plan Consistency Review Map



May 15, 2019

- Facility Planning Area (FPA) Boundary
- Jurisdictions
- Parcels



Prescriptions for Wastewater Treatment

- Currently Sewered
- Sewers Expected Within 20 Years
- Limited Sewers Likely Within 20 Years
- Local Wastewater Planning Options
- Areas Served by On-Site Systems



NOACA makes no representations or warranties with respect to the accuracy and/or completeness of the map.

ID	Status	Communit	AddressLine1	AddressLine3	PPN	StatePlaneE	LastInspectionDate	InspectionType	NPDES?	DischargeLocation	LastInstallYear
10634	Active	Strongsville	21149 Willow L	Strongsville,44149	39114033	610990.3	2010, July 16	Assessment	No	Storm Sewer	1957
10640	Active	Strongsville	21223 Willow L	Strongsville,44149	39114036	610983.5	2014, April 16	Evaluation-Fail	No	Storm Sewer	1987
10651	Active	Strongsville	21375 Willow L	Strongsville,44149	39114042	610974.3	2010, May 27	Evaluation-Fail	No	Storm Sewer	Unknown
10653	Active	Strongsville	21409 Willow L	Strongsville,44149	39114043	610972.8	2010, April 7	Assessment	No	Storm Sewer	1963
10655	Active	Strongsville	21445 Willow L	Strongsville,44149	610971.3	610971.3	2010, May 24	Assessment	No	Storm Sewer	1976
10657	Active	Strongsville	21453 Willow L	Strongsville,44149	39114045	610969.7	2010, May 13	Assessment	No	Storm Sewer	1962
10643	Active	Strongsville	21264 Willow L	Strongsville,44136	39114027	611179.5	2006, April 24	Evaluation-Pass	No	Storm Sewer	1962
10648	Active	Strongsville	21335 Willow L	Strongsville,44149	39114040	611181.1	2006, March 27	Evaluation-Fail	No	Storm Sewer	Unknown
10641	Active	Strongsville	21230 Willow L	Strongsville,44149	39114028	610981.9	2010, April 13	Evaluation-Fail	No	Storm Sewer	1958
10642	Active	Strongsville	21339 Willow L	Strongsville,44149	39114037	610975.9	2010, April 7	Assessment	No	Storm Sewer	Unknown
10649	Active	Strongsville	21152 Willow L	Strongsville,44149	39114041	611186.1	2014, September 8	Assessment	No	Storm Sewer	1957
10635	Active	Strongsville	21153 Willow L	Strongsville,44149	39114034	610986.6	2014, September 8	Assessment	No	Storm Sewer	1957
10636	Active	Strongsville	21222 Willow L	Strongsville,44149	39114029	611182.7	2010, May 13	Evaluation-Fail	No	Storm Sewer	Unknown
10639	Active	Strongsville	21482 Willow L	Strongsville,44149	39114048	611168.3	2010, May 17	Assessment	No	Storm Sewer	1960
10656	Active	Strongsville	21452 Willow L	Strongsville,44149	39114020	611169.8	2010, May 13	Evaluation-Fail	No	Storm Sewer	1960
10632	Active	Strongsville	21527 Willow L	Strongsville,44149	39114052	610964.5	2010, April 29	Assessment	No	Storm Sewer	1960
10631	Active	Strongsville	21082 Willow L	Strongsville,44149	39114051	611202	2011, April 21	Evaluation-Fail	No	Storm Sewer	1965
10647	Active	Strongsville	21334 Willow L	Strongsville,44149	39114025	611176.3	2010, June 7	Assessment	No	Storm Sewer	1967
10662	Active	Strongsville	21526 Willow L	Strongsville,44149	39114018	611165.1	2010, May 13	Assessment	No	Storm Sewer	Unknown
10667	Active	Strongsville	21187 Willow L	Strongsville,44149	39114030	611184.4	2010, April 12	Evaluation-Fail	No	Storm Sewer	Unknown
10652	Active	Strongsville	21378 Willow L	Strongsville,44149	39114023	611173.1	2010, June 2	Assessment	No	Storm Sewer	1968
10638	Active	Strongsville	21186 Willow L	Strongsville,44149	610985.1	610985.1	2005, November 7	Evaluation-Fail	No	Storm Sewer	1958
10644	Active	Strongsville	21265 Willow L	Strongsville,44149	39114038	610980.4	2006, February 21	Assessment	No	Storm Sewer	1958
10646	Active	Strongsville	21301 Willow L	Strongsville,44149	39114039	610978.8	2010, June 29	Evaluation-Fail	No	Storm Sewer	Unknown
10633	Active	Strongsville	21148 Willow L	Strongsville,44149	39114032	611189.1	2011, December 28	Evaluation-Fail	No	Storm Sewer	1957
10659	Active	Strongsville	21487 Willow L	Strongsville,44149	39114046	610968.1	2010, April 15	Assessment	No	Storm Sewer/River	1976
10645	Active	Strongsville	21300 Willow L	Strongsville,44149	39114026	611177.9	2006, February 21	Assessment	No	Storm Sewer	1962
10660	Active	Strongsville	21518 Willow L	Strongsville,44149	611166.7	611166.7	2010, May 13	Assessment	No	Storm Sewer	Unknown
10661	Active	Strongsville	21519 Willow L	Strongsville,44149	39114047	610966.7	2010, May 18	Evaluation-Fail	No	Storm Sewer	1960
10650	Active	Strongsville	21370 Willow L	Strongsville,44149	39114024	611174.7	2010, April 26	Evaluation-Fail	No	Storm Sewer	1967
10654	Active	Strongsville	21444 Willow L	Strongsville,44149	39114022	611171.4	2010, June 10	Evaluation-Fail	No	Storm Sewer	Unknown

Instructions for the NEORSD MCIP Verification Form

Workbook Tab Descriptions	Community Action
Definitions - Defines sewer types in terms that should be used when describing the existing system.	Information
Technical Guidance - Provides instruction regarding verification required for various project types.	Information
Community Form - Completed by the community to describe project performance verification (PPV) plan and schedule.	Complete
Additional Planned Verification - Completed by the community if more space is needed to include all verification points.	Complete
Location Maps - Completed by the community to submit images showing the locations of verification points, including specific manholes/outfalls and cross streets.	Complete

Directions:

Refer to the above table for descriptions of each tab within this workbook and its function. Applications that do not include this form will be considered incomplete and ineligible for funding consideration.

If a project is chosen for funding, NEORSD will review the PPV plan and may suggest additional or alternate locations for verification activities to fully capture the impact of the project. The form will then be returned with an additional "NEORSD Comments" tab, which will contain any comments and/or suggestions regarding the PPV plan. Once a PPV plan is agreed upon, the verification activities will be the responsibility of the applicant to complete.

Changes to the PPV plan or schedule should be communicated to NEORSD via the quarterly progress reports.

For further assistance filling out this form, please contact umerleyc@neorsd.org



Sewer Type Definitions

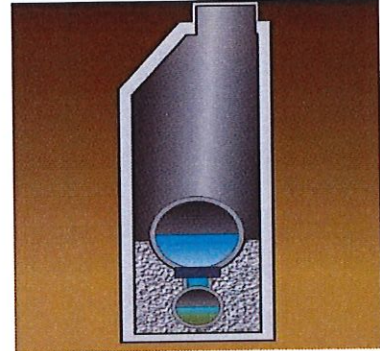
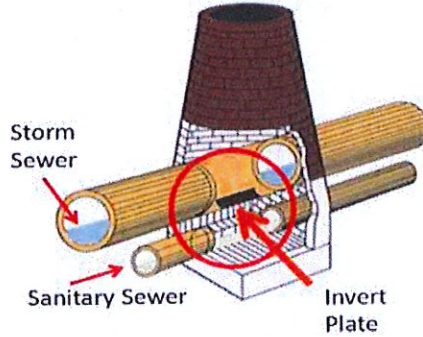
Common Trench

Both sanitary and storm sewers in the same trench, with the storm sewer either aligned on top of or next to the sanitary sewer. There are three types of Common Trench sewers.

Common Trench Over/Under

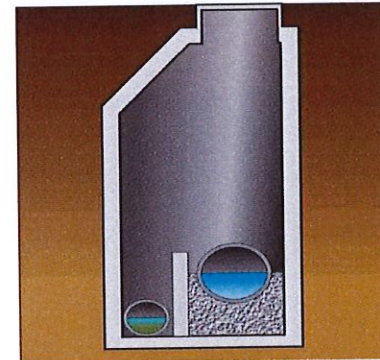
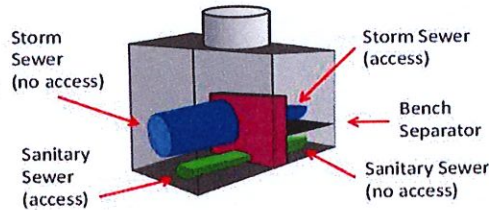
One manhole is used to access both the storm and the sanitary sewers, with a removal invert plate on the storm sewer to provide access to the sanitary sewer.

Some invert plates are found to be damaged, displaced, or missing, resulting in a direct connection between the storm and sanitary sewers.



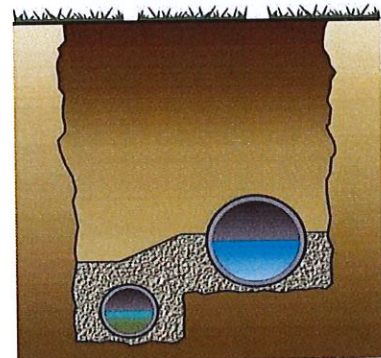
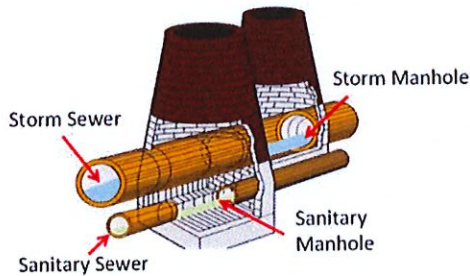
Common Trench Dividing Wall

One manhole is used to access both the storm and sanitary sewers. A vertical wall separates the storm and sanitary sewer access openings, such that flow from one sewer to the other at the manhole requires overtopping the dividing wall.



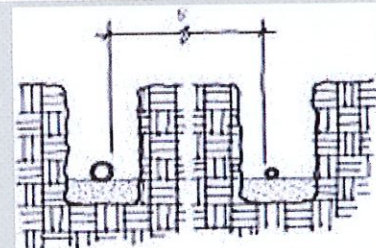
Common Trench Standard Manhole

Sometimes referred to as "Dual Manhole;" two manholes are constructed in the common trench to allow separate access to each sewer with no direct connections between the sewers.



Separate Trench

Sanitary and storm sewers in different trenches with separate manholes.



Combined Sewer

A single sewer designed to receive and transport both sanitary sewage and stormwater runoff in the same pipe.

Home Sewage Treatment Systems (HSTS)

Individual domestic wastewater disposal systems often located in areas without public sanitary collection systems.

Project Performance Verification Technical Guidance

The District requests project performance verification to document how a MCIP project is performing. Performance verification may include pre- and post-construction flow monitoring or water quality sampling, and/or desktop or hydraulic/hydrologic modeling depending on the type of project. Table 1 details options for types of performance verification activities suggested for various MCIP project types. This guidance should be considered when developing a performance verification plan and project budget.

Table 1: Suggested Project Performance Verification by Project Type

	Flow Monitoring	RDII evaluation ¹	Dry Weather Water Quality Outfall Sampling	Notes/Comments
Combined Sewer Separation	X	X (post)	X	Post RDII will quantify any private property I/I contribution
Common Trench Sewer Lining or Separation	X	X		Pre- and post-construction flow monitoring and RDII analysis will show reductions in I/I within new/rehabilitated sanitary sewer.
Separate Trench Sewer Lining or Replacement	X	X		
Lateral Repair	X	X		
Private Property I/I Reduction	X	X		
HSTS Removal			X	Sampling will verify elimination of failing HSTS
Illicit Connection Removal			X	Sampling will verify elimination of illicit discharge
SSO/CSO Control¹	X			Monitor for activations; can be level or flow monitoring
Relief Sewer/ Parallel Storage	X			Monitor existing sewer level

¹ The Community should model if there is potential that the work can impact homes or upstream/ downstream users (e.g. elimination of SSO) AND/OR to quantify proposed improvements to SSO/CSO volumes.

