


December 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 COUNCIL AND CAUCUS 7:00 SPECIAL FINANCE COMM MTG 6:30	4 PLANNING COMMISSION 7:00 CAUCUS 6:45	5	6	7 New Council Orientation 10:00 a.m. to 12:00 p.m.
8	9 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	10	11	12	13	14
15	16	17 FAIR HOUSING MTG 5:00 COUNCIL AND CAUCUS 7:00	18	19 BZA 7:00 CAUCUS 6:45	20	21
22	23	24 <i>CHRISTMAS EVE</i> 	25 <i>CHRISTMAS DAY</i>	26	27	28
29	30	31 <i>NEW YEAR'S EVE</i>				

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

January 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 <i>NEW YEAR'S DAY</i>	2	3	4
5	6	7 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	8 PLANNING COMMISSION 7:00 CAUCUS 6:45	9	10	11
12	13 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	14	15	16	17	18
19	20 <i>MARTIN LUTHER KING., JR DAY</i>	21 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	22	23 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	24	25
26	27	28 RECREATION BOARD 6:00	29	30	31	

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL
A G E N D A
DECEMBER 17, 2019**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: December 3, 2019
 - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a C1, C2 and D6 transfer permit for JB Foodmart LLC, 10011 W. 130th Street North Royalton, Ohio 44133.
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Dan Langshaw
Storm Water	Gary Petrusky
Streets	Cheryl Hannan
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

THIRD READING CONSIDERATION

1. **19-91 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 4 TRAFFIC CODE, CHAPTER 476 SNOWMOBILES AND ALL PURPOSE VEHICLES, SECTION 476.03, AND PART 6 GENERAL OFFENSES CODE, CHAPTER 606 GENERAL PROVISIONS; ADMINISTRATION AND ENFORCEMENT, SECTION 606.10, CHAPTER 612 ALCOHOLIC BEVERAGES, SECTION 612.12, CHAPTER 618 ANIMALS, SECTION 618.12, CHAPTER 630 GAMBLING, SECTION 630.01, CHAPTER 634 NOISE CONTROL, SECTION 634.04, CHAPTER 642 OFFENSES RELATED TO PROPERTY, SECTION 642.01, CHAPTER 648 PEACE DISTURBANCES SECTION 648.11, CHAPTER 672 WEAPONS AND EXPLOSIVES, SECTIONS 672.01, 672.02, 672.03, 672.04, 672.06, 672.07, 672.12, 672.14, AND 672.15, AND REPEALING, PART 6 GENERAL OFFENSES, CHAPTER 672 WEAPONS AND EXPLOSIVES, SECTIONS 672.05, 672.085, AND 672.11 RELATING TO THE OWNERSHIP, POSSESSION, PURCHASE, OTHER ACQUISITION, TRANSPORT, STORAGE, CARRYING, SALE, OTHER TRANSFER, MANUFACTURE, TAXATION, KEEPING, AND REPORTING OF LOSS OR THEFT OF FIREARMS, THEIR COMPONENTS, AND THEIR AMMUNITION, AND DECLARING AN EMERGENCY. First reading November 6, 2019 and referred to Safety Committee. Second reading November 19, 2019. Safety Committee recommended approval November 19, 2019.**

SECOND READING CONSIDERATION

1. **19-110** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 8 BUSINESS REGULATION BY CREATING A NEW CHAPTER 879 RETAIL DISPOSEABLE BAG RECYCLING, AND DECLARING AN EMERGENCY. **First reading December 3, 2019.**
2. **19-115** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LAND LEASE AGREEMENT AND A MEMORANDUM LEASE AGREEMENT WITH CELLCO PARTNERSHIP, DBA VERIZON WIRELESS GRANTING THE RIGHT TO INSTALL, MAINTAIN AND OPERATE COMMUNICATIONS EQUIPMENT ON CITY OWNED PROPERTY PPN 481-07-026, AND DECLARING AN EMERGENCY. **First reading December 3, 2019 and referred to Planning Commission.**

FIRST READING CONSIDERATION

1. **19-116** - AN ORDINANCE GRANTING A SIMILAR USE PERMIT TO BLUELINE CLASSICS, LLC TO OPERATE A CLASSIC CAR RECONDITIONING AND RESTORATION BUSINESS AT 11035 STATE ROAD, PPN 489-19-007 AND 489-19-008, GENERAL BUSINESS ZONING, AND DECLARING AN EMERGENCY.
 2. **19-117** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SENIOR TRANSPORTATION CONNECTION, AND DECLARING AN EMERGENCY.
 3. **19-118** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICES AGREEMENT WITH MEDICOUNT MANAGEMENT, INC. TO PROVIDE BILLING SERVICES FOR EMS SERVICES PROVIDED BY THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 4. **19-119** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UTILITY INC. FOR BODYWORN CAMERA AND VEHICLE VIDEO AND COMMUNICATIONS SYSTEMS FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$247,100.00, AND DECLARING AN EMERGENCY.
 5. **19-120** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH ROYALTON AND THE NORTH ROYALTON CITY SCHOOL DISTRICT, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

ORDINANCE NO. 19-116

INTRODUCED BY: Antoskiewicz
Co-Sponsor: Langshaw

AN ORDINANCE GRANTING A SIMILAR USE PERMIT TO BLUELINE CLASSICS, LLC TO OPERATE A CLASSIC CAR RECONDITIONING AND RESTORATION BUSINESS AT 11035 STATE ROAD, PPN 489-19-007 AND 489-19-008, GENERAL BUSINESS ZONING, AND DECLARING AN EMERGENCY

- WHEREAS: BlueLine Classics, LLC has submitted an application for a Similar Use Permit for a classic car reconditioning and restoration business at 11035 State Road, PPN 489-19-007 and 489-19-008, General Business zoning; and
- WHEREAS: The Planning Commission recommended approval of this application at their meeting on December 4, 2019; and
- WHEREAS: Pursuant to NRCO 1262.07 Council has the authority to approve or disapprove such applications; and
- WHEREAS: Council desires to approve this application.