Table 1 is not a complete list of all MCIP-eligible project types but is provided for guidance. Questions regarding project eligibility should be directed to a District Watershed Team Leader or discussed during a pre-application meeting. Other project performance verification activities may include dye or smoke testing, Closed-Circuit Televising (CCTV), and/or other methods depending on the project.

Costs relating to performance verification activities should be included in the proposal. Communities must detail their anticipated method(s) of performance verification and project schedule on the "Community Form" tab of this form. See the "Instructions" tab for more information.

The District will review project performance verification plans and may suggest additional or alternate locations for verification activities to fully capture the impact of the project. Performance verification activities will be the responsibility of the community to complete.

Flow Monitoring Guidelines

The objective of flow monitoring is to quantify the level of I/I reduction resulting from a sewer rehabilitation/replacement. For I/I reduction or elimination projects (including private property work), combined or common trench separation, and separate trench lining or replacement, the District will require pre- and post-construction flow monitoring and evaluation. Evaluation should include Rainfall-Derived Inflow and Infiltration (RDII) analysis that provides at a minimum the pre- and post-percentage (R-value) of rainfall that becomes I/I for each qualifying event. USEPA offers a free "SSOAP Toolbox" software which can be used for this analysis. Other available modeling tools may be used as desired by the member community.

A minimum four-week duration is recommended for both pre- and post-construction flow monitoring. Monitoring can end sooner if three storms that meet either of the following criteria are captured:

- Rain event meets or exceeds a depth of 0.2 inches AND an intensity of 0.25 inches/hour
- 24-hour rainfall is greater than 0.75 inches

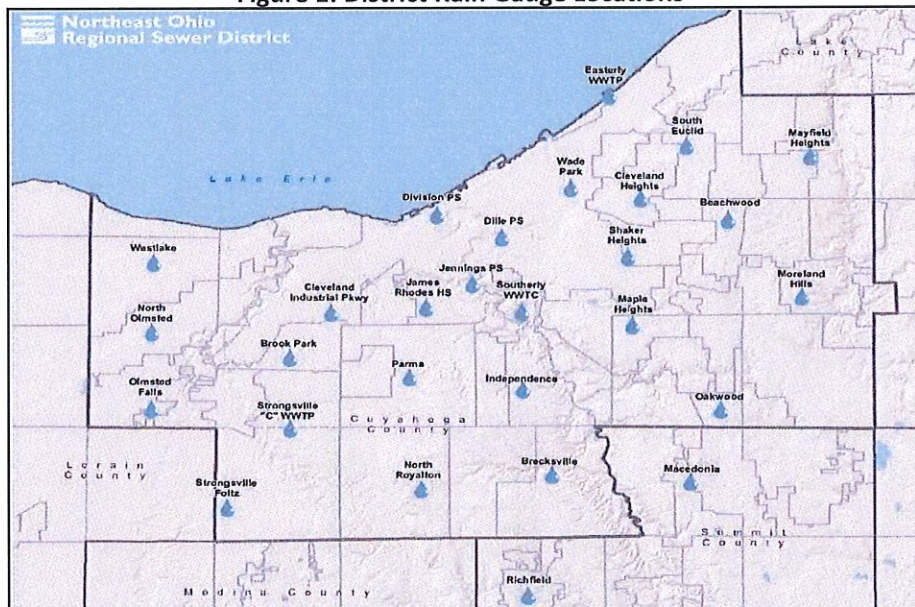
Data collected should include, but is not limited to: flow depth, velocity, and flow rate, recorded in 5-minute intervals. The community should identify any alternative monitoring plan in their proposal. The data collection over the monitoring periods should be continuous.

In the case where pre-construction flow monitoring has already been completed, the community should submit in their proposal the monitor locations and data collected or summary of findings for review by the District to support the scoring of the project.

In general, flow monitors should be placed to isolate flows within the MCIP project area. Pre- and post-construction monitoring should occur in the same locations. If requested, the District can provide assistance with the site selection of flow monitors and rain gauges.

The District owns and maintains a network of rain gauges that may be sufficient for the project's needs. The community should determine if additional temporary rain gauges are necessary for verification activities. Figure 1 shows the locations of District rain gauges. Rainfall data requests should be sent to Matt Fedak, Data Analyst with the NEORSD Systems Integration Department (fedakm@neorsd.org).

Figure 1: District Rain Gauge Locations



To view a larger Rain Gauge map, please visit the following link: <http://arcg.is/10KTCr>
Dry Weather Water Quality Outfall Sampling Guidelines

For projects focused on illicit discharge and HSTS elimination, or combined sewer separation, the District will require dry-weather water quality sampling. The objective of this sampling is to obtain data that quantifies the approximate pollutant load reduction resulting from the infrastructure improvement identified in the MCIP project proposal and/or verifies separation. Pre-construction sampling should indicate elevated pollutant levels. Post-construction performance verification should consist of sampling from the same locations used for pre-construction sampling, or representative location, as applicable. Dry weather sampling locations include end of pipe samples from illicit discharges or outfalls. Sampling events should occur at three separate times for each identified outfall, in order to ensure a representative *E. coli* measurement.

Minimum Deliverables

The following deliverables should be submitted to the District throughout the verification process and can be included in quarterly progress updates.

For projects requiring flow monitoring:

- Site installation forms
- Rain data, 5-minute intervals
- Raw and edited flow monitoring data, 5-minute intervals
- RDII-evaluation report/summary

For projects requiring water quality sampling:

- Field sample collection report
- Sample analysis results

Member Community Infrastructure Program
Rev. 3/13/2019

Member Community Infrastructure Program (MCIP) Verification Form

Community:
 Project Name:
 Existing System:

Description of Verification Plan:

In 2007, the City developed a city wide capital improvement plan to eliminate septic systems by constructing sanitary sewers. The plan was broken out into 10 different project areas, taking the number of users and feasibility into account when deciding the order of construction. The city began it's first project in 2009 and have completed 5 project areas to date. Since the Willow Lane project was next on the list, the city asked Cuyahoga County Board of Health to test the individual LUTCC on Willow Lane and have the following data returned to the city.

Select the Planned Verification Type from the drop down menu and identify the verification locations

Type	Location	District GIS Asset ID
DW Outfall Sampling	21380 Montclare	BLMB0640
DW Outfall Sampling	21428 Montclare	BLMB0650
Other	Willow Lane	

Type "x" for each applicable type of work

Sewer Separation HSTS Removal
 Sewer Lining Sanitary Tie-Ins
 Laterals SSO/CSO Control
 Private Property /I Spot Repair
 Force Main Other

If you noted the type of work as "Other" above, please describe

Type "x" for each applicable verification

Flow Monitoring Modeling
 DW Outfall Sampling Other

If you noted the type of verification as "Other" above, please describe

All HSTS on Willow Lane were tested by the Cuyahoga County Board of Health. Spreadsheet attached to MCIP application.

Note: If you have additional planned verification types, please add the remaining items on the "Additional Planned Verification" tab.


Please enter the project dates below. They will appear in a MM YYYY format. For example: "December 2018". If you have specific dates available, you may type them in a MM/DD/YYYY format and notify NEORS that specific dates are available for this project.

Design Dates	Start: <input type="text" value="Mar 2019"/>	End: <input type="text" value="Dec 2019"/>
Pre-Construction Dates	Start: <input type="text" value="Jan 2020"/>	End: <input type="text" value="Jul 2020"/>
Construction Dates	Start: <input type="text" value="Jul 2020"/>	End: <input type="text" value="Jul 2021"/>
Post-Construction Dates	Start: <input type="text" value="Aug 2021"/>	End: <input type="text" value="Aug 2071"/>



Instructions: Please insert image(s) showing proposed verification locations identified by type of verification (flow monitoring, dry weather outfall sampling, etc.)

#	Description	Location Map(s)
1	BLMB0640 and BLMB 0650 outfalls	

#	Description	Location Map (G)
2	Individual HSTS inspections of all systems on Willow Lane	
3		

#	Description	Location Map(s)
4		
5		

#	Description	Location Map(s)
6		
7		

#

8

Description

Location Map(s)

9		

#	Description	Location Map(s)
10		

**City of Strongsville
Willow Lane Sanitary Sewer Project**

Engineer's Estimate
Date: 4/18/19

ITEM NO.	DESCRIPTION	BID QUANTITY	UNITS	EST. UNIT PRICE	EST. BID AMOUNT
Sanitary Sewer					
1	8" PVC Sanitary Sewer SDR 35 (<=20 feet)	1,500	LF	\$ 150.00	\$ 225,000.00
2	Precast Sanitary Manhole, No. 3, 48" Base	6	Each	\$ 5,000.00	\$ 30,000.00
3	Connection to Ex. Manhole	1	Each	\$ 1,500.00	\$ 1,500.00
4	6" Short side Lateral Connection	16	Each	\$ 1,500.00	\$ 24,000.00
5	6" Long side Lateral Connection	17	Each	\$ 6,000.00	\$ 102,000.00
6	Low Strength Mortar Backfill, Type 2	150	CY	\$ 100.00	\$ 15,000.00
Storm Sewers					
7	Catch Basin, No. 2-3	1	Each	\$ 4,000.00	\$ 4,000.00
8	Catch Basin, No. 2-2A	2	Each	\$ 1,800.00	\$ 3,600.00
9	Catch Basin, No. 2-2B	40	Each	\$ 1,400.00	\$ 56,000.00
10	12" Drive Culvert	30	LF	\$ 40.00	\$ 1,200.00
11	Precast Concrete Storm Manhole (Contingency)	1	Each	\$ 4,500.00	\$ 4,500.00
12	Half Height Headwall (Contingency)	1	Each	\$ 1,800.00	\$ 1,800.00
13	6" PVC Storm Sewer	400	LF	\$ 50.00	\$ 20,000.00
14	8" PVC Storm Sewer	100	LF	\$ 60.00	\$ 6,000.00
15	12" RCP Storm Sewer	2,200	LF	\$ 80.00	\$ 176,000.00
16	15" RCP Storm Sewer	50	LF	\$ 74.00	\$ 3,700.00
17	18" RCP Storm Sewer	50	LF	\$ 84.00	\$ 4,200.00
18	24" RCP Storm Sewer	100	LF	\$ 110.00	\$ 11,000.00
19	Remove 6" Storm Sewer	100	LF	\$ 4.00	\$ 400.00
20	Remove 8" Storm Sewer	1,950	LF	\$ 5.00	\$ 9,750.00
21	Remove 12" Storm Sewer	100	LF	\$ 6.00	\$ 600.00
22	Remove 15" Storm Sewer	50	LF	\$ 7.00	\$ 350.00
23	Remove 18" Storm Sewer	50	LF	\$ 9.00	\$ 450.00
24	Remove 24" Storm Sewer	100	LF	\$ 10.00	\$ 1,000.00
25	Remove Storm Structure	34	EA	\$ 200.00	\$ 6,800.00
26	Reconnect 6" Storm Lateral Connection to ROW w/ Tee As E	34	EA	\$ 1,200.00	\$ 40,800.00
Pavement					
27	Miscellaneous Concrete	50	SY	\$ 75.00	\$ 3,750.00
28	Reinforced Concrete Curb Ramp and Sidewalk Replacement	2,500	SF	\$ 6.00	\$ 15,000.00
29	Truncated Dome	2	EA	\$ 200.00	\$ 400.00
30	Valve Box Adjusted to Grade	4	EA	\$ 50.00	\$ 200.00
31	Mill existing 3" asphalt	4,250	SY	\$ 3.00	\$ 12,750.00
32	448 Asphalt Intermediate Course (1 3/4")	210	CY	\$ 180.00	\$ 37,800.00
33	448 Asphalt Surface Course w/ fibers (1 1/4")	155	CY	\$ 215.00	\$ 33,325.00
34	Asphalt Apron	5	CY	\$ 200.00	\$ 1,000.00
35	Chip Seal with Binder	4,250	SY	\$ 2.50	\$ 10,625.00
36	Tack Coat for Surface Course (0.10 gal/SY)	425	GAL	\$ 2.00	\$ 850.00
37	Full Depth Base Repair (Item 301)	430	CY	\$ 215.00	\$ 92,450.00
38	Butt Joint	100	LF	\$ 1.00	\$ 100.00
39	Adjust Monument Boxes in Asphalt	6	EA	\$ 100.00	\$ 600.00
40	Stop Bar Line	20	LF	\$ 3.00	\$ 60.00
41	Crosswalk Line	80.0	LF	\$ 3.00	\$ 240.00
42	6" Concrete Apron Replacement	12,500	SF	\$ 7.00	\$ 87,500.00
Miscellaneous					
43	Preconstruction Photography	1	LS	\$ 3,000.00	\$ 3,000.00
44	Site Restoration Including Linear Grading	1	LS	\$ 15,000.00	\$ 15,000.00
45	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
46	Maintenance of Traffic	1	LS	\$ 10,000.00	\$ 10,000.00
47	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00
48	Temporary Mailbox Support	36	EA	\$ 50.00	\$ 1,800.00
49	Guardrail/Fence Removal and Replacement	30	LF	\$ 50.00	\$ 1,500.00
50	Sign Removal and Replacement	2	EA	\$ 500.00	\$ 1,000.00
51	As Built	1	LS	\$ 800.00	\$ 800.00
52	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00
53	Utility Pole Support (Contingency)	4	DAYS	\$ 2,000.00	\$ 8,000.00
54	Utility Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
55	Erosion and Sedimentation Control	1	LS	\$ 5,000.00	\$ 5,000.00
SUMMARY					
	Sanitary Sewers			\$	397,500.00
	Storm Sewers			\$	352,150.00
	Pavement			\$	296,650.00
	Miscellaneous			\$	90,200.00
	10% Contingency			\$	113,000.00
	GRAND TOTAL			\$	1,249,500.00



USEFUL LIFE CERTIFICATION: The design of these sanitary sewer improvements is estimated to have a useful service life of 50 years.