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

- Section 1. Council hereby approves the application of BlueLine Classics, LLC for a Similar Use Permit for a classic car restoration and reconditioning business at 11035 State Road, PPN 489-19-007 and 489-19-008, General Business zoning.
- Section 2. This Similar Use Permit is approved only for the uses stated herein.
- Section 3. The Law Department shall prepare the Similar Use Permit which shall, at a minimum, include therein any conditions imposed by the Planning Commission or this Council in compliance with all provisions of the Planning and Zoning Code of the City of North Royalton.
- Section 4. 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. 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 this Council desires to immediately approve this Similar Use Permit application.

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: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Robert A. Stefanik

Planning Commission

11545 Royalton Road, North Royalton, OH 44133

Phone: 440-582-3001

Email: dveverka@northroyalton.org

TO: Dana Schroeder, Director of Legislative Services

FROM: Diane Veverka, Secretary PC

DATE: December 5, 2019

RE: **Similar Use Determination – BlueLine Classics, LLC**

On December 4, 2019, the PC made a motion and a second to recommend to Council approval of a Similar Use as per C.O. 1262.08 (b) for BlueLine Classics, LLC to operate a classic car reconditioning and restoration business at 11035 State Road also known as PPN: 489-19-007 and 489-19-008 in General Business (GB) District zoning. The building is situated on two parcels.

The stipulations on approval are as follows:

- All sales are in-door only.
- No storage of automobiles, trucks, machinery, equipment, tools, etc., outside of the facility.
- The outdoor parking is only for employees and visitors.
- Minor repairs and detailing work shall be permitted. Major repairs shall be a separate approval by Planning Commission.
- Lot consolidation shall occur within six months of this date.

Roll call: Yeas: Five – Larry Antoskiewicz, Mayor Stefanik, Frank Castrovillari, Jessica Fenos, Gene Baxendale. Nays: None. Motion carried.

Thank you,

djv

cc: File

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SENIOR TRANSPORTATION CONNECTION, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton desires to retain the services of a competent and qualified contractor to provide certain transportation services for the residents of the community; and

WHEREAS: Council desires to authorize the Mayor to enter into an agreement with Senior Transportation Connection to provide for these services.

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

Section 1. Council hereby authorizes the Mayor to enter into an agreement with Senior Transportation Connection to provide certain transportation services for the residents of the City of North Royalton pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. 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 3. 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 Mayor to enter into this agreement to provide reliable transportation services for senior residents of the City of North Royalton.

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: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Transportation Services Contract

This Transportation Services Contract (the “Contract”), made and entered into as of this _____ day of _____ 2019, by and between The City of North Royalton, an Ohio municipality, after this called “Recipient,” and Senior Transportation Connection, an Ohio non-profit corporation, after this called “Contractor”.

WHEREAS, the Recipient desires to retain the services of competent and qualified Contractor to provide certain transportation services to the Recipient, and;

WHEREAS, the Contractor is competent and qualified to furnish services to the Recipient and has provided a responsive and responsible proposal, and desires to provide transportation services according to the terms and conditions stated herein. Now, therefore, in consideration of the mutual covenants, agreements and considerations contained herein, the Recipient and Contractor agree as hereinafter set forth:

SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR

The Contractor shall provide the services required herein strictly under a contractual relationship with the Recipient and is not, nor shall be, construed to be an agent or employee of the Recipient. As an independent Contractor, the Contractor shall pay any and all applicable taxes required by law. In performing the services hereunder, the Contractor shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, social security and Medicare taxes, Federal unemployment taxes, and any other withholdings from its employees’ wages or salaries.

- A) The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- B) The Contractor shall not be exclusively bound to the Recipient and may provide service to other private and public entities.

SECTION 2: TERM

Subject to the termination provisions contained in this Contract, the term of this Contract shall be for the period beginning January 1, 2020 and ending December 31, 2020, unless either party serves written notice to the other party at least ninety (90) days prior to the end of the term.

SECTION 3: SCOPE OF SERVICES PROVIDED BY THE CONTRACTOR

OVERVIEW

Contractor shall conduct the day-to-day operation of the Recipient's Senior Transit operations. The Senior Transit service serves senior residents 60 years of age and older, ADA certified individuals, and other individuals requiring trips. Services operate Monday through Friday, 7:30AM to 4:00PM, within the specific service areas. The service does not operate on holidays as referenced in Exhibit A. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes, schedules, so as to accommodate ridership, **upon such terms and conditions as mutually agreed by the parties.**

FEES

Monthly trip volume is estimated at 195 (39 individual & 156 group) one way trips. One-way trip volume estimates are presented for planning purposes only, and do not represent a volume guarantee or commitment by the Contractor and/or Recipient

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a fixed base rate of \$9.00 one-way passenger trip for the Recipient's senior center, lunch programs and group shopping activities. **It is anticipated** that a group trip constitutes a minimum of five individuals going to same destination, **however a trip to the senior center, lunch program or group shopping activities shall be billed at the \$9.00 one-way passenger trip regardless of the number of individuals.** The base rate for individual one-way trips is \$33.00, which is defined as **medical appointments only. No medical treatment, therapy or other personal trips are permitted.** These rates are subsidized by fares collected and retained by the Contractor according to Exhibit C. The Recipient will be responsible for payment for any fare modification/reduction approved by the Recipient.

A passenger must cancel transportation services without the Recipient incurring a charge by notifying the Contractor before 7:00 am the day of service. If the Contractor is notified after this time or does not receive a notice of cancellation, the Contractor may bill the Recipient for a one way passenger trip for each no show over 5% of total no shows for that month. The Contractor will notify the Recipient of same day no shows by providing the name of client and reason, if applicable. This policy applies to individual trips only.

The Recipient reserves the option, exercisable by reasonable advance written notice to Contractor, of capping the quantity of one-way trip reservations in total or by destination taken by the Contractor per month.

Recipient will be electronically invoiced monthly to

City of North Royalton
Attn: Finance Director
14600 State Road
North Royalton, Ohio 44133

or such other address as Recipient may specify in writing to Contractor. Transportation invoices shall be paid within fifteen (15) days from the first day following the first full calendar month of service. Any payment more than five (5) days late shall include a late fee of \$25.00.