PRINTED: 5/16/2019

2020 MCIP

Before You Begin

PLEASE READ BEFORE PROCEEDING

- Limit your use of bullets and other formatting.
- Copy and paste as needed.
- Log into your account at https://www.GrantRequest.com/SID_5833?SA=AM to access saved and submitted requests.
- Add mail@grantapplication.com to your safe senders list to ensure you receive all system communications.

Application

Applicant Information

Member Community or Public Agency

City of Strongsville

Applicant

City of Strongsville

Co-Applicant

Co-Applicant Letter of Support

Project Contact Title

Assistant City Engineer

Project Contact First Name

Lori

Project Contact Last Name

Daley

Project Contact Address

16099 Foltz Parkway
Strongsville, OH 44149

Project Contact Phone

4405803123

Project Contact E-mail

lori.daley@strongsville.org

Project Information

Project Title

Willow Lane Sanitary Sewer Project

Project Address

Willow Lane from Prospect Road west to cul-de-sac.

Total Project Cost

1249500

MCIP Requested Grant Amount

624750

Non-District Funds

624750

% Non-District Funds

50

Project Start Date

July 06, 2020

Project End Date

July 02, 2021

Project Funding Request - Identify what the District funds will support

Project Funding Request - Construction

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed.

Finance Certification.pdf

Project Funding Request - Design and Construction

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed.

*****IMPORTANT*** Review the 2020 MCIP RFP Project Evaluation section for details and expectations for each section. Multiple documents can be combined into one file prior to uploading. (Maximum upload of 1GB)**

Project Description

Attach reports, plans, and maps as needed to explain the project with a summary of any attachment within the project description. Important information that may assist in characterizing the project includes but is not limited to:

- Project maps, displaying the location of any infrastructure being rehabilitated or reconstructed.
- Map of tributary area, with approximate tributary area stated in acres.
- Detailed description of the type of infrastructure being rehabilitated or replaced (e.g. common trench over/under, common trench dividing wall, separate trench) and what the infrastructure will be replaced with (if applicable).
- All project evaluation reports, photographs, or other information that may help the District quantify water quality issues.
- In an HSTS project, identify if the failing septic system is also classified as an illicit discharge per Ohio EPA definition.
- If the scope of the project includes illicit discharge elimination or HSTS removal, provide the number of units being eliminated.

Attachment - Maps

Service Area.pdf

Attachment - Documentation

Willow Lane Sample Data.pdf

Attachment - Documentation

Capital Improvement Plan and EPA MS4 Annual Permit.pdf

Project Description

Currently 33 houses located on Willow Drive are on septic systems. Most of these systems are antiquated, with the majority of them being built prior to 1977, and not properly treating the wastewater. The attached sample report from the Cuyahoga County Board of Health show that a number of the existing systems tested greatly exceed the allowable threshold for E. coli and Fecal Coliform, as do the storm sewer outfall samples located downstream. Therefore, by definition, the septic systems are considered illicit discharges.

Per the City of Strongsville's MS4 General Permit, to reduce the amount of illicit discharge, the City is required to eliminate a number of septic systems annually. The City has a Capital Improvement Plan for these eliminations and has been following this plan since 2009. Attached is the City's Sanitary Sewer Capital Improvement Plan Summary and Ohio EPA Small MS4 Annual Report for Illicit Discharge Detection & Elimination.

In order to eliminate the septic systems, the City will be constructing approximately 1,500 lf of sanitary sewer, 6 manholes and 6" lateral connections for all existing houses.

Also included in this project is the pavement resurfacing of Willow Lane which is deteriorating.

Infrastructure Condition

1. Select the condition that most accurately reflects the current and actual condition of the structure using the condition descriptions defined below, or select the Box that reflects the age of home sewage treatment systems being removed/eliminated.

Condition Rating

Complete reconstruction needed – existing infrastructure is unsalvageable and/or PACP/MACP condition scores above 4.

Sewer Type

Combined Sewer - Linear Feet

0

Common Trench Over/Under - Linear Feet

0

Common Trench Dividing Wall - Linear Feet

0

Common Trench Standard/Dual Manhole - Linear Feet

0

Separate Trench - Linear Feet

0

Other Linear Feet

0

Select age of HSTS

20 years or older

NOTE: Projects proposing to remove/eliminate failing HSTS must provide documentation that the area the Municipality is targeting is part of an approved prescription of the Municipality's 208 Plan, or a feasibility study for removal has been completed, or a letter and/or agreement with the residents for the sanitary sewer assessment has been executed.

Related HSTS Documentation

CUY_Strongsville_Willow_Lane_208.pdf

2. Provide field verified or documented condition reports.

Combined/Sanitary Sewer

Number of flooding events related to sanitary sewer.

Home Sewage Treatment Systems

Number of systems rated by the Board of Health as failing.

15

Storm Sewer

Number of flooding events or illicit discharges related to storm sewer.

Is CCTV available upon request?

Field Verification

CCBH_STS_Strongsville_Active.pdf

Condition Report

3. Describe the structural deficiencies of the infrastructure.

Describe the structural deficiencies of the infrastructure

Most of the septic systems are beyond their useful life of 20 years, with many dating back to the 1950's and 1960's, in addition to being grossly undersized. Many of the existing systems have failed inspection tests and are well surpassing the allowable threshold for fecal coliform and E.coli discharge, leading to nuisance conditions according to the EPA.

The problem is continuous, and will worsen as systems age. Maintenance of septic tanks may not ensure that the problem will be resolved. The septic tank is only one component of the system that includes a reliance on underground filtering and absorption which has a limited capacity. The majority of systems are undersized and of antiquated design. These systems commonly utilize an antiquated gravel filter bed or primitive aeration system as the means of secondary treatment. These types of systems, according to the Cuyahoga County Board of Health, are assumed to have a failure rate at or near 100% due to their age and antiquated design.

Water Quality and Quantity Impacts on Human Health and the Environment

1. Provide the number of units that have been directly impacted, as follows:

- Number of houses, or businesses that have experienced a water quality/quantity issue, and the type of issues.

Indirect users: If applicable, provide documentation and include in the narrative how the project will benefit an area larger than the direct users.

Type of Unit

Home

Unit Total

33

Count Year(s)

2019

Count Source

Number of existing HSTS on Willow Lane

Home

Home

Findings/Orders/Mandates citing deficiencies or violations

Combined sewer overflows, sanitary sewer overflows or illicit discharges

Home

Demonstrate the effects of the project on water quality/quantity.

As referenced in the attached information from the Cuyahoga County Board of Health, many of the septic systems are failing and discharging fecal coliform counts far exceeding the allowable threshold set by the EPA. These elevated bacteria levels put the community at risk to exposure to waterborne pathogens.

The problem is continuous, and will worsen as systems age. The situation originates at the individual house and combines with the effluent of the other houses, eventually making its way along tributary streams and storm sewer systems to the east branch of the Rocky River and ultimately to Lake Erie. The first stream the effluent discharges to is Blodgett Creek. Blodgett Creek winds through the City, adjacent to numerous residential homes.

The impact of the contamination from improperly treated waste water within the watershed on its receiving streams and fauna is of grave concern to the Cuyahoga County Board of Health.

Home

This project will eliminate the septic systems by constructing sanitary sewers, therefore eliminating the illicit discharge.

2. Indicate the deficiencies the project will mitigate. Check all that apply.

Findings/Orders/Mandates citing deficiencies or violations

Combined sewer overflows, sanitary sewer overflows or illicit discharges

Demonstrate the effects of the project on water quality/quantity.

As referenced in the attached information from the Cuyahoga County Board of Health, many of the septic systems are failing and discharging fecal coliform counts far exceeding the allowable threshold set by the EPA. These elevated bacteria levels put the community at risk to exposure to waterborne pathogens.

The problem is continuous, and will worsen as systems age. The situation originates at the individual house and combines with the effluent of the other houses, eventually making its way along tributary streams and storm sewer systems to the east branch of the Rocky River and ultimately to Lake Erie. The first stream the effluent discharges to is Blodgett Creek. Blodgett Creek winds through the City, adjacent to numerous residential homes.

The impact of the contamination from improperly treated waste water within the watershed on its receiving streams and fauna is of grave concern to the Cuyahoga County Board of Health.

This project will eliminate the septic systems by constructing sanitary sewers, therefore eliminating the illicit discharge.

Source Control of Stormwater

Describe how the project will provide source control stormwater.

The existing septic systems discharge to the storm sewers and Blodgett Creek, a tributary to the east branch of the Rocky River. This project will remove that discharge from the storm sewers and convey it through a separate sanitary sewer which will be treated by Northeast Ohio Regional Sewer District's Southerly Treatment Plant.

Significant Project Benefit to the District

Describe how the project significantly benefits the District.

As referenced in the attached information from the Cuyahoga County Board of Health, many of the septic systems are failing and discharging fecal coliform counts far exceeding the allowable threshold set by the EPA. These elevated bacteria levels put the community at risk to exposure to waterborne pathogens. Also, the first stream the effluent discharges to is Blodgett Creek, which is a Regional stream.

This project includes the construction approximately 1,500 lf of sanitary sewer, 6 manholes and 6" lateral connections for all existing houses in the work area. The sanitary sewers are air tested per ASTM F-1417 and the manholes are vacuum tested per ASTM C-1244 to ensure they are watertight.

With the construction of the sanitary sewers, the existing failing septic systems will be able to be eliminated.

Once the sewers are constructed, inspected and accepted by the City, the City works with the Cuyahoga County Board of Health in notifying the residents of their obligation to abandon their existing septic systems and connect to the sanitary sewer.

With the abandonment of the existing septic systems, the illicit discharge will be eliminated.

Performance Verification

Use the following link for the Project Performance Verification (PPV) requirements and spreadsheet. The completed spreadsheet must be uploaded to complete this section of the application. [Performance Verification](#)

MCIP-Verification-Form-Template.xlsx

Project Schedule and Budget

Provide a project schedule, cash flow, and budget for the project as applicable to the MCIP fund request. The budget should specify items with prices and quantities necessary for the project. Budget may include engineering services such as design, construction, project administration, construction administration, and performance verification. Do not summarize construction into one item. A construction contingency up to 10% is permitted but inflationary adjustments are not. Provide a detailed Engineer's Estimate and a Useful Life Statement with an engineer's seal or stamp and signature by a registered professional engineer in the State of Ohio.

Design Cost

Design Completion Date

Performance Verification Cost

0.00

MCIP Construction Cost

1249500

MCIP Construction Start Date

July 06, 2020

MCIP Construction Completion Date

July 02, 2021

Detailed Engineer's Estimate and a Useful Life Statement

Willow Lane Estimate.pdf

Project Schedule and Budget

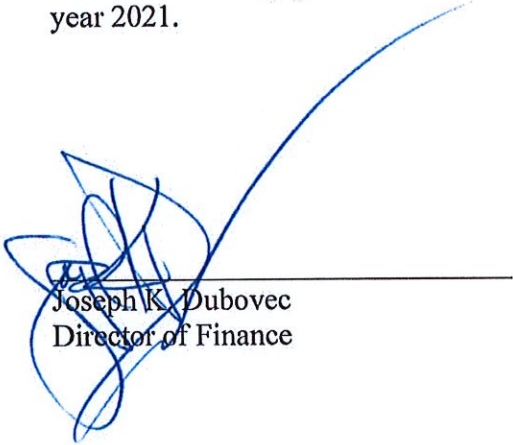
Currently the plans are in the final design stage. The City plans to advertise for construction bids in early 2020 so that we may be in a position to award the contract and begin construction by July 2020. The estimated time of construction will be 12 months.

Any unfunded portions of the project will be paid for out of the City's Sanitary Sewer Fund and through assessments of affected property owners.

EXHIBIT E

**CERTIFICATION
OF
AVAILABILITY OF LOCAL FUNDS**

I, Joseph K. Dubovec, Director of Finance, hereby certify that the City of Strongsville will provide for the availability of funds in the Sanitary Sewer fund in the amount of \$624,750 used to pay the local share for the Willow Lane Sanitary Sewer Project in fiscal year 2021.



Joseph K. Dubovec
Director of Finance

May 15, 2019
Date

EXHIBIT F

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM POLICY

The Member Community Infrastructure Program (MCIP) is a funding program provided by the Northeast Ohio Regional Sewer District (District) to assist both member communities and other eligible political subdivisions that own, operate, and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant, with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment.

The intent of the MCIP is to provide an annual funding opportunity to member communities and eligible political subdivisions for sewer infrastructure repair and rehabilitation that will:

- Continue progress towards environmentally sustainable and healthy communities through protection and improvement of the region's water resources consistent with the vision of the District.
- Support efforts to assist member communities' compliance with the District's Community Discharge Permit Program.
- Improve function and condition of the local sewer system.
- Identify and remove sources of inflow and infiltration (I/I) from the sewer system. This reduction will preserve the hydraulic capacity of the local and District sewer system and alleviate problems such as basement flooding.

Subject to available funding and District Board of Trustee (BOT) approval, the District anticipates funds will be available annually through a competitive process. The District will annually review the terms and conditions of the MCIP and may modify these terms and conditions based on lessons learned from previous funding rounds. There are two mechanisms for funding under the MCIP: (a) MCIP Grant or (b) a Community Operating Lease. The District will determine the appropriate funding mechanism during the application review process. Applicants do not specify a funding preference.

All available MCIP funds will be provided by the District on a reimbursement basis to the member community or other eligible political subdivision for direct project costs, conditioned on the District's prior approval of the project and member community or eligible political subdivision compliance with this Policy and the District approved Project Agreement. Funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the member community or eligible political subdivision and the District shall remain with the District.

If the member community or other eligible political subdivision fails to maintain a project funded through the MCIP in accordance with applicable agreements executed with the District, it shall be liable for the full amount of MCIP funds paid for the project.

The District will provide an annual update to the BOT and member communities on MCIP projects.

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCESS OVERVIEW

Project Eligibility

A project must meet all of the following minimum requirements to be eligible for MCIP funding:

- Reduce water quantity issues and address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the District.
- Located in the District's sanitary sewer service area <http://arcg.is/2bPxzEt>.
- Include a minimum of 25% non-District funds dedicated to the project.
- Meet all applicable District, federal, state, and local regulations and requirements.
- Tributary to a District wastewater treatment plant.
- Owned, operated, and maintained by a member community of the District or by an eligible political subdivision, which shall be a political subdivision of the State of Ohio.
- Not be the subject of a contract which transfers ownership of the project to a private entity.

To be eligible for MCIP funding, eligible public entities submitting proposals must, in addition to all other MCIP program requirements, provide a resolution or ordinance adopted by the member community legislative body in support of the project. Member communities and eligible political subdivisions may use MCIP funds for planning, design, construction, and administrative costs directly associated with approved projects. Eligible projects include, but are not limited to the following:

- Mitigation of sanitary sewer overflows (SSOs) and illicit discharges,
- Mitigation of inflow and infiltration,
- Removal and elimination of failing home sewage treatment systems (HSTS),
- Increases to local sewer system's level of service, and
- Management of stormwater flow that enhance combined/sanitary sewer system level of service.

Application Process Overview

1. For each year of funding the District will issue a RFP to its member communities.
2. The forms for the application process are located at <https://www.neorsd.org/community/member-community-infrastructure-program-mcip/>

3. All proposals will be reviewed based on the scoring criteria found in the RFP.
4. The District's review committee will make the determination if the proposed project will be recommended for a grant or community operating lease contract. If the community operating lease option is selected, the member community or eligible political subdivision will be contacted to discuss the terms of the lease agreement.
5. MCIP recommendations will be presented to the District's BOT for final approval.
6. Upon approval by the BOT, the District will enter into a MCIP Project Agreement for each awarded project with the applicable member community or eligible political subdivision.

Project Agreement

Projects approved by the BOT will be either funded through a MCIP Project Agreement or a Community Operating Lease Agreement, depending on the District funding availability. The District's Legal Department will prepare the appropriate MCIP Project Agreement between the District and the member community or eligible political subdivision.

MCIP Project Agreement

The member community or eligible political subdivision is responsible for the full implementation of the MCIP Project as defined in the annual request for proposal. At a minimum, the MCIP Project Agreement will contain the following provisions requiring the member community or eligible political subdivision to:

- Bid, construct, and manage the MCIP Project;
- Obtain all necessary approvals and permits and pay all applicable fees connected with the MCIP Project;
- Obtain all easements, rights of entry, and other legal agreements necessary to complete the MCIP Project;
- Maintain and operate the MCIP Project during construction and after project completion for the life of the project; and
- Any other provision the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

Community Operating Lease Agreement

The member community or eligible political subdivision will be required to enter into an agreement containing, at a minimum, the following:

- A provision whereby the member community or eligible political subdivision leases the existing or planned sewer asset described in the MCIP Project proposal to the District for a nominal fee for a term to be agreed upon between the District and the member community or eligible political subdivision;

- A provision requiring the District to design, if design has not been finalized, and construct the MCIP Project;
- A provision requiring the member community or eligible political subdivision to waive all permit fees applicable to the MCIP Project during design and construction;
- A provision reverting the MCIP Project back to the member community or eligible political subdivision at the end of the lease term;
- A provision requiring the member community or eligible political subdivision to maintain and operate the MCIP Project for the duration of the lease term; and
- Any other provision that the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

Budget Modification

If in the event of qualifying unforeseen circumstances, a member community or eligible political subdivision may request additional funding for project eligible cost increases associated with said circumstances. All requests for additional funding will be contingent upon the availability of funds and justification of cost increases subject to District approval. The District is under no obligation to provide additional funds to MCIP awarded projects. The maximum amount of District funding for any approved budget modification will not exceed 75% of the revised MCIP project cost identified in the member community or eligible political subdivision proposal. The District, at its sole discretion, may waive the 25% non-District fund contribution requirement by a member community for a member community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a member community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>). The District reserves the right to authorize funding to address public health and water quality improvements.

Requesting Additional Funds

Eligible requests include but are not limited to:

- Costs identified due to unforeseen circumstances during the engineering or construction phase.
- Change orders during construction that are necessary to:
 - a. Complete the project as approved by the District without additional scope or project changes.
 - b. Meet required federal or state regulatory standards that are new or were unforeseen at the time project design was completed.
 - c. Address conditions not reasonably discoverable in the engineering and design phase of the project.

Ineligible requests include but are not limited to:

- Costs resulting from increased scope not needed to complete the original project without justification approved by the District.
- Funding a budget shortfall resulting from the project bids coming in higher than the estimate, without justification or explanation of unforeseen circumstances.
- Funding a budget shortfall in funding from other sources (i.e., local, state, federal and/or other sources).
- Cost overruns incurred during construction that were caused by engineering deficiencies and/or incomplete plan preparation.
- Cost overruns incurred as the result of contractor or project sponsor negligence or misfeasance.

Reimbursement Overview

1. MCIP funded projects are reimbursement only. All requests for reimbursement for the project shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve materials, labor, and quantities installed for the project.
2. The District's original award will represent a percentage of the project cost, based on the cost estimate provided in the project proposal.
3. If subsequent additional funds are requested and granted pursuant to these policies, then the District's final award contribution may represent a higher percentage of the final project costs, but in no event will the District's final total contribution exceed 75% of the final project costs.
4. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be reduced to maintain the same percentage of the final project cost as the percentage of the original award in relation to the proposal estimate.
5. The member community or eligible political subdivision shall keep all records and documents relevant to the MCIP Project Agreement, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request together with any other compliance information which may be reasonably required.
6. The member community or eligible political subdivision shall bear the risk and remain solely responsible for any payments made to third parties for invoicing not approved for MCIP reimbursement by the District.
7. The member community or eligible political subdivision will provide a copy of any final accounting report prepared in connection with and specific to the project.

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCEDURES

Request for Proposals

The District intends to offer an annual Request for Proposals (RFP) to member communities and eligible public entities for the MCIP. The RFP includes project requirements, evaluation criteria, and schedule of deliverables.

Eligible Projects

Within the annual RFP, the District will list eligible projects. Projects not listed can be discussed with the District for consideration.

Evaluation Criteria, Process, and Recommendations

Proposals must be submitted no later than the specified due date and time in the RFP. Any materials that are not included in the initial submission will not be considered. The proposals are checked for completeness, filed electronically, and disbursed to the selection committee for review.

Final recommendations for funding will be based on the value of the Project Evaluation criteria in the RFP and past performance. The selection of projects is solely at the District's discretion.

The final recommendations to the BOT must be approved by a Chief Executive Officer Committee consisting of the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Director of Engineering and Construction, and Director of Watershed Programs.

Project Agreement

The District's Legal Department will send the MCIP Project Agreement to the primary project contact. The project commences under the MCIP when the MCIP Project Agreement is fully executed and a purchase order number has been issued by the District.

Request for Budget Modification

Budget Modifications require the submission of a Request for Budget Modification form to the Watershed Funding Administrator. Budget Modification must be submitted with substantiating documentation. If approved, the Member Community or Political Subdivision will be required to enter into an amendment to the MCIP Grant Agreement or Community Operating Lease Agreement.

A Request for Budget Modification must be fully-executed prior to consideration of further reimbursement requests.

Progress Reports

Progress Reports will provide a summary of the project status with respect to objectives, degree of project completion, difficulties encountered, and next steps toward project completion. The Progress Report is located at <http://www.neorsd.org/mcip>.

Progress Reports will be submitted:

- Within 30 days of written request from the District
- As an attachment to all Reimbursement Requests

Reimbursement Request

For reimbursement, 100% of the MCIP funds must be used for activities and/or expenses directly related to the project, as approved by the District. These activities and expenses may include design, construction, materials, equipment, project performance verification, and signage specifically related to the project. Only project components described in the MCIP Project Agreement and/or approved Budget Modifications are eligible for reimbursement. A Reimbursement Request for project costs cannot be submitted prior to a fully executed MCIP Project Agreement. Any Budget Modification must be documented by written District approval.

1. The Reimbursement Request forms can be found at <https://www.neorsd.org/community/member-community-infrastructure-program-mcip/>, or other location designated by the District.
2. A complete Reimbursement Request submission will include:
 - Reimbursement Request – Cover Sheet
 - Expenditure and Financing Progress Worksheet
 - Expense Worksheet w/supporting documentation
 - Progress Report
3. Itemize all reimbursable project expenses on the Reimbursement Request Expense Worksheet. Include supporting documentation to justify the expenses recorded, such as an itemized bill, receipt, invoice, or time card. This must be accompanied by proof of payment, such as a credit card receipt, cancelled check, bank verified electronic funds transfer and/or other documentation to substantiate purchase and/or payment by the District.
4. The Reimbursement Request shall be submitted to the Watershed Funding Administrator. Send submissions to:

Linda Mayer, Watershed Funding Administrator mayerl@neorsd.org
5. Upon successful review of the submission by Watershed Funding Administrator and Deputy Director of Watershed Programs, the District's Director of Watershed Programs will have the final review and approval of the Reimbursement Request for disbursement to occur.
6. The reimbursement can be anticipated within 30 days of the final approval of the Reimbursement Request.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 176

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH THE CITY OF BERE A FOR CERTAIN SERVICES TO BE PERFORMED AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville (hereinafter "Strongsville") is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville; and

WHEREAS, the City of Berea (hereinafter "Berea") is a municipal corporation organized and existing pursuant to law; and

WHEREAS, Strongsville and Berea collaborate to jointly operate the Senior Wheels transportation program, which provides rides for seniors in each of these communities to attend doctor appointments, visit various shopping centers and other related activities; and

WHEREAS, Strongsville has determined to allow Berea to use certain office space in the Center to conduct dispatching services for the Senior Wheels transportation program, as set forth in the Service Agreement attached hereto as Exhibit A; and

WHEREAS, therefore, Strongsville and Berea are desirous of entering into such Service Agreement on the terms and conditions set forth in the Agreement, and for a term of three (3) years retroactive to January 1, 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

Section 1. That this Council hereby finds and determines that allowing the City of Berea to use office space at the Walter F. Ehrnfelt Recreation & Senior Center, at 18100 Royalton Road, Strongsville, Ohio, as set forth in the Service Agreement attached hereto as Exhibit A, is in furtherance of a public purpose and in the best interest of the City of Strongsville.