FUEL ESCALATION

The negotiated base rate assumes fuel cost at or below \$2.50 per gallon. Fuel escalation will be determined by using a monthly average by obtaining weekly fuel prices each Friday shown on www.aaafuelgaugereport.com. The per trip rate charged would be adjusted +/-25 cents for every 25 cents increments as reported for the Cleveland-Elyria-Lorain market as compared to the base proposal rate of no greater than \$3.00 dollars per gallon. The per trip rate, charge will be adjusted as illustrated below:

If the price of fuel is	To	Fuel Adjustment	Base Adjusted Rate \$9.00
<\$2.50	\$2.50	No Adjustment	No Adjustment
\$2.51	\$2.76	\$0.25	\$9.25
\$2.77	\$3.02	\$0.50	\$9.50
\$3.03	\$3.28	\$0.75	\$9.75
\$3.29	\$3.54	\$1.00	\$10.00
\$3.55	\$3.80	\$1.25	\$10.25
\$3.81	\$4.06	\$1.50	\$10.50
\$4.07	\$4.32	\$1.75	\$10.75
\$4.33	\$4.58	\$2.00	\$11.00

If the price of fuel is	To	Fuel Adjustment	Base Adjusted Rate \$33.00
<\$2.50	\$2.50	No Adjustment	No Adjustment
\$2.51	\$2.76	\$0.25	\$33.25
\$2.77	\$3.02	\$0.50	\$33.50
\$3.03	\$3.28	\$0.75	\$33.75
\$3.29	\$3.54	\$1.00	\$34.00
\$3.55	\$3.80	\$1.25	\$34.25
\$3.81	\$4.06	\$1.50	\$34.50
\$4.07	\$4.32	\$1.75	\$34.75
\$4.33	\$4.58	\$2.00	\$35.00

SERVICE AREA Service area is commonly defined as the city of North Royalton; it's incorporated and non-incorporated divisions including the adjacent cities in Cuyahoga County.

The Contractor will operate according to the protocol approved by the Contractor and the Recipient. Changes to that protocol will be discussed and agreed to by both parties, in writing, before becoming effective. The protocol is attached as Exhibit C

OPERATING SCHEDULE

- A) The normal business hours of service are from 7:30 am to 4:00 pm, Monday through Friday. The Contractor may elect, without obligation, to provide extended service at its sole discretion.
- B) The Contractor maintains a policy on closings in case of weather related conditions and emergencies. This policy is attached as Exhibit B to this Contract. The Contractor will perform trips as scheduled and confirmed with passengers and Recipient.
- C) For all Holidays mandated by the Contractor and/or Recipient shall be observed and service shall not be provided.

SECTION 4: TRIP RESERVATIONS AND SCHEDULING

- A) All riders shall be registered with the Recipient and the Contractor prior to being provided transit service. Recipient's staff will adequately assess anyone who has not used the service. If the riders have not provided the appropriate registration information to the Contractor the Recipient shall do so in a timely manner
- B) The Contractor will accept trip requests up to 12:00 noon three days before travel, but can accept requests up to two weeks in advance.
- C) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a suggested time.
- D) Electronic manifests will include the passenger's name, the location of each passenger's pick-up and drop-off point, whether the passenger travels with a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the passenger. This manifest will be available for Recipient's inspection at any time upon reasonable advance notice.
- E) Some trips may be added to the manifest during the same service day, if schedules permit, as determined by the Contractor in its sole discretion. Added trips will be transmitted either by phone or by other means determined by the Contractor's dispatcher. Trips cancelled prior to service will be handled in the same manner as add-ons. A log shall be maintained to add-ons, cancellations, and no-shows each day.
- F) Allocations of trips will be based on Contractor's equipment, capacity and geographic location for most effective scheduling.

WILL-CALL RETURNS / ADD-ON TRIPS

Some trips cannot be accurately pre-scheduled. A portion of these will-call returns / add-on trips will be transmitted by phone or other means to the Contractor's driver to insert in their previously transmitted manifests, or taxi service may be used at the discretion of the Contractor's dispatcher.

MONITORING AND SUPERVISION

The Contractor shall be responsible for monitoring and supervising service. The Contractor shall be responsible for dispatching or arranging for back-up vehicles, road service calls, towing and other driver supervisory services as needed. Documentation of these occurrences shall be maintained on a dispatcher's log.

PERFORMANCE LOG

The Contractor shall maintain a log with information on safety concerns, passenger complaints, passenger behavior problems and any other activity reasonably required by Recipient. STC will comply with the City's transportation policy. The Contractor will provide the log to the Recipient's designee upon request.

REFUSAL OF SERVICE

The Contractor shall have the ability to refuse service to a passenger referred by Recipient only if it is believed the passenger cannot be transported safely or the passenger is disruptive, abusive or intoxicated. All service denials shall be reported to the Recipient's designee as soon as reasonably practical.

FARES

- A. The Contractor shall collect a fare from each customer only when it is indicated on the manifest. This fare shall be retained by the Contractor. The passenger fare shall be paid according to Recipient's fare structure, unless the Contractor is granted the written authority by the Recipient to make fare modifications.
- B. Drivers shall not accept tips or indicate to customers a tip is expected.

SECTION 5: COMPLIANCE WITH REGULATIONS

The Contractor shall be in compliance with all applicable Ohio Department of Transportation Rules and Federal Transit Administration Drug Testing requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting, or advisory body requirements as applicable to the provision of service under this Contract.