Section 2. That this Council accordingly authorizes and directs the Mayor to enter into a three (3) year Service Agreement with the City of Berea, a municipal corporation, retroactive to January 1, 2019, and substantially in accordance with the terms and conditions set forth in such Agreement attached hereto.

Section 3. That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 176
Page 2

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is in the best interest of the City to enter into a Service Agreement with Berea in order to provide office space for the Senior Wheels transportation program at the City's Recreation Center. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-176 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made this ____ day of _____, 2019 by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and organized and existing pursuant to law (hereinafter called "Strongsville") and **THE CITY OF BEREA, OHIO**, a municipal corporation located at 11 Berea Commons, Berea, Ohio 44017, and organized and existing pursuant to law (hereinafter called "Berea").

WITNESSETH:

WHEREAS, Strongsville is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville, County of Cuyahoga and State of Ohio, hereinafter referred to as "Center"; and

WHEREAS, Strongsville and Berea collaborate to jointly operate the Senior Wheels transportation program which provides rides for seniors in each community to attend doctor appointments, visit various shopping centers and other related activities; and

WHEREAS, Strongsville and Berea are desirous of entering into this Service Agreement for certain services to be provided at the Center by Berea in collaboration with Strongsville on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants, payments and agreements by each of the parties hereto, Strongsville and Berea do hereby mutually agree as follows:

1. TERM

1.1 Original Term

The term of this Agreement shall be three (3) years, commencing on January 1, 2019 and ending on December 31, 2021.

1.2 Renewal

This Agreement may be renewed for an additional three (3) year term upon the written election of Berea to renew and the written acceptance of Strongsville. Said written election of Berea to renew and the written acceptance of Strongsville, shall be made at least thirty (30) days before expiration of the initial term.

2. TERMINATION

2.1 Cancellation by Berea

Berea shall have the right, upon sixty (60) days prior written notice to Strongsville, to cancel this Agreement in its entirety.

2.2 Cancellation by Strongsville

Strongsville shall have the right upon sixty (60) days prior written notice to Berea, to cancel this Agreement in its entirety.

3. CONSIDERATION

3.1 Payment

Berea agrees to pay to Strongsville the annual sum of One Thousand Nine Hundred Thirty-Three Dollars (\$1,933.00), with payment due on or before December 1st of each year. Time is of the essence as to the due date of the payments.

3.2 Method of Payment

All payments shall be made payable to City of Strongsville, and shall be sent to City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Director of Finance, unless Strongsville shall direct otherwise by notice to Berea.

4. USE OF PREMISES

4.1 Berea shall be permitted the use of an office space in the Center to conduct dispatching services for the Senior Wheels transportation program. Said office space shall be shared with Strongsville personnel in conducting said dispatching services.

4.2 Berea's use of the Center to perform services as set forth above shall be done in a safe, careful and proper manner in accordance with all laws, rules and regulations of Strongsville and the Center.

5. INSURANCE

Public Liability Insurance. Berea shall obtain, at its expense, complete comprehensive liability insurance, under which Strongsville will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to Strongsville, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. A certificate or certificates thereof, will be deposited with Strongsville within thirty (30) days after their issuance. The foregoing policies shall contain a special provision which establishes that the insurance company agrees that thirty (30) days prior to cancellation of the insurance afforded by the policy, written notice of the action to be taken will be mailed to City of Strongsville.

6. DEFAULT

6.1 Events Constituting Default

For the purpose of this Agreement, "default" shall mean any of the following events: (a) Failure by Berea to pay any payment or other money obligations within ten (10) days after Strongsville shall have given Berea written notice that such payment or other obligation is past due, or (b) Failure by Berea to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after delivery to Berea of written notice thereof.

6.2 Effect of Default

In the event of default, Strongsville may at its option (a) terminate this Agreement or (b) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of Strongsville, and the exercise of any one shall not be deemed a waiver of Strongsville's right to exercise one or more additional remedies

6.3 Waiver of Default

No waiver of any condition or covenant of this Agreement by Strongsville or Berea shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant or as justification or authorization for the breach or any other covenant or condition of this Agreement, nor shall the acceptance of any payment by Strongsville at a time when Berea is in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of Strongsville's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against Strongsville or be construed as an amendment to this Agreement or as a waiver by Strongsville of any other right created herein or by law in favor of Strongsville and against Berea on account of such default.

7. INDEMNITY

7.1 Berea, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Strongsville, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of Berea's use of the Center, or any act or omission of Berea, or any of its successors, assigns, transferees, employees, licensees or invitees arising out of or relating to their use of the Center.

7.2 Strongsville, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Berea, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of any intentional act or omission on the part of Strongsville, its employees or agents, or by anyone for whose acts or omissions any of them may be liable.

8. ASSIGNMENT

Berea shall not assign, transfer, convey, or dispose of this Agreement or any of its benefits or burdens under this Agreement, unless Berea first obtains Strongsville's prior written consent appropriately authorized by law. Strongsville may, in its discretion, withhold such consent.

9. NOTICES

All notices to Strongsville shall be sent to:

The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor

With a copy to the Law Director

All notices to Berea shall be sent to:

City of Berea
11 Berea Commons
Berea, Ohio 44017
Attention: Mayor

With a copy to the Law Director

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

9. PARTIES BOUND AND BENEFITTED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "Strongsville" and "Berea" in this Agreement shall be construed to include the municipal corporations named herein as City of Strongsville and City of Berea, respectively, and their respective successors and permitted assigns.

This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, permission to occupy or similar acts contained elsewhere in this Agreement.

10. ONLY AGREEMENT

This instrument contains the entire and only agreement between the parties concerning this subject matter, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties.

11. CAPTIONS

The captions used as headings for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to this Agreement.

12. GOVERNING LAW

The validity and construction of this Agreement shall be governed by the law of the State of Ohio, where the Center is located.

13. COUNTERPARTS

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

IN WITNESS WHEREOF, Strongsville and Berea have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witnesses:

**"STRONGSVILLE"
CITY OF STRONGSVILLE**

By: _____
Thomas P. Perciak
Its: _____
Mayor

**"BEREA"
CITY OF BEREA**

By: _____
Cyril Kleem
Its: _____
Mayor Cyril Kleem

Matthew J. Michyn

James Brown

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free and voluntary act and deed of said municipal corporation, and his free act and deed in such capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2019.

Notary Public

*Approved as to legal form only by the
Law Department of the City of Strongsville*

By: _____
Law Director

Date: _____

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, **CITY OF BEREA**, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument and that the same is the free and

voluntary act and deed of such municipal corporation, and his/her free act and deed in such capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cuyahoga County, Ohio, this 29 day of October, 2019.

[Signature]
Notary Public

*Approved as to legal form only by the
Law Department of the City of Berea*

By: [Signature]
Law Director

Date: 10/29/19



BARBARA L. JONES
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.



Certificate No.: 20
Member Number: 0759

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of Berea
 11 Berea Commons

 Berea, OH 44107

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
General Liability	7/1/2019	7/1/2020	\$2,000,000

CANCELLATION: Should the above described coverage document(s) be cancelled, the Public Entities Pool of Ohio - BF will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

SPECIAL CONDITIONS/OTHER COVERAGES:

Certificate Holder is listed as an Additional Party, but only as respects the service agreement for office space at 18100 Royalton Road, Strongsville, OH 44149

NAME & ADDRESS OF CERTIFICATE HOLDER:

The City of Strongsville
Attn: Mayor, 16099 Foltz Parkway
Strongsville, OH 44149

DATE ISSUED: 10/24/2019

Authorized Representative

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 177

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM CUYAHOGA COUNTY FOR THE 2020 COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM FOR USE BY THE CITY OF STRONGSVILLE DEPARTMENT OF RECREATION & SENIOR SERVICES; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville Recreation & Senior Services Department offers a wide variety of programs and activities for residents and non-residents, and further sponsors many different types of community events; and

WHEREAS, Cuyahoga County has again announced the availability of a Supplemental Grant Program for 2020 in connection with community development needs related to the health or welfare of the community; and

WHEREAS, in order to submit a timely application to be eligible to receive funding under the Cuyahoga County Community Development Supplemental Grant Program for the year 2020, the City, through its Department of Recreation & Senior Services, is requesting authorization to apply for such funding on a reimbursement basis in an amount of up to a maximum of \$50,000.00 for a community-sponsored activity/program; and

WHEREAS, when the City is advised that its application for funding under the Supplemental Grant Program is approved, the City is desirous of accepting such award.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That this Council hereby approves and authorizes the Mayor and Director of Recreation & Senior Services to submit an application for financial assistance to Cuyahoga County for the 2020 Community Development Supplemental Grant Program, in the form on file with the Director of Recreation & Senior Services.

Section 2. That this Council hereby approves the acceptance of any award of funding under such Grant Program for 2020, and hereby authorizes the Mayor, Director of Finance, Director of Recreation & Senior Services, and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 3. That any advance of funds under this Ordinance will be made from the Multi-Purpose Complex Fund, subject to reimbursement under the Grant.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 177
Page 2

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize the submission of such application for financial assistance in order to meet the application deadline to enable the City to proceed with the proposed community program, to accept such funds when awarded, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-177 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 178

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE DURING 2020.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of youth sports wearing apparel for use by the Recreation Department of the City of Strongsville during 2020, in accordance with specifications on file in the office of the Director of Recreation & Senior Services, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Multi-Purpose Complex Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

Res. 2019-178
ORD. No. 2019-178 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 - 179

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT OF UNDERGROUND EASEMENT TO THE CLEVELAND ELECTRIC ILLUMINATING COMPANY FOR ELECTRIC AND COMMUNICATIONS FACILITIES ON LUNN ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville owns certain real estate located on Lunn Road in the City of Strongsville and known as Permanent Parcel Number 393-12-002 (the "Premises"); and

WHEREAS, the City of Strongsville (the "Grantor") wishes to grant and The Cleveland Electric Illuminating Company (the "Grantee") wishes to accept an easement to construct, reconstruct, operate, supplement, repair, maintain, relocate, renew, and remove various underground electric and/or communication cables, ducts, conduits, surface or below-ground mounted transformer installations, service pedestals, concrete pads, and other facilities (the "Electric and Communications Facilities"), some twelve (12) feet in width under, over and through all lands described in the Underground Easement attached hereto as Exhibit "A" and depicted in Exhibit "B" (the "Easement Area"); and

WHEREAS, such Electric and Communication Facilities will be utilized by the Grantee to service the City of Strongsville and on a non-exclusive basis in terms of the City's utilities.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby authorizes the Mayor to enter into a Grant of Underground Easement, as more fully set forth in Exhibit "A" attached hereto and incorporated herein by reference, to The Cleveland Electric Illuminating Company for the purposes of constructing, reconstructing, operating, supplementing, repairing, maintaining, relocating, renewing, and removing such underground Electric and Communications Facilities.

Section 2. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause recording of the Grant of Underground Easement with the Cuyahoga County Fiscal Office after its execution.