SECTION 6: SUBCONTRACTING

- A) Subcontracts and joint ventures are allowable, provided the Contractor assumes the following responsibilities:
 - 1) Serves as the sole contact responsible party with the Recipient.
 - 2) Assumes full responsibility for the performance of all its subcontractors.
- B) The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract. Failure of a subcontractor to comply with all requirements can be grounds for termination of the entire Contract.
- C) **The Contractor agrees that it shall not permit any subcontractors, joint venture partners, or third parties to operate, control, or be in possession of the City vehicles at any time or under any circumstances.**

SECTION 7: FACILITIES

- A) Operating Base. Contractor shall provide a base of operation with adequate facilities for administration, and unless the Contractor chooses to subcontract these functions, vehicle maintenance and service.
- B) Communications. The Contractor shall be required to operate a two-way communication system.
- C) Security. Contractor shall take all reasonable and necessary precautions to provide security for any equipment provided by the Recipient, as well as for records of operations.
- D) Telephone/fax/modem
 - 1) Contractor shall equip its administration and supervisory office with a fax machine on a dedicated telephone line and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours.
 - 2) Contractor shall be required to provide, at its own expense, a computer with modem and dedicated phone line in order to perform live dispatching through automated scheduling system and software to download manifests.

SECTION 8: VEHICLES

- A) Use of Existing Fleet. The Recipient hereby agrees to provide its current fleet of Senior Transit vehicles to the Contractor for operation and facilitation of this Contract
- B) Acceptance of Fleet. Contractor shall have the right to inspect the condition of the fleet and shall only accept vehicles that are in good mechanical condition. The Recipient hereby agrees to cure any and all mechanical failures of its fleet before the provision of service commences.
- C) Maintenance. Contractor shall maintain vehicles and equipment in a safe, clean and sanitary condition at Contractor's cost. Contractor shall maintain records of all vehicle maintenance for the life of the contract. Vehicles and equipment shall be maintained in a manner so that they will not leak oil or other fluids. Contractor shall also be responsible for the costs of all fuel, oil, fluids, tires, replacement lights and batteries. On an annual basis STC will provide the City copies of all maintenance performed on the vehicles
- D) Inspections. Recipient will have the right to conduct inspections on Recipient's vehicles operated by the Contractor under this Contract. Any vehicle or equipment may be inspected upon reasonable advance notice by Recipient to Contractor to determine the operating condition of the vehicle or equipment and compliance with the terms of this Contract. Upon the expiration or termination of this Contract, Contractor shall return the Recipient's vehicle to the Recipient in good mechanical condition and with the equipment which was with the vehicle at the commencement of this Contract still intact and in good working condition.
- E) Storage of Fleet. The Recipient agrees to allow the Contractor to store the vehicles to facilitate this Contract at the Recipient's service garage / parking lot or other defined

area, within the fenced and secure area when possible, although Contractor is not bound to do so.

- F) **Sufficient Number.** Contractor shall maintain a sufficient number of vehicles to meet the service levels to be negotiated as part of the Contract with the Recipient. Every effort will be made to include spare vehicles to allow for routine servicing, maintenance, repairs, vehicle breakdowns, and similar occurrences as may reasonably be anticipated. New and/or refurbished vehicles used in the transport of wheelchairs and other mobility devices shall meet the requirements of 49 CFR Part 38 of the Americans with Disabilities Act (ADA). Upon request, the manufacturer or supplier of the vehicle shall supply evidence of compliance, in the form of a State of Ohio sticker affixed to the vehicle.

SECTION 9: DRIVERS

- A) **Driver Selection.** The Contractor shall establish a formal selection process that shall include:
- 1) Verification that the applicant has an appropriate, valid Ohio State driver's license and points based on Ohio law not in excess of 4 (four).
 - 2) Verification that the applicant is physically capable of driving the program vehicles; a pre-employment physical and drug screen is required. The Contractor shall be responsible for pre-employment physicals and drug screens, as well as medical certification as required.
 - 3) A criminal background check. The Contractor shall be responsible for background checks at the date of hire.
- B) **Driver Training.** The Contractor shall provide an approved training and retraining program, to teach driver proficiency and safety. The driver-training program will commence the first year of employment and shall include but not be limited to the following:
- 1) Defensive driving, using a program approved by the National Safety Council;
 - 2) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguishers and two-way communications devices;
 - 3) Operating procedures, including passenger assistance policies, fare collection, vehicle pre-operation checks, use of forms, record keeping and dispatch procedures;
 - 4) Familiarization with the service area; passenger assistance techniques, including training in dealing with the disabled and sensitivity training;
 - 5) Relevant policies and procedures contained in an Operator's Manual;
- In addition, the driver training shall include at least:
- a) Annual reviews of individual driver's responsibilities and performance;
 - b) Semi-annual observations of the driver's on-the-job performance. Supervisors should ride with the drivers to observe their driving techniques.
 - c) Maintaining records for all drivers to verify that the training has been received.

- 6) Drivers shall be retrained in Defensive Driving and Passenger Sensitivity every three years. Individual training records shall be available for inspection by Recipient on request.
- C) Drug/Alcohol Testing. All drivers, as well as other safety sensitive positions, shall be subject to Drug/Alcohol Testing for pre-employment, random, post accident and probable cause, as required under Federal Transit Administration (FTA) Regulations. The Contractor shall pay the costs associated with such testing.
- D) English Fluency. All drivers shall be sufficiently skilled in English to carry on necessary conversations with passengers and the dispatcher and to read a vehicle schedule and fill out required reports.

SECTION 10: PASSENGER ASSISTANCE POLICY

- A) Drivers shall provide assistance as necessary from the door where the trip originates to the door of the destination. If a passenger does not wish assistance, the driver shall visually confirm that the passenger makes it safely inside the building at their destination. Drivers shall exercise tact at all times to ensure passengers' safety and allow them dignity and pride. Drivers shall provide assistance to passengers who use wheelchairs.
- B) Unsure Destination. In the event that any confusion occurs about the correct destination to which a passenger is to be taken (e.g. if the passenger says the location is wrong, the building is vacant or the address cannot be located), the driver shall confer with passenger and obtain instructions from the dispatcher. No passenger shall be boarded or debored at any address other than the one originally given to the operator without prior approval of the dispatcher.
- C) Waiting for and Notifying Passengers
 - 1) Drivers shall wait up to five minutes after parking the vehicle in clear view of the customer's residence or other pick up location, or where that is not possible, taking other reasonable steps to notify the customer that the vehicle is waiting.
 - 2) If the customer cannot be located, it will be considered a no-show and indicated on the manifest. The return trip will be cancelled and the Recipient will be charged for one (1) one-way trips.