Section 3. That the funds for the purposes of recording said document have been appropriated and shall be paid from the General Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the aforesaid easement be granted by the City to provide electric service to the City of Strongsville, and to conserve public funds. Therefore, provided

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 179
Page 2

this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First Reading: _____ Referred to Planning Commission
 Second Reading: _____
 Third Reading: _____ Approved: _____

 President of Council
 Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-179 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

UNDERGROUND EASEMENT – CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that the City of Strongsville, an Ohio Municipal Corporation, the owner of the within described land, for the consideration of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, give, sell, and convey unto The Cleveland Electric Illuminating Company, their successors and assigns (hereinafter referred to as the Grantee) the permanent right of way and easement to construct, reconstruct, operate, supplement, repair, maintain, relocate, renew, and remove such underground electric and/or communication cables, ducts, conduits, surface or below-ground mounted transformer installations, service pedestals, concrete pads, and other facilities at the Grantee's sole cost and in accordance with the Ordinances of the City of Strongsville as are deemed necessary or convenient by the Grantees for distributing and transmitting electricity and/or for communication systems for public or private use at such locations as Grantees may determine, upon, within and across the following described premises, to wit:

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 84, and further bounded and described as follows:

Beginning at the Southwesterly corner of said Original Strongsville Township Lot No. 84, said point being on extension Westerly of the centerline of Lunn Road 60', said point also being distant South 88 degrees 38 minutes 54 seconds West, 744.72 feet from an Iron Monument marking an angle point in the centerline of Lunn Road;

Thence North 3 degrees 14 minutes 56 seconds West, a distance of 25.61 feet to a point on the Northerly curved right of way line of Lunn Road;

Thence Southwesterly along said curved right of way line, being an arc of a circle deflecting to the left, a distance of 7.35' to the PRINCIPAL PLACE OF BEGINNING, said arc having a radius of 670.75 feet and a chord which bears South 81 degrees 45 minutes 49 seconds West, 7.35 feet;

Thence North 8 degrees 02 minutes 16 seconds West, a distance of 12.00 feet to a point;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 85.67 feet to a point of tangency, said arc having a radius of 682.75 feet and a chord which bears North 85 degrees 03 minutes, 13 seconds East, 85.62 feet;

Thence North 88 degrees 38 minutes 54 seconds East, a distance of 32.05 feet to a point;

Thence North 2 degrees 46 minutes 21 seconds West, a distance of 720.19 feet to a point;

Thence North 87 degrees 13 minutes 39 seconds East, a distance of 12.00 feet to a point;

Thence South 2 degrees 46 minutes 21 seconds East, a distance of 732.51 feet to a point on said Northerly right of way line of Lunn Road;

Thence South 88 degrees 38 minutes 54 seconds West along said Northerly right of way line, a distance of 44.35 feet to a point of curvature;

Thence Southwesterly continuing along said Northerly right of way line being an arc of a circle deflecting to the left a distance of 84.27 feet to the PRINCIPAL PLACE OF BEGINNING, said arc having a radius of 670.75 feet and a chord which bears South 85 degrees 02 minutes 57 seconds West, 84.22 feet.

The basis of bearings is the centerline of Lunn Road bearing North 88 degrees 38 minutes 54 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

Said easement rights shall include the right, without liability therefore, to remove trees and landscaping, including lawns, within and near said easement premises which may interfere with the installation, maintenance, repair, or operation of said electric and/or communication facilities, and with the right of access, ingress, and egress to and from any of the within described premises for exercising any of the purposes of this right of way and easement grant.

Every building, edifice or other structure on aforesaid premises shall be restricted to and serviced by underground electric cables and the facilities located on or beneath the ground surface appurtenant to said underground electric cables as are necessary or convenient for the operation and maintenance of said underground electric cables. In the event of a distribution service cable failure, temporary service connections will be made, using above ground or overhead conductors.

The grade or contour of the aforesaid easement premises shall not hereafter be substantially increased, decreased, or otherwise changed or altered without the written consent of The Cleveland Electric Illuminating Company, its successors and assigns. This shall constitute express notice that changes in grade or land contour may result in damage to underground electric facilities.

If the Grantee unreasonably obstructs the Easement area, the Grantor, at the sole expense of the Grantee, may enter upon said premises and make such alterations as are necessary to bring the premises into compliance with the provisions of this easement, but only after reasonable notification to Grantee and an opportunity to correct, except in connection with emergency situations.

The said Grantor, the City of Strongsville, hereby retains all rights of usage within said easement area which would not result in damage to said underground electric facilities, including the right to operate and maintain the existing and future City owned fiber optic facilities, as well as future additional or substitute City communications cable or facilities within said easement area.

The Grantee further agrees that the Grantor, its officers, employees, agents, contractors and/or assigns shall be relieved of all liability on account of the construction, placement, operation, maintenance, repair, supplementation, reconstruction, relocation or removal of said electric and communication facilities; and Grantee hereby defends, indemnifies and guarantees to save and hold harmless the Grantor, its officers, employees, agents, contractors and/or assigns against any expense, cost or damage to said electric and communications facilities, or the Easement Area, or injuries to any third parties, that said Grantee, its successors or assigns may at any time cause by their negligent installation, construction, reconstruction, maintenance, repair, removal, or any other negligent use of the premises within the limits of the above-described easement.

TO HAVE AND TO HOLD said right of way and easement right hereby granted unto the said Grantees, their successors and assigns forever, and the said Grantor, the City of Strongsville hereby covenant with said Grantees, their successors and assigns, that it is the true and lawful owner of said premises and is well sized thereof, and that it has full right and power to grant the rights conveyed.

IN WITNESS WHEREOF, the City of Strongsville has executed this easement by its duly authorized representatives and has caused its corporate seal to be affixed this _____ day of _____, _____.

SIGNED IN THE PRESENCE OF

Approved as to legal form only by the
Law Department of the City of Strongsville.
By: _____

Law Director

Date: _____

“GRANTOR”

City of Strongsville, an Ohio Municipal Corporation
Name of Corporation

Signature

Thomas P. Perciak, Mayor
Official Title

And: _____
Signature

Official Title

“GRANTEE”

The Cleveland Electric Illuminating Company
Name of Corporation

By: _____

Its: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

This instrument was prepared by
THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

By The City of Strongsville, through _____ Grantor(s).
Thomas P. Perciak, its Mayor

Notary Public

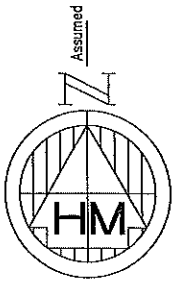
STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, by _____

_____, its _____, who
acknowledged that he/she did sign the foregoing instrument and that the same in his or her free and voluntary act
and deed and the free and voluntary act and deed of said utility company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this
_____ day of _____, _____.

Notary Public



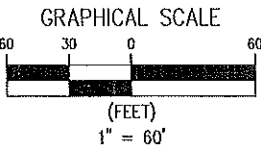
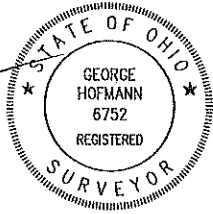
Ex. Building

**Map made to
Accompany Electric Easement**

THE CITY OF STRONGSVILLE
KNOWN AS BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT No. 84
NOW IN THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO

HOFMANN-METZKER, INC.
Registered Professional Surveyors
24 Beech St. -- P.O. Box 343
Berea, Ohio 44017
(440) 234-7350 (440) 234-5544
email: george_hm@hmetz.net

George A. Hofmann
Registered Surveyor No. 6752
George A. Hofmann



R=670.75'
L=7.35'
T=3.67'
Δ=0°37'39"
S81°45'49"W
Ch=7.35'

R=682.75'
L=85.67'
T=42.89'
Δ=7°11'23"
N85°03'13"E
Ch=85.62'

N08°02'16"W
12.00'

N88°38'54"E
32.05'

44.35'

N02°46'21"W
720.19'

732.51'
S02°46'21"E

PROPOSED 12' ELECTRIC EASEMENT

Ex. Building

N87°13'39"E
12.00'

Ex. Building

Ex. Gravel

N03°14'55"W

Ex. Edge Asphalt

Ex. Shed

Ex. Building

Ex. Asphalt

Ex. Asphalt

Ex. 12" Wall
Ex. 12" Wall

Ex. Building

Ex. Conc. Curb
Ex. Conc. Curb

POB

O.L. 87
Conc. Curb

O.L. 88
Conc. Curb

POB

O.L. 81

O.L. 84

O.L. 85

Asphalt Pavement

Conc. Apron

Ex. VP

S88°38'54"W

744.72'

S88°38'54"W

O

R=670.75'
L=84.27'
T=42.19'
Δ=7°11'55"
S85°02'57"W

LUNN ROAD

N03°14'55"W

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 180

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SOFTWARE UPGRADE AGREEMENT AND MAINTENANCE PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC., IN CONNECTION WITH THE SOUTHWEST EMERGENCY DISPATCH CENTER'S DISPATCHING RADIO CONSOLES AND RELATED SOFTWARE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville has previously entered into agreements with the Cities of Berea, Brook Park, North Royalton, Olmsted Falls and Olmsted Township in order to provide certain additional police and fire protection services for each community in the form of dispatch services, which are currently in operation as the Southwest Emergency Dispatch Center ("Dispatch Center") located at 13213 Pearl Road, in the City of Strongsville; and

WHEREAS, in order to continue the efficient operation of the Dispatch Center for the health, safety and welfare of the aforementioned affected communities and their residents, it has become immediately necessary to consider upgrades and maintenance services for the dispatching radio consoles and related software utilized at the Dispatch Center; and

WHEREAS, therefore, based upon recommendation of the City's Director of Communication & Technology, it is in the City's best interests to immediately contract with an existing and readily available vendor that is the source of specific specialized and proprietary software and services in order to upgrade and maintain the dispatching radio consoles and related software for the Dispatch Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it has become immediately necessary to enter into a Software Upgrade Agreement and Maintenance Purchase Agreement, without public bidding, with **MOTOROLA SOLUTIONS, INC.**, for the City's Southwest Emergency Dispatch Center, to provide maintenance services and upgrade the radio consoles and the specialized and unique proprietary software related to public safety and emergency services, in order to protect the health, safety, and welfare of the residents of the City of Strongsville and all the residents and communities serviced by the Dispatch Center.

Section 2. That the Mayor be and is hereby authorized to enter into an *SUAll and Maintenance Purchase Agreement*, with attached exhibits, without public bidding, with **MOTOROLA SOLUTIONS, INC.**, for the upgrade and required ongoing maintenance of the dispatching radio consoles and related software at the Dispatch Center, for a period of five (5) years from 2019 through 2023, in the total amount not to exceed \$449,846.00, as more fully set forth in the Agreement attached hereto as Exhibit "1," and incorporated herein as if fully rewritten.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 180
Page 2

Section 3. That the funds necessary for the purposes of this Ordinance have been appropriated for 2019 and shall be paid from the Fire Levy Fund; General Fund; Multi-Purpose Complex Fund; Street Construction, Maintenance & Repair Fund; and the Sanitary Sewer Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to provide for the maintenance and repair of the radio consoles and software utilized by the City of Strongsville Dispatch Center, in order to protect and safeguard the safety and welfare of its citizens and those of the various communities served by such Dispatch Center. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-180 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

SUAI and Maintenance Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and City of Strongsville Ohio ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola Proposal dated <u>10.25.2019</u>
	B-1 "Maintenance Statement of Work ("SOW")" dated <u>10.25.2019</u>
	B-2 "SUAI Statement of Work" dated <u>10.25.2019</u>
Exhibit C	Payment Schedule

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.6. "Non-Motorola Software" means Software that another party owns.
- 2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.10. "Service" or "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.11. "SUA" or "SUAll" means Motorola's Software Upgrade Agreement program.

2.12. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

Section 3 ACCEPTANCE

Customer accepts these Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibits B, B-1, and B-2.

4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5 INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for Five (5) years.

4.7 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 5 MAINTENANCE AND SUPPORT SERVICES

5.1 **EQUIPMENT DEFINITION.** For maintenance and support services, Equipment will be defined to mean the hardware specified in Exhibit B-1.

5.2 **ADDITIONAL HARDWARE.** If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

5.3 **MAINTENANCE.** Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

5.4 **EQUIPMENT CONDITION.** All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

5.5 **EQUIPMENT FAILURE.** Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

Section 6 EXCLUDED SERVICES

6.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

6.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 7 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement and/or SOW. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 8 CONTRACT PRICE, PAYMENT AND INVOICING

8.1 Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. The Customer does not need to issue a purchase order or other funding documentation in order to pay Motorola each year of this Agreement. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary information to include on invoices for payment per this Agreement.

8.2 **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$449,846.00. Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

8.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

8.4 **INTENTIONALLY DELETED.**

8.5 **FREIGHT, TITLE AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 9 WARRANTY

9.1. **SERVICE WARRANTY.** Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

9.2. **EQUIPMENT WARRANTY.** Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-2.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and

OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10 DEFAULT AND TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

10.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed two years. This is not a penalty, but a reconciliation of the price structure.

Section 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or

representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 12 CONFIDENTIALITY AND PROPRIETARY RIGHTS

12.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Alabama law and this Agreement.