SECTION 11: SERVICE INTERRUPTION

In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, the Contractor shall send a relief vehicle and/or driver to resume service within 90 minutes.

SECTION 12: ACCIDENTS

The Contractor shall report all accidents from the scene to the Recipient. The Contractor is responsible for responding to, investigating, and submitting to the Recipient a detailed written report within forty –eight (48) hours of any accident occurring while a passenger is being transported by vehicles and/or drivers providing service under this Contract. Failure to report an accident/incident involving a Recipient's customer can constitute grounds for termination of this Contract.

SECTION 13: REPORTING

The Contractor shall provide reports upon request that include:

- A) Information as may be required by Federal Transit Administration, Ohio Department of Transportation and information requested by the Metropolitan Planning Recipient Organization (MPO).
- B) Provision of any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.
- C) Detailed monthly report including trip activity, no shows, cancellations and trip purposes.
- D) A summary of significant incidents and issues based on the Performance Log specified in Scope of Service herein.

SECTION 14: PAYMENTS

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 3 hereof and complying with other terms of this Contract, the Recipient shall pay the Contractor pursuant to the terms set forth in Section 3.

SECTION 15: CONTRACTOR'S PERSONNEL

- A) Applicable Laws. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- B) Immigration Reform and Control Act of 1986. The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C) Employment Discrimination. During the performance of the Contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- E) Fair Labor Standards Act. The Contractor and any subcontractor shall pay all employees working on this Contract not less than the minimum wage specified in the Fair Labor Standards Act as amended.

SECTION 16: CONTRACTOR VEHICLES AND EQUIPMENT

- A) Vehicles and Equipment. Contractor shall maintain vehicles and equipment in a safe, clean and sanitary condition at Contractor's cost. Contractor shall maintain records of all vehicle maintenance for the life of the vehicle. Vehicles and equipment shall be maintained in a manner so that they will not leak oil or other fluids. Vehicles and equipment that cannot be maintained in this manner shall not be used to provide the services covered as part of this Contract
- B) Annual Inspections. Recipient will have the right to conduct annual inspections on all vehicles utilized by the Contractor under this Contract. Any vehicle or equipment may be inspected upon reasonable advance notice by Recipient to Contractor to determine the operating condition of the vehicle or equipment and compliance with the terms of this Contract.

SECTION 17: COMPLIANCE WITH LAWS AND REGULATIONS

The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Agreement, the parties specifically intend to comply with all applicable state and federal laws, rules, and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and in particular, that the services performed under the Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on sixty (60) days written notice to the other part. Additionally, each party shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal Government, State of Ohio or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

SECTION 18: INSURANCE

- A) Vehicle Insurance. The Contractor shall obtain and maintain during the term of this Contract liability insurance coverage in the amount of at least \$1,000,000/\$5,000,000 per occurrence. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and

on each renewal date. The Contractor will name the City of North Royalton as additionally insured.

- B) **General Liability Insurance.** Contractor shall obtain Comprehensive General Liability insurance in the amount of at least \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph, underwritten by a carrier acceptable to the Recipient (and having a most recent published rating by A.M. Best Company of "A" or better) indicating that the Recipient and any subcontractor or agent of the Contractor engaged in any work under this Contract are included as additional insured on said policy. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.

SECTION 19: INDEMNIFICATION

To the fullest extent allowed under law: (a) the Contractor shall indemnify, hold harmless and defend the Recipient, its officers, agents, and employees, from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever resulting from arising out of, or in connection with the Contractor's performance or nonperformance of services pursuant to this Contract, whether said services are performed by the Contractor, its agents, appointees or employees, or on behalf of the Contractor by the Recipient, its agents or employees, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities result from, arise out of, or is in connection with the actions or inactions of the Recipient, its officers, agents, or employees, for the sole benefit of the Recipient and unrelated to the Contractor's performance or nonperformance of its services under this Contract. Indemnification shall obligate the indemnifying party to defend any and all claims and/or suits brought against the indemnified party which may result from the indemnifying party's performance or nonperformance of its services or obligations, as appropriate, pursuant to the Contract, as stated herein. This article shall survive the termination of this Contract.

SECTION 20: RECORDS

The parties shall maintain such financial records and other records pertaining to this Contract as may be prescribed by applicable federal and state laws, rules, and regulations, or other Ohio law. The parties shall retain these records for a period of three (3) years after final payment. Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

SECTION 21: TERMINATION

Either Party may terminate this Contract without cause upon 90 days advance written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the Recipient shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date. Upon termination,

the Recipient shall be entitled to a refund from Contractor on a pro rata basis of any advance payments made by the Recipient to Contractor.

SECTION 22: GOVERNING LAW AND VENUE

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Ohio. Venue in state court shall be in Cuyahoga County, Ohio. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

SECTION 23 SEVERABILITY

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 24: FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

SECTION 26: NOTICES

All notices sent pursuant to this Contract shall be sent to the following:

If to the Recipient:	Judith McLaughlin Director, Office on Aging/Human Services City of North Royalton North Royalton, Ohio 44133
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If to Contractor:	Janice Dzigiel Executive Director Senior Transportation Connection 4735 W. 150 th St., Suite A Cleveland, Ohio 44135
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SECTION 27: ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties. There are no understandings or promises related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

[Signature page to follow]

Exhibit A
Policy: Holidays

The STC recognizes, offices and operations are closed, for the following 8 national holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be celebrated as the holiday.

Exhibit B

Policy: Inclement Weather

Purpose:

The purpose of this policy is to establish procedures to close or cease operations of the Call Center and transportation services due to hazardous weather conditions and/or local emergency and provide continuity of essential operations during inclement weather.

STC Responsibilities:

The Executive Director is responsible for determining if transportation services can safely be provided. The STC may consult with local community's law enforcement and safety departments to determine when and if transportation services need to be suspended.