12.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyrightowner.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **PATENT AND COPYRIGHT INFRINGEMENT.**

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

Section 16 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

16.1. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

16.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

16.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

16.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

16.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

17.8 **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.9. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled

installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **MATERIALS, TOOLS AND EQUIPMENT.** All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

17.12 **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

17.13. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 8 (Contract Price and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 16 (Disputes); Section 14 (Limitation of Liability); and Section 12 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer
CITY OF STRONGSVILLE

By: _____
Name: Jennifer Jones
Title: Territory Services Director
Date: _____

By: _____
Name: Thomas P. Perciak
Title: Mayor
Date: _____

Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Strongsville Ohio ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally

exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-

up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts

will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant

sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



MOTOROLA SOLUTIONS

ADVANCED PLUS SERVICES STATEMENT OF WORK

V1.3

September 2018

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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ADVANCED PLUS SERVICES STATEMENT OF WORK

1.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

1.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

1.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

1.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

1.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians

perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

1.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

1.1.6 Security Management Operations

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates. Appendix D contains the SOW for Remote Security Patch Installation.

Security Monitoring

ASTRO 25 Security Monitoring is a purchasable solution that provides 24x7x365 monitoring of the radio network security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution. If purchased, an appendix with the Security Monitoring SOW will be included at the end of this document.

1.1.7 Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete package of hardware, software and implementation

services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub-systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates

1.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on completed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

1.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the [Monitored Elements Table](#). When the Cleveland Field Service Office, or FSO here after detects an event, then, based on the Incident priority, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1

Network Event Monitoring is available 24 hours a day, 7 days a week.

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the [Monitored Elements Table](#).

1.4 Limitations and Exclusions

1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.

1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.

1.4.3.2 System installations, upgrades, and expansions.

- 1.4.3.3 Customer training.
- 1.4.3.4 Hardware repair and/or exchange.
- 1.4.3.5 Network security services.
- 1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).
- 1.4.3.7 Information Assurance.
- 1.4.3.8 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The [Connectivity Matrix](#) further describes the connectivity options.

1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the [Motorola Owned & Supplied Equipment Table](#).

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.

1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.

1.5.6 Create an Incident, as necessary. Gather information to perform the following:

1.5.6.1 Characterize the issue

1.5.6.2 Determine a plan of action

1.5.6.3 Assign and track the Incident to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident

1.6 The Customer has the following responsibilities:

1.6.2 Allow Motorola continuous remote access to enable the monitoring service.

1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.

1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

1.6.4.1 Incident notification preferences and procedure

1.6.4.2 Repair Verification Preference and procedure

1.6.4.3 Database and escalation procedure forms.

- 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
- 1.6.5 Provide the following information when initiating a service request:
 - 1.6.5.1 Assigned system ID number
 - 1.6.5.2 Problem description and site location
 - 1.6.5.3 Other pertinent information requested by Motorola to open an Incident.
- 1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)
- 1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening an to request service support or enable response to a technical issue.
- 1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters
- 1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.
- 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
 - 1.6.13.1.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.
- 1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Event Definition table- Appendix A](#) .
- 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network EventMonitoring.

1.2.1 Engagement Matrix

The event types are based on the defined priority levels as follows:

Incident Priority	Definition	Engagement Times
Critical	<p>Core: Core server failures Core Link failure</p> <p>Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down</p>	Response provided 24 hours, 7 days a week, including US Holidays.
High	<p>\ Consoles: Console positions down (>= 33%) Console Site Link Down</p> <p>\ Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down</p> <p>\ Conventional Channels: >= 50% of conventional channels (CCGW) down</p> <p>\ Devices: Site Router/switch, GPS server down</p>	Response provided 24 hours, 7 days a week, including US Holidays.
Medium	<p>Consoles: Console positions down (< 33% at a site)</p> <p>Sites/Subsites: < 33% of channels down</p> <p>Conventional Channels: Less than 50% of conventional channel down</p>	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	<p>Minor events and warnings in the system</p> <p>\ Preventative & Planned Maintenance Activities (Scheduled Work)</p>	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

1.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Response Goals Level Definitions](#) stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See [Priority Level Response Goals Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola.
 - 1.4.3 System installations, upgrades, and expansions.
 - 1.4.4 Customer training.
 - 1.4.5 Hardware repair and/or exchange.
 - 1.4.6 Network security services.
 - 1.4.7 Network transport management.
 - 1.4.8 Motorola services not included in this statement of work.
 - 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to [Priority Level Response Time Goals](#) for Medium, Low response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Priority Level Response Time Goals](#) section of this document and the Incident priority levels defined in the [Priority Level Definitions](#) section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoration/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident
- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

- 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
- 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Priority Level Definitions](#) and in the [Priority Level Response Time Goals](#) section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- 1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down o
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down
Low	Minor events and warnings in the system Preventative & Planned Maintenance Activities (Scheduled Work)

1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

1.4 APPENDIX C: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2 All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3 All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.

- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
- 1.5.2 Provide repair return authorization numbers when requested by Customer.
- 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
- 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2. Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
- 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSB's) are not part of this service. However in some instances, these fixes

must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB's and SER's with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions– Weekly

Windows OS updates – Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola's secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.

1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5 Upgrade system to a supported system release as necessary to continue service.

1.6.6 Refrain from making uncertified changes of any type to the system.

1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.

1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the

task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

1.6 APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola's OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in [Priority Level Definitions](#) table and Response times set forth in [Priority Level Response Time Goals](#) table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with [Priority Level Definitions](#) and [Priority Level Response Time Goals](#) tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).

- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
- 2.11. Escalate the Incident to the appropriate party upon expiration of a response time.
- 2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
- 2.13. Notify customer of Incident status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.14. Provide Incident activity reports to customer if requested.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Incident notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open an Incident.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.

- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down ○
High	\ Consoles: Console positions down (>= 33%) Console Site Link Down \ Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down \ Conventional Channels: >= 50% of conventional channels (CCGW) down \ Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: \ Less than 50% of conventional channel down
Low	Minor events and warnings in the system \ Preventative & Planned Maintenance Activities (Scheduled Work)

5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as applicable)

1.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE STATEMENT OF WORK

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.

1.3.2. Third party support for equipment not sold by Motorola as part of the original system.

1.3.3. System installations, upgrades, and expansions.

1.3.4. Customer training.

1.3.5. Hardware repair and/or exchange.

1.3.6. Network security services.

1.3.7. Network transport.

1.3.8. Information Assurance.

1.3.9. Motorola services not included in this statement of work.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

1.4.1. Notify the customer of any planned system downtime needed to perform this Service.

1.4.2. Advise customer of issues that may require attention.

1.4.3. Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4. Determine, in its sole discretion, when an Incident requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5. Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6. Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.

1.5 The Customer has the following responsibilities:

1.5.1. Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2. Authorize and acknowledge any scheduled system downtime.

1.5.3. Maintain periodic backup of databases, software applications, and firmware.

1.5.4. Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6. Provide site escorts in a timely manner if required.

1.5.7. Provide Motorola with requirements necessary for access to secure facilities.

1.5.8. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service

1.6 The Servicer has the following responsibilities:

1.6.1. Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

1.6.2. Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

PRIME SITE CHECKLIST - Not Applicable	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	

DISPATCH SITE CHECKLIST - LEVEL 1	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.

DISPATCH SITE CHECKLIST - LEVEL 1	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
PLAYBACK STATION (Motorola Provided)	
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Recall Audio	Verify that radio/telephone audio can be recalled

RF SITE CHECKLIST - Not Applicable	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Table 2 for GTR tests)	Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.

1.8 APPENDIX G: NETWORK UPDATES STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support. ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola's option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management ("NFM") products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.

1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A "board-level refresh" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.

1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.

1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.

1.3.9. Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4 Motorola has the following responsibilities:

1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.

1.4.2. Work with the customer to schedule applicable network updates.

1.4.3. Assign the program management support required to perform network updates as necessary.

1.4.4. Assign field installation resources required to perform network updates as necessary.

1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.

1.4.6. Install network updates.

1.4.7. Deliver Impact and change management training as necessary.

1.4.8. Perform appropriate system backups.

1.4.9. Work with the customer to validate that all system maintenance is current.

1.4.10. Deliver post update implementation training to the customer as needed.

1.4.11. Validate all system update deliverables are complete.

1.4.12. Obtain completion sign off from the customer.

1.5 The Customer has the following responsibilities:

1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.

1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.

1.5.3. Asset in site walks of the system during the system audit when necessary.

1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.

1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.

1.5.6. Provide or Purchase labor to implement optional system features or system expansions.

1.5.7. Participate in impact/Change management Training as necessary.

1.5.8. Inform system users of system updates and scheduled system downtime if necessary.

1.5.9 Cooperate with Motorola to provide post update implementation training as needed.

1.5.10 Provide Motorola with a completion sign off.

1.7 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

1.7.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.7.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

1.7.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

1.8 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.9 High Speed Connectivity Specifications

1.9.1. The Minimum supported link between the core and he zone is a full T1.

1.9.2. Any link must realize or a sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.

1.9.3. Interzone Links must be fully operational when present

1.9.3. Link Reliability must satisfy these minim QoS levels:

- Port availability must meet or exceed 99.9% (three nines)
- Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
- Network jitter shall be no greater than 2 ms.

1.9.4. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these case must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

CORE	
Master Site Configuration	0
Zones in Operation(DSR/Dark Master site)	0
Zone Features: I&D, TDMA, Telephone Interconnect,CNI,HPD,IA,POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista,KMF/OTAR.	0
RF SYSTEM	
Voice RF Sites/Simulcast Sites(Including Prime sites)	0
Repeater/Stations(FDMA)	0
Repeater/Stations(TDMA)	0
HPD RF Sites	0
HPD Stations	
DISPATCH CONSOLE SYSTEM	
Dispatch Sites	1
MCC7500 Operator Positions(VPM)	14
Conventional Channel Gateways(CCGW)	4
Conventional Site Controller(GCP 8000)	0
LOGGING SYSTEM	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
NETWORK MANAGEMENT/MOSCAD NFM	
Number of NM Clients	0
Number of Fault Management Clients/NFM Clients	0
Number of Fault Management RTUs	1
Number of NM Clients	0

1.9 APPENDIX H: NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the [Advanced Exchange or Loaner Decision Process flowchart](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.



- 1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date
- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
 - 1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.



1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to [Advanced Exchange or Loaner Decision Process flowchart](#) for the loaner process and [Shipping Charges](#) for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.



1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See [Shipping Charges](#).

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.