If the decision is made to close the call center and/or cease operations the STC will contact the community representative and inform them of closing. In addition the STC will contact the all riders scheduled for that day and advise them of trip cancellations. Every effort will be made to schedule the rider on another day.

All trips that are cancelled due to inclement weather will be recorded as cancelled trips due to inclement weather conditions.

The call center management team and selected call takers will print the manifests for the potentially affected inclement weather days and take them to their homes. The documents will be brought back to the call center and shredded once the call center reopens.

All STC management staff will be required to contact the STC Executive Director once the affected providers and customers are contacted.

Community Responsibilities:

The local community or organization shall notify the STC if a decision is made to close the community/senior center due to inclement weather. The STC will contact all riders to notify them of closing and ride cancellation.

Individuals may need to contact the call center to cancel specific rides during inclement weather.

Note: If Cuyahoga County offices are closed then meal delivery through the Western Reserve Area Agency on Aging (WRAAA) is cancelled, and meals will not be served at the Centers.

North Royalton Operating Protocol

Exhibit C

Protocol Changes effective 7/1/17

Organization: **City of North Royalton**

Provider: North Royalton

Funder: North Royalton

Office Address: **North Royalton Senior Center
13500 Ridge Road, North Royalton, Ohio 44133**

Contact name: **Debra J. Burrows, Outreach Specialist**

Phone: **(440) 582-6333**

Judith McLaughlin, Director

Social Worker: Phone: **(440)582-6333**

Fax: 440-877-1168

Email: **dburrows@northroyalton.org**

Van: **ANY STC**

Van operating days and hours: **Mon. - Fri. 7:30 am to 4:00 pm**

STC Office Hours: **Mon. thru Fri. 7:00am to 5:00pm**

Registration procedure: **STC Procedures**

Individual bookings **YES**

Subscriptions allowed: **YES**

Fares: There are no fares charged to riders

Service area: North Royalton, Middleburg Hts. (Southwest Hospital and Healthspan), Strongsville (East of Pearl Road), Centers for Families and Children, includes Parma Hospital (West of State Road), North to Brookpark- VA Outpatient facility, Broadview Hts. (West of I-77)

No medical treatment, therapy or other personal trips are permitted.

Cancellation procedure: **STC Policy**

Special Procedures:

Group Shopping Trips Schedule will be negotiated between the City and STC

Exhibit E

Description of Vehicles, Terms and Conditions

MV1- 57WMD2A60EM101670
Ford 350- 1FDEE3FS4BDA27131

- A. Term of Vehicle(s) Use and Operation. The term of Contractor's use and operation of Recipient's vehicle(s) shall commence on the date hereof and terminate on the date of the following events first to occur.
 - 1. That date which the Recipient has delivered written notice of its intention to return any vehicle(s); or
 - 2. That date which the Contract expires or is terminated in accordance with its terms.
- B. Ownership. Title to and ownership of the vehicles and equipment, shall at all times be and remain in the name of the Recipient. The Contractor shall have no rights of property, except the right to use in accordance with the terms of this agreement.
- C. Acceptance of Vehicle(s). Contractor acknowledges that it has inspected the vehicle(s) and accepts the equipment as being in good state of repair, except to the extent that the Contractor notifies the Recipient within ten (10) days of delivery. The Recipient hereby agrees to cure any and all mechanical failures or other defects of its fleet before the provision of service commences. Further, the Recipient shall be responsible for any and all mechanical failures and defects within the first sixty (30) days of the Contractors possession.
- D. Vehicles and Equipment. Except as provided herein, the Contractor is responsible for all operating costs during the term of Contractor's use and operation of the vehicle(s), including but not limited to, the cost of fuel, oil, insurance, motor vehicle license, registration, and vehicle inspection fees.
- E. Repairs. Except as provided herein, Contractor shall maintain vehicles and equipment in a safe, clean and sanitary condition at Contractor's cost, ordinary wear and tear excepted. The Contractor shall maintain records of all vehicle maintenance for the period of time a vehicle is used and operated by Contractor.
- F. Annual Inspections. Recipient will have the right, at its cost, to conduct annual inspections on all vehicles utilized by the Contractor under this Contract. Any vehicle or equipment may be inspected upon reasonable advance notice by Recipient to Contractor to determine the operating condition of the vehicle or equipment and compliance with the terms of this Contract.
 - a. Surrender of Vehicle(s). Upon the termination of the Contract, the Contractor shall return the equipment to the Recipient in good condition and repair, allowing for normal wear and tear; provided, however, that if the vehicle and equipment has reach its maximum potential of its useful life of five (5) years,

and/or 100,000 miles, then Recipient shall accept the vehicle in its “as is” condition with no obligation for repair by Contractor. In addition, the Contractor may return a vehicle to recipient at any time with notice to the Recipient if the Contractor determines in its discretion that the cost of any repairs and/or maintenance resulting from ordinary use and wear and tear to a vehicle are not economically feasible or justified in light of the condition and/or remaining useful life of the vehicle. Upon termination of the Contract or upon surrender of the equipment of any other reason, Contractor shall return with the vehicle(s) all records for mechanical repairs and maintenance.

ORDINANCE NO. 19-118

INTRODUCED BY: Langshaw, Hannan, Petrusky

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICES AGREEMENT WITH MEDICOUNT MANAGEMENT, INC. TO PROVIDE BILLING SERVICES FOR EMS SERVICES PROVIDED BY THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton wishes to enter into a services agreement with Medicount Management, Inc. to provide billing services for EMS services provided by the City of North Royalton; and

WHEREAS: Council desires to authorize the Mayor to enter into this agreement.

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

Section 1. Council hereby authorizes the Mayor to enter into a services agreement with Medicount Management, Inc. to provide billing services for EMS services provided by the City of North Royalton pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. The Fire Chief is hereby authorized to send a certified copy of this Ordinance to Medicount Management, Inc.

Section 3. 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. 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 Mayor to enter into a services agreement with Medicount Management, Inc. to provide billing services for EMS services provided by the City of North Royalton.