1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

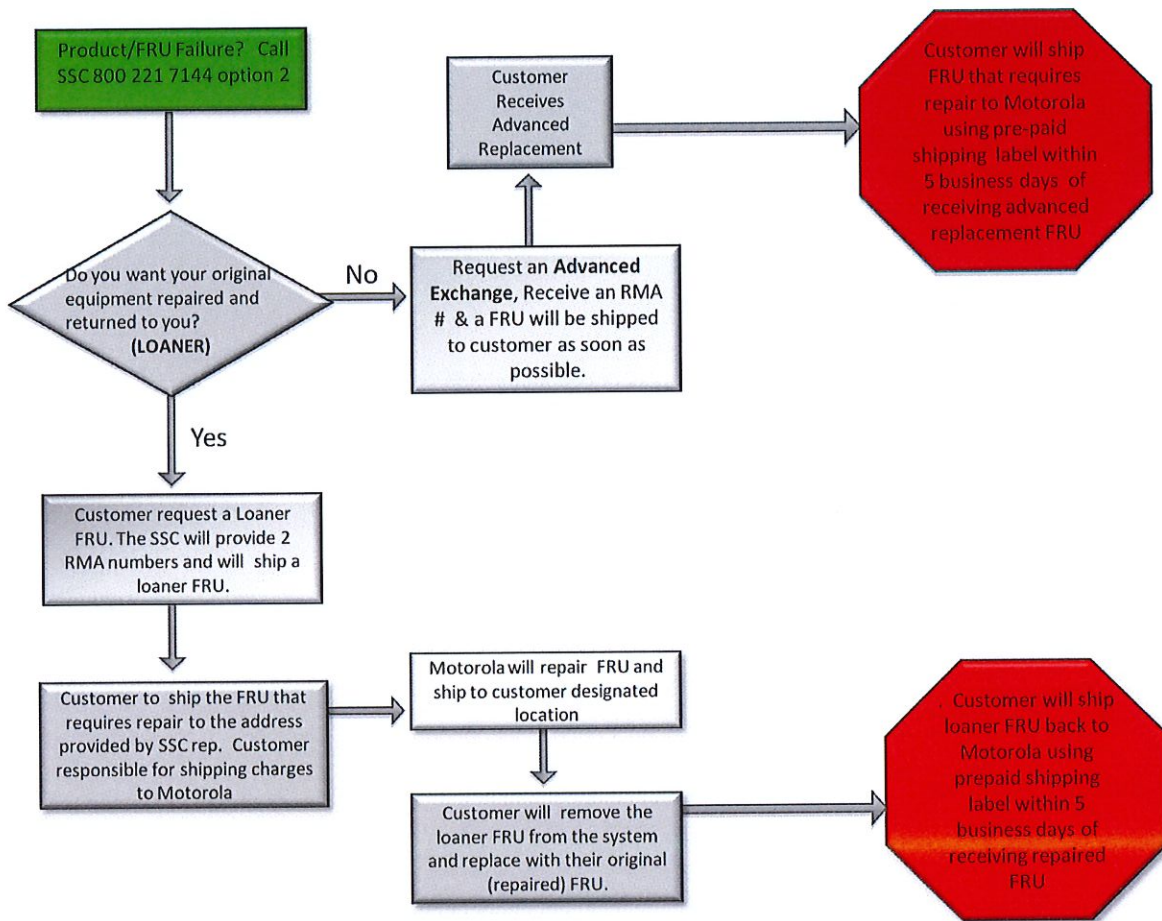


Figure 1-1: Advanced Exchange or Loaner Decision Process

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

Figure 1-2: Shipping Charges

*Motorola shipping carriers – FedEx and DHL



1.1 STATEMENT OF WORK

1.1.1 ASTRO 25 System Upgrade Agreement II (SUA II)

1.0 Description of Service and Obligations

- 1.1** As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.
- 1.2** The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3** Motorola agrees to provide minor software upgrades, known as “patch releases”, which may include commercial Operating Software (“OS”) and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola’s service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola’s discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.
 - 1.3.1** The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions from the current shipping release version.
- 1.4** The parties agree that ASTRO 25 system release upgrades are considered “major” upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola’s Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola’s option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.
- 1.5** The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.
- 1.6** Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

- 1.7** Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite), network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.8** Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this Agreement.
- 1.9** The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10** Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.11** Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:

 - 1.11.1 Servers
 - 1.11.2 PC Workstations
 - 1.11.3 Routers
 - 1.11.4 LAN Switches
- 1.12** Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed:

 - 1.12.1 GTR 8000 Base Stations
 - 1.12.2 GCP 8000 Site Controllers
 - 1.12.3 GCM 8000 Comparators
 - 1.12.4 MCC 7500 Console Operator Positions
 - 1.12.5 STR 3000 Base Stations
 - 1.12.6 Quantar Base Stations
 - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.12.8 Centracom Gold Elite Central Electronics Banks
 - 1.12.9 Ambassador Electronics Banks

- 1.12.10 Motorola Gold Elite Gateways
- 1.12.11 ASTROTAC Comparators
- 1.12.12 PSC 9600 Site Controllers
- 1.12.13 PBX Switches for Telephone Interconnect
- 1.12.14 NFM/NFM XC/MOSCAD RTU
- 1.13** The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.14** Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.15** As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period:
 - 1.15.1 Review infrastructure system audit data as needed.
 - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.15.5 Program management support required to perform the system upgrade.
 - 1.15.6 Field installation labor required to perform the system upgrade.
 - 1.15.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.16** The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.17** The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18** Motorola agrees to issue the Software Maintenance Agreement (“SMA”) bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.19** The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.
- 1.20** Coverage Continuity.

1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

1.21 The Customer agrees that they shall:

1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.

1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

1.21.3 Provide or purchase labor to implement optional system release features or system expansions.

1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.

1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.

1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.

1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.

1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.

1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

2.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

2.2 The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

2.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- NICE Full Inform

- MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software (“PSA”)
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as Microwave terminals and association multiplex equipment
- 2.4 The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.
- 2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.
- 2.6 The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.
- 2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special Provisions

- 3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola’s software intellectual property rights.
- 3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

- 3.4 The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.
- 3.5 Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:
- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
 - Customer breaches the Software License Agreement or other applicable agreement
 - Customer's rights to use the software under the Software License Agreement expire or are terminated
 - Customer replaces its Motorola System with a system from another manufacturer

4.0 WARRANTIES AND DISCLAIMER

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. Product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS

ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Appendix B

System Pricing Configuration

This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment. *(Quantities to be defined and included based upon purchased configuration and are to be updated prior to contract signature.)*

Core	
Master Site Configuration (OH MARCS ADD ON)	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text	0
RF System	
Voice RF Sites & RF Simulcast Sites	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	1
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	14
Conventional Channel Gateways (CCGW)	4
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	1
MOSCAD NFM Clients	0

Core	
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Subscribers	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA/SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0

Exhibit C Pricing

5/23/2019				
< Maintenance & SUAll >				
		List Price	Discount	Total
Year 1	2019	\$117,560	-\$31,173	\$86,386
Year 2	2020	\$120,127	-\$32,003	\$88,125
Year 3	2021	\$122,772	-\$32,857	\$89,915
Year 4	2022	\$125,496	-\$33,736	\$91,760
Year 5	2023	\$128,302	-\$34,642	\$93,660
Total		\$614,257		\$449,846

** Summary of Services Included

ASTRO ADV+ SERVICE PACKAGE

TECHSUPPORT
DISPATCH
NETWORK MONITORING
SECURITY UPDATE SERVICE
REMOTE SECURITY UPDATE SERVICE

INFRASTRUCTURE REPAIR/ADV REPLACEMENT
PREMIER-ONSITE RESPONSE
NETWORK PREVENTATIVE MAINTENANCE
SYS UPGRADE AGRMT: TO INCLUDE
HARDWARE, SOFTWARE, IMPLEMENTATION

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 181

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE PAYMENT TO THE SOUTHWEST REGIONAL COMMUNICATIONS NETWORK COUNCIL OF GOVERNMENTS FOR THE PURCHASE OF ROUTINE MAINTENANCE, REPAIRS AND OTHER SERVICES REQUIRED FOR THE ONGOING GENERAL RADIO NEEDS OF THE CITY OF STRONGSVILLE DURING 2019, AND DECLARING AN EMERGENCY.

WHEREAS, Council, by and through Ordinance No. 2002-133, authorized the Mayor to enter into an agreement for the City of Strongsville to join a Southwest Regional Communications Network Council of Governments ("Southwest COG"), in order to foster cooperation between the Cities of Strongsville, Brook Park, North Royalton and Parma Heights, as members of such Council of Governments, to establish, own, operate and administer a regional communications network for public safety and public service purposes; and

WHEREAS, in 2012, the Cities of Berea, Middleburg Heights and Olmsted Falls, along with Olmsted Township, joined the Southwest COG; and

WHEREAS, the Southwest COG negotiated with Motorola Solutions, Inc. for the purchase of various equipment, supplies, installation, maintenance, repair and other services for the general radio needs for each member of the Southwest COG; and

WHEREAS, thereafter, by and through Ordinance Nos. 2016-139, 2016-205, 2017-188 and 2018-185, Council authorized the City's Director of Finance to make payments to the Southwest COG for a service contract with Motorola Solutions, Inc. during the years 2016, 2017 and 2018; and

WHEREAS, based upon recommendation of the City's Director of Communication & Technology, this Council again wishes to take advantage of that opportunity for the purchase of a service contract for the routine maintenance and repairs for the general radio and telecommunications needs and requirements of the City, including the Regional Dispatch Center, during 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Director of Finance be and is hereby authorized and directed to pay to the Southwest COG, the total amount of \$76,046.06 in accordance with the invoice attached hereto as Exhibit A, in order to pay Strongsville's proportionate share of the costs involved in the purchase of ongoing routine maintenance, repairs and other services for the general radio needs for the City of Strongsville during 2019.

Section 2. That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the Fire Levy Fund; General Fund; Multi-Purpose Complex Fund; Street Construction, Maintenance & Repair Fund; and the Sanitary Sewer Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 181
Page 2

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to provide for the maintenance and repair of the general radio needs of the City of Strongsville, in order to protect and safeguard the safety and welfare of its citizens, and for the continuity of services provided by the City's Department of Public Safety. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-181 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

Southwest Regional Communications Council of Governments

17401 Holland Rd.
Brook Park, OH 44142

INVOICE

DATE:
November 5, 2019

INVOICE #
1

Bill To:
Joseph Dubovec
Finance Department
City of Strongsville
16099 Foltz Industrial Pkwy
Strongsville, OH 44149
(440)238-5720

For:
2019 Expenses

DESCRIPTION	AMOUNT
2019 User Fees	\$ 2,311.36
Budget Expenses	\$ 5,000.00
Motorola Service Contract 01/01/2019 - 12/31/2019	\$ 68,734.70
TOTAL	\$ 76,046.06

Make all checks payable to Southwest Regional Communications Council of Governments

Return address:

**City of Brook Park
Attn: Asst. Chief Pat Johnson
17401 Holland Rd.
Brook Park, OH 44142**

If you have any questions concerning this invoice, contact Marty Healy at (216)548-0119

THANK YOU



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 182

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.

WHEREAS, the City of Strongsville Police and Fire Departments are in need of funds for ongoing education and training purposes; and

WHEREAS, Swagelok Company is desirous of donating to the City \$1,000.00 for use by the Strongsville Police Department for education and training, and \$1,000.00 for use by the Strongsville Fire Department for fire prevention education and training; and

WHEREAS, the City is desirous of accepting such generous donations which have been forwarded to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby graciously accepts from the Swagelok Company, and expresses its appreciation, for the two donations of \$1,000.00 each to be used for education and training for the Strongsville Police and Fire Departments.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 all legal requirements.

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>	Attest: _____
Carbone	_____	_____	Clerk of Council Amended: _____ Ref: _____ Ref: _____ Ref: _____
DeMio	_____	_____	
Kosek	_____	_____	
Patten	_____	_____	
Roff	_____	_____	
Schonhut	_____	_____	
Short	_____	_____	_____
			Pub Hrg. _____ Ref: _____
			Adopted: _____ Defeated: _____

Res
ORD. No. 2019-182

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 183

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2018-169, Council authorized the Mayor and Director of Finance to enter into a contract with **TRAVELERS COMPANIES**, as carrier, through **THE FEDELI GROUP** for the purchase of the City's property-casualty, liability and related insurance coverages for the departments of the City under a new municipal insurance program commencing December 1, 2018 for a twelve (12) month period ending November 30, 2019; and

WHEREAS, the market for public entities insurance is limited to a few carriers and a proliferation of pools; and

WHEREAS, the product and insurance program offered by Travelers Companies through The Fedeli Group is among the most competitive, and the carrier is highly rated; and

WHEREAS, because the City can maintain price stability and competitive rates, with no diminution in terms, conditions or coverage limits, the City's insurance consultant, Compensation Analysis, Inc., and Director of Finance have recommended that the City renew its policy and continue with The Fedeli Group with underwriting of coverages through Travelers Companies as the carrier for the next year; and

WHEREAS, therefore, this Council finds it would be in the City's best interest to forego the normal bidding or proposal procedure in order to obtain and renew insurance coverages at a reasonable and advantageous rate to protect the City, its officers, employees, and real and personal property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Finance and various other Departments of the City of Strongsville, in that it is necessary to enter into a renewal of the contract with **TRAVELERS COMPANIES**, in order to avoid a gap in insurance coverage, to protect the City's officers, employees, real and personal property, to maintain reasonable insurance protection with advantageous premiums, and preserve the expenditure of funds in relation to insurance coverages and potential liability.

Section 2. That, for the reasons aforesaid, the Mayor and the Director of Finance be and are hereby authorized and directed to enter into a renewal of the agreement with **TRAVELERS COMPANIES** through **THE FEDELI GROUP** for the purchase of applicable insurance coverages to continue the City's current property-casualty and liability insurance

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program, commencing on December 1, 2019, for a twelve (12) month period ending November 30, 2020, in an amount not to exceed \$506,513.00 in annual premium. A copy of the agreement and policies including coverages are on file in the office of the Director of Finance and in the office of the City's insurance consultant, and shall be in a form to be approved by the Law Director.

Section 3. That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the General Fund, Street Construction, Maintenance and Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and Sanitary Sewer Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare, and for the further reason that the immediate renewal of the aforesaid insurance coverages is required in order to prevent a gap in coverages, to properly and completely protect the financial interests and property of the City, to ensure competitive premium rates, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-183 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____