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: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 19-119

INTRODUCED BY: Antoskiewicz, Petrusky, Marnecheck
Co-Sponsor: Langshaw

ORDINANCE NO. 19-119

INTRODUCED BY: Antoskiewicz, Petrusky, Marnecheck
Co-Sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UTILITY INC. FOR BODYWORN CAMERA AND VEHICLE VIDEO AND COMMUNICATIONS SYSTEMS FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$247,100.00, AND DECLARING AN EMERGENCY

WHEREAS: Council desires to authorize the purchase of Utility Inc. “BodyWorn” camera and vehicle video and communications systems, training and support services for the North Royalton Police Department; and

WHEREAS: The city seeks to obtain the equipment, training and support services offered through Utility Inc. without public bidding in conformity with the single-source procurement policy of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

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

Section 1. The Mayor is hereby authorized to enter into a five year, zero percent interest agreement with Utility Inc. for “BodyWorn” camera and vehicle video and communications systems for the North Royalton Police Department in an amount not to exceed \$247,100.00, with annual payments of \$49,420.00, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. 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 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare and for the further reason that it is immediately necessary in order to provide additional protection for the police and the public and for the preservation of evidence obtained in the lawful pursuit of the police function.

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: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



November 5, 2019

Public Safety Director - Bruce Campbell
North Royalton Police Department
14000 Bennett Road
North Royalton, Ohio 44133

Dear Director Campbell,

Utility Inc. is honored that your Department is considering our Company to provide its Officers with the BodyWorn™ and Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that Utility Inc. agrees to the following provisions as part of the service agreement that The North Royalton Police Department intends to enter into with our Company:

1. Price Proposal:

- a. BodyWorn Camera and Vehicle Video & Communications Systems to Support a Total of 35 Officers, 15 Vehicles with Video & Communications Systems, and 1 Interview Room
- b. Period of Agreement = 5 Years
- c. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, Support, and Rebates of (-\$74,600) for a period of Five (5) Years for: **\$247,100**
- d. Attachment A - (Quote 12465) outlines the details of the price proposal, with part numbers and associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

BodyWorn/Rocket IoT Vehicle Video/Communications/Camera triggers - Includes AVAILWeb™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.

Every Officer (Qty. 35) will be equipped with the following:

- a. One (1) BodyWorn™ Camera and Mount
- b. Any Combination of New BodyWorn-Ready Uniforms, not to Exceed a \$200 allotment credit per Officer
- c. Unlimited Existing Uniform Retrofits within 90 Days of Hardware Receipt, per Officer
- d. One (1) Holster Activation Sensor
- e. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- f. AvailWeb Video Management Software and Mapping Interface License
- g. Unlimited Download & Storage – Based on Department's Retention Policy
- h. Smart Redaction Software License
- i. BodyWorn Hardware Refresh at 37th Month of Contract
- j. Installation and Training – Onsite and Online Training Included
- k. Full Warranty

I. 24/7 Technical Support for the Life of the Contract (60 months)

Every Vehicle (Qty. 15) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front and Rear HD Cameras
- d. Tablet Video Interface
- e. Installation, Validation, and Configuration
- f. Full Warranty
- g. 24/7 Technical Support for the Life of the Contract (60 Months)

Every Interview Room (Qty. 1) will be equipped with the following:

- a. Rocket IoT™ Control Unit, DVR, and Communications Hub
- b. Two HD Cameras
- c. Interview Room Microphone
- d. Setup, Installation, Validation, and Configuration
- e. Full Warranty
- f. 24/7 Technical Support for the Life of the Contract (60 Months)

For high speed wireless video offload, Utility Inc. will provide one (1) Smart WayPoint. Normally, this is deployed at the primary offload location, or Headquarters. Should the Department wish to have alternate offload locations, additional Smart WayPoints can be purchased, installed, for \$3,500/ea. See (7) below for details about Smart WayPoint connectivity.

3. Installation Services: Outside the Scope of this Offer, any Additional Units will be Subject to the Following.

- Daily Rate Charges of \$1359/day are Applied at a Minimum of Two (2) Days for Installs of less than Ten (10) Vehicles, per Scheduled Visit

4. Service Level Agreement (SLA) and Termination for Convenience:

- a. The Service Level Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
- b. Details of the SLA are provided in Attachment (B).

5. Payment Terms and Options for Procurement of Goods: In consideration of the potential partnership between Utility and the North Royalton Police Department we would like to extend the following special payment terms for a direct purchase from Utility with a five-year term.

Direct Payment Option:

Payment 1: Paid Upon Signing of Contract	\$123,550
Payment 2: Paid Upon Receipt of all Hardware	\$61,775
Payment 3: Paid Upon Installation and Training	\$49,420
Payment 4: Paid Upon Final Acceptance and Approval	\$12,355

Total: \$247,100

Finance Payment Option:

Utility is pleased to partner with LCA Inc. to offer the North Royalton Police Department the option to completely upgrade its entire fleet and officer corps with the most advanced technology available to first responders; while spreading the cost over equal annual payments at **0% Interest**.

• Annual Payments in Years 1 through 5:

\$49,420/Yr.

To exercise this option, please complete and submit the application (Attachment C) to the following recipient at LCA:

LCA Inc., Attn: Joe Galo, ph: (800) 800-8098 x5110, email: jgalo@leasecorp.com

6. **Network Connectivity Via Smart WayPoint (Utility Access Point):** The Department is responsible for maintaining power and internet connectivity to the provided Smart WayPoint(s). The Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the Smart WayPoint to its own network. Upon execution of the contract, as part of the deployment process, a network assessment will be conducted of the Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Department should budget for an increase to their upload speed with their local carrier.

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at: (678) 799-0640 / vciera@utility.com

Respectfully,



Inside Sales Manager

Offer Acceptance by Authorized Official:

Title:

Date:

cc. John Watson, Business Manager



Attachment B - Service Level Agreement (SLA)

INTRODUCTION

This service agreement describes the levels of service that (the client) will receive from Utility (the supplier).

Purpose

The client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the supplier. Some of these items are of critical importance to the business.

This service agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
North Royalton Police Department	Utility Associates Inc.
14000 Bennett Road	250 E. Ponce De Leon Avenue, Suite 700
North Royalton, Ohio 44133	Decatur, Georgia 30030
	Key Contact: Vincent Chiera Jr. e-mail: vchiera@utility.com phone: 678-799-0640

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter dated November 5, 2019 and will run for the term of the agreement plus any extensions of such agreement. It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty. 35 Supplied by Utility	1
Bluetooth Media Controller	Qty. 35 Supplied by Utility	2



BodyWorn Holster Activation Sensor	Qty. 35 Supplied by Utility	2
AvailWeb	Qty. Unlimited Licenses Supplied by Utility	1
Rocket IoT Control Unit	Qty. 15 Supplied by Utility	2
Rocket IoT Front and Rear HD Cameras (2 Per Vehicle)	Qty. 15 Supplied by Utility	1
In-Car Video Tablet Interface	Qty. 15 Supplied by Utility	2
BodyWorn-Ready Uniforms	\$200 Uniform Allotment Credit, per Officer, Supplied by Utility	3
Rocket IoT Interview Room	Qty. 1 Supplied by Utility	2
Smart WayPoint Access Point	Qty. 1 Supplied by Utility	2

Exclusions

This agreement is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended**
- The client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This agreement does not apply in circumstances that could reasonably be said to be beyond the supplier's control. For instance: floods, war, acts of God and so on.

Regardless of the circumstances, Utility aims to be helpful and accommodating at all times and will do its absolute best to assist the client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The supplier will provide and maintain the system used by the client.

Additionally, the supplier will:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365

- Ensure relevant software, services and equipment are available to the client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the client at all times

Client Responsibilities

The client will use the supplier-provided system as intended.

The support contract between the supplier and the client includes full details of the system and its intended uses.

The client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a client approved third party or supplier provided access point, the client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the client should budget for an increase to their upload speed with their local carrier.

Additionally, the client will:

- Notify the supplier of issues or problems in a timely manner
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the supplier at all times

GUARANTEED RESPONSE TIMES

When a client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

Response Times

Utility provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by Utility personnel before they become an impact to the performance of the service. For support provided to the customer directly, Utility has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by Utility, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2 and from there to Tier 3, which is on-site technical support from a Utility field engineer.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours

3	4 Hours	4 Hours	8 Hours	16 Hours
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Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's systems are key to daily functions and must be functional in the field.

However, Utility is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor



Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. Help Desk Support Services are available 24 hours a day, seven days a week, operating in Eastern Standard Time. UA shall provide Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby



grants to Customer a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

2.3 Restrictions. Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Customer shall reimburse UA for the amount of any such Taxes. If Customer fails to pay any undisputed Fees within thirty (30) business days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to



repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which



access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information" means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is



required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.3 Non-Disclosure of Customer Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the



confidentiality of such logon identifiers and passwords. Customer agrees to (a) immediately notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 Vendor. The Vendor shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of the Vendor, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by the Vendor under this Contract; and (iii) use by the Vendor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Vendor or a third party) or the incorporation by the Vendor of intellectual property into the Services.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional one (1) year terms unless either party cancels such renewal by written notice to the other party. Either party may immediately terminate this Agreement in the event that: (a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement, (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity. In the event the Agreement is terminated under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. Either party may terminate this Agreement for any reason by providing at least thirty (30) days written notice to the other party. In the event Customer terminates the Agreement under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If UA terminates the Agreement under this provision, Customer is entitled to at least thirty (30) more days use of the Service, for which Customer will be responsible for all Fees. If UA terminates the Agreement and Customer



has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the date of such termination or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

(d) The Termination for Convenience Clause asserts that, with thirty (30) days written notice, the customer may rescind its contract for failure to perform, and will be refunded the balance of the contract, prorated for the period of use. Should the contract be cancelled, all video stored in the Evidence Management System will be provided to the Department for transfer to another vendor, in an industry standard format (.mp4).

(e) 3rd Party Financing; Termination. Should customer terminate their agreement with UA, any unused portion of the paid balance to a 3rd party financing company, pro-rated through the period of payment, would be refunded by UA to the customer.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Dekalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof. .

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications



to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of the client:

Signed: _____

Name: _____

Position: _____

Date: _____

Signed on behalf of the supplier:

Vincent Chiera Jr.

Inside Sales Manager

November 5, 2019

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH ROYALTON AND THE NORTH ROYALTON CITY SCHOOL DISTRICT AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton desires to continue to provide the services of a School Resource Officer to the North Royalton City School District; and
- WHEREAS: The School Resource Officer Program (SRO Program) is designed to clarify roles and expectations and formalize relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff and students, promote a safe and positive learning environment and decrease the number of students referred to the juvenile justice system; and
- WHEREAS: The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed and to reduce violent crime committed by and against youth in our community; and
- WHEREAS: The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff; SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities; and
- WHEREAS: The role of the SRO is not to enforce school discipline or punish students; SROs will serve as positive role models to instill in students' good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community; SROs will provide information on community resources available to students and parents; goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success; and
- WHEREAS: The City of North Royalton has agreed to provide for one School Resource Officer to fulfill this need; and
- WHEREAS: In order to outline the operational procedures and city responsibilities with respect to the School Resource Officer Program, the City of North Royalton and the North Royalton City School District entered into a School Resource Officer Memorandum of Understanding; and
- WHEREAS: The Council deems it necessary and in the best interest to the health, safety and welfare of all city residents to continue the School Resource Officer Program.

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

Section 1. The Council of the City of North Royalton finds and determines that it is in the best interest of the city to continue the School Resource Officer Program and authorizes the Mayor to execute the School Resource Officer Memorandum of Understanding with North Royalton City School District in the form attached hereto as Exhibit A.

Section 2. The Council of the City of North Royalton does hereby approve and authorize such funds as may be required for the School Resource Officer Program pursuant to the School Resource Officer Memorandum of Understanding.

Section 3. 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. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of the City of North Royalton for the reason that it is necessary to provide for protection of the students of the North Royalton City School District.

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: _____
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ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS: