

### CITY COUNCIL MEETING AGENDA NOVEMBER 6, 2023, AT 6:30 PM COUNCIL CHAMBERS

The City Council is provided background information for agenda items in advance by city staff, committees, and boards. Many decisions regarding agenda items are based upon this information, as well as: City policy and practices, input from constituents, questions or information that has not yet been presented or discussed regarding an agenda item. If you have a concern or question, please ask to be recognized by the mayor during the "Citizens addressing the Council" portion of the agenda.

- 1. Call Meeting to Order and Pledge of Allegiance
- 2. Roll Call
- 3. Approval of the Agenda
- 4. Citizens Addressing the Council State your name and address for the record. Please keep comments under 5 minutes. Individuals wishing to speak for more than five minutes should ask to be included on the agenda in advance. All comments are appreciated, but please refrain from personal or derogatory attacks on individuals.

### **CONSENT AGENDA**

- 5. Approval of Consent Agenda
  - A) Approval of Bills
  - B) October 16, 2023, City Council Meeting Minutes
  - C) Approval of new Fire Fighters: Nick Gillette, James Taylor, Samantha Gregory, Stephanie Manthey, and Marschall Robinson
  - D) Approval of Gambling Permit for the Arlington Area Chamber for Bingo on Dec. 1, 2023, for Arli-Dazzle

### **OLD BUSINESS**

6. Event Center and School Lift Station Generator Quotes

### **NEW BUSINESS**

- 7. Electric Cost of Service Study Results, Dave Berg Consulting, LLC
- 8. Arlington Fire Relief Update, Spencer Haggenmiller
- 9. City Lot Proposal, Peter Tuma
- 10. Body Worn & Squad Camera Quotes
- 11. Police Department Roof Repair Quotes
- 12. Snow Plowing Bids
- 13. St. Paul's Traffic Control Request
- 14. People Service, Contract Price Adjustment 2024
- 15. Earned Sick and Safe Time Policy
- 16. Secondary Health Insurance Plan Consideration
- 17. Arli- Dazzle Request for December 2, 2023

### **REPORTS OF OFFICERS, BOARDS AND COMMITTEES**

- 18. City Administrator Update, Jessica Steinke
- 19. City Attorney Update, Ken Janssen

### MISCELLANEOUS BUSINESS

20. City Administrator Six Month Performance Review (Closed portion of the meeting)

### ADJOURNMENT

### Payments

Payments Batcl	h 11-06-23 PAY	\$237,12	6.38			
Refer 15	793 AED SUPERS	TORE	_			
Cash Payment Invoice	E 202-42153-208	Training and Instruction	AMB- T	RAINING MANNEQUIN		\$1,196.95
Transaction Date	e 11/3/2023		Cash	10150	Total	\$1,196.95
Refer 15	794 ALEX AIR APP	ARATUS, INC.	_			
Cash Payment Invoice	E 201-42280-485	Gas and Repair Miscella	a FIRE- C	OMPRESSOR SERVICE & AN	IN. MAINT	\$2,044.88
Transaction Date	e 11/3/2023		Cash	10150	Total	\$2,044.88
Refer 15	795 AMAZON BUS	INESS				
Cash Payment Invoice	E 101-41400-200	Office Supplies	OCT- S	UPPLES & MATERIALS		\$58.01
Cash Payment Invoice	E 101-41910-218	Office Expense	OCT- S	UPPLES & MATERIALS		\$17.49
Cash Payment Invoice	E 101-42110-210	Operating Supplies	OCT- S	UPPLES & MATERIALS		\$16.98
Cash Payment Invoice	E 101-43000-200	Office Supplies	OCT- S	UPPLES & MATERIALS		\$3.74
Cash Payment Invoice	E 101-43000-485	Gas and Repair Miscella	a OCT- S	UPPLES & MATERIALS		\$24.98
Cash Payment Invoice	E 101-45500-206	Visual Materials - Library	y OCT- S	UPPLES & MATERIALS		\$39.91
Cash Payment Invoice	E 101-45500-212	Library Programming	OCT- S	UPPLES & MATERIALS		\$108.50
Cash Payment Invoice	E 101-45500-220	Repair/Maint Supply	OCT- S	UPPLES & MATERIALS		\$13.95
Cash Payment Invoice	E 202-42153-200	Office Supplies	OCT- S	UPPLES & MATERIALS		-\$23.58
Cash Payment Invoice	E 202-42153-217	Other Operating Supplie	OCT- S	UPPLES & MATERIALS		\$158.73
Transaction Date	e 11/3/2023		Cash	10150	Total	\$418.71
Refer 15	796 ARAMARK					
Cash Payment Invoice	E 101-42110-210	Operating Supplies	OCT- M	AT RENTALS		\$54.09
Cash Payment Invoice	E 101-45500-220	Repair/Maint Supply	OCT- M	AT RENTALS		\$21.89
Cash Payment Invoice	E 202-42153-217	Other Operating Supplie	OCT- M	AT RENTALS		\$31.16
Cash Payment Invoice	E 203-45000-410	Rentals	OCT- M	AT RENTALS		\$288.13
Transaction Date	e 11/3/2023		Cash	10150	Total	\$395.27
Refer 15	797 BANYON DAT	A SYSTEMS	_			
Cash Payment Invoice	E 101-41400-503	Computers/Software/We	NEW T	MECARD MODULE & VAULT	BACKUP	\$3,052.25
Cash Payment Invoice	E 601-49400-503	Computers/Software/We	e NEW TI	MECARD MODULE & VAULT	BACKUP	\$195.00
Cash Payment Invoice	E 603-49450-503	Computers/Software/We	e NEW TI	MECARD MODULE & VAULT	BACKUP	\$195.00
Cash Payment Invoice	E 604-49550-503	Computers/Software/We	NEW T	MECARD MODULE & VAULT	BACKUP	\$391.75

### Payments

Transaction Dat	e 11/3/2023		Cash	10150	Total	\$3,834.00
Refer 15	798 BAUER CONC	RETE	_			
Cash Payment	E 101-43000-224	Street Maint Materials	TWO CURE	B REPLACES (TREE REMO	OVAL)	\$3,487.50
Invoice						
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$3,487.50
Refer 15	799 BOLTON & ME	ENK, INC.	_			
Cash Payment Invoice	E 101-43000-303	Engineering Fees	SEPT- '24 I	MP & 2023 STREETS ENG		\$26,580.20
	E 401-43000-500	Capital Outlay	SEPT- '24 I	MP & 2023 STREETS ENG		\$387.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$26,967.20
Refer 15	800 CANON					
Cash Payment	E 101-41400-218	Office Expense	OCT- COPI	ER LEASE (OFFICE & PD)		\$116.19
Invoice Cash Payment Invoice	E 101-42110-218	Office Expense	OCT- COPI	ER LEASE (OFFICE & PD)		\$44.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$160.19
Refer 15		SEMENTS-POLICE D				
Cash Payment	E 101-42110-218		- OCT- PD P	OSTAGE & OFFICE SUPPI	LIES	\$57.62
Invoice Cash Payment	E 101-42110-322	·	OCT- PD P	OSTAGE & OFFICE SUPPI	IES	\$41.96
Invoice		. cougo				
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$99.58
Refer 15	802 CEDA		_			
Cash Payment Invoice	E 101-41910-300	Professional Srvs	4th QTR- P	&Z / EDA SERVICES		\$9,720.00
Cash Payment Invoice	E 101-46500-300	Professional Srvs	4th QTR- P	&Z / EDA SERVICES		\$2,430.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$12,150.00
Refer 15	803 CENGAGE LE	ARNING INC				
Cash Payment Invoice	E 101-45500-205	Print Materials - Library	OCT- LIBR	ARY MATERIALS		\$306.68
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$306.68
Refer 15	804 CENTERPOIN					
Cash Payment	E 101-41940-383			BILLS - 9/15-10/13/23		\$61.36
Invoice						
Cash Payment Invoice	E 101-42110-383	Gas Utilities	CITY GAS	BILLS - 9/15-10/13/23		\$11.67
Cash Payment Invoice	E 101-43000-383	Gas Utilities	CITY GAS	BILLS - 9/15-10/13/23		\$48.41
Cash Payment Invoice	E 101-45202-383	Gas Utilities	CITY GAS	BILLS - 9/15-10/13/23		\$20.99
Cash Payment Invoice	E 101-45500-383	Gas Utilities	CITY GAS	BILLS - 9/15-10/13/23		\$15.00
Cash Payment Invoice	E 201-42280-383	Gas Utilities	CITY GAS	BILLS - 9/15-10/13/23		\$22.40
Cash Payment Invoice	E 202-42153-383	Gas Utilities	CITY GAS	BILLS - 9/15-10/13/23		\$17.50

### Payments

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Cash Payment	E 203-45000-383	Gas Utilities	CITY GAS BILLS	6 - 9/15-10/13/23		\$78.88
Invoice Cash Payment	E 601-49400-383	Gas Utilities	CITY GAS BILLS	S - 9/15-10/13/23		\$35.82
Invoice Cash Payment	E 603-49450-383	Gas Utilities	CITY GAS BILLS	S - 9/15-10/13/23		\$65.00
Invoice	E 004 40550 202					¢45.00
Cash Payment Invoice	E 604-49550-383	Gas Utilities	CITY GAS BILLS	5 - 9/15-10/13/23		\$15.00
Transaction Date	e 11/3/2023		Cash	10150	Total	\$392.03
Refer 15	805 CITY OF ARLII	VGTON	-			
Cash Payment Invoice	E 101-41940-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$445.72
Cash Payment Invoice	E 101-42110-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$310.27
Cash Payment Invoice	E 101-43000-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$116.29
Cash Payment Invoice	E 101-43160-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$497.33
Cash Payment Invoice	E 101-45202-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$152.54
Cash Payment Invoice	E 101-45500-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$136.21
Cash Payment Invoice	E 201-42280-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$94.70
Cash Payment Invoice	E 202-42153-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$465.40
Cash Payment Invoice	E 203-45000-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$910.39
Cash Payment Invoice	E 601-49400-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$2,378.18
Cash Payment Invoice	E 603-49450-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$385.83
Cash Payment Invoice	E 603-49450-381	Electric & Heat Utilities	CITY UTILITY B	ILLS - 9/15-10/16/23		\$2,253.38
Transaction Date	e 11/3/2023		Cash	10150	Total	\$8,146.24
Refer 15	806 CONNOR CAN	1PBFI I				
		Training and Instruction	REIMB- PD EMP	R REFRESHER CLASS	FEE	\$195.00
Transaction Date	e 11/3/2023		Cash	10150	Total	\$195.00
Refer 15	807 CORPORATE	TECHNOLOGIES	-			
Cash Payment Invoice	E 101-41400-503	Computers/Software/W	e OCT-NOV- MICI	ROSOFT 365 CONTRA	СТ	\$535.20
Transaction Date	e 11/3/2023		Cash	10150	Total	\$535.20
Refer 15	808 CREATIVE FO	RMS & CONCEPTS				
Cash Payment Invoice	E 101-41400-354	Other Print/Binding	2023 YE TAX FO	ORMS		\$164.70
Transaction Date	e 11/3/2023		Cash	10150	Total	\$164.70
Refer 15 Cash Payment Invoice		NASSOCIATES, INC. Professional Srvs	2023 COMPENS	SATION STUDY		\$5,737.50

### Payments

Cash Payment	E 202-42153-300	Professional Srvs	2023 COMPENSA	TION STUDY		\$1,147.50
Invoice Cash Payment Invoice	E 203-45000-300	Professional Srvs	2023 COMPENSA	TION STUDY		\$765.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$7,650.00
Refer 15	810 DELTA DENTA	AL OF MINNESOTA				
Cash Payment Invoice	G 101-21711 Hea		NOV- PED. DENTA	AL INS.		\$57.00
Cash Payment Invoice	E 101-42110-131	Employer Paid Health/L	if NOV- PED. DENTA	AL INS.		\$85.50
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$142.50
Refer 15	811 DOUG MACKE	ENTHUN				
Cash Payment Invoice		Training and Instruction	REIMB- FIRE CHIE	EF CONF. HOTEL (3)		\$2,528.61
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$2,528.61
Refer 15	812 EXPERT BILLI	ING				
Cash Payment Invoice	E 202-42153-301	Auditing and Acct g Set	rv AUG- AMB. BILLIN	IG SERVICES		\$168.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$168.00
Refer 15	813 GAVIN-JANSS	EN-STABENOW-MOL				
Cash Payment	E 101-41600-304	Legal Fees	AUG-SEPT- CITY a	& PROSECUTION FE	ES	\$1,740.00
Cash Payment Invoice	E 101-42110-304	Legal Fees	AUG-SEPT- CITY a	& PROSECUTION FE	ES	\$2,193.75
Cash Payment Invoice	E 204-46550-304	Legal Fees	AUG-SEPT- CITY a	& PROSECUTION FE	ES	\$1,015.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$4,948.75
Refer 15	814 GAYLORD GP	ΊL				
Cash Payment Invoice	E 101-42110-208	Training and Instruction	PD- ANNUAL MEN	IBERSHIP		\$75.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$75.00
Refer 15	815 GOPHER STA	TE ONE CALL				
Cash Payment Invoice	E 604-49550-637	Service Locations	OCT- LOCATE TIC	KETS		\$319.95
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$319.95
Refer 15	816 GRAND K, LLC	0				
Cash Payment Invoice	E 101-43000-488		OCT- STUMP REM	IOVAL & CLEANUP		\$2,580.00
Cash Payment Invoice	E 101-45202-300	Professional Srvs	OCT- STUMP REM	10VAL & CLEANUP		\$1,105.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$3,685.00
Refer 15	817 GREEN CARE					
Cash Payment Invoice	E 101-45202-220	Repair/Maint Supply	MEMORIAL PARK	& CC- SPRKLR SHU	TDOWN	\$88.00
Cash Payment Invoice	E 203-45000-401	Repairs/Maint Buildings	MEMORIAL PARK	& CC- SPRKLR SHU	TDOWN	\$121.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$209.00
Refer 15	818 HAGGENMILL	ER LUMBER/SNOW				
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### Payments

Cash Payment Invoice	E 101-43000-210	Operating Supplies	OCT- B	OBCAT RENTAL, FD BATTEF	RIES	\$14.99
Cash Payment Invoice	E 101-43000-224	Street Maint Materials	OCT- B	OBCAT RENTAL, FD BATTEF	RIES	\$75.00
Cash Payment	E 201-42280-211	Batteries	OCT- B	OBCAT RENTAL, FD BATTEF	RIES	\$118.68
Invoice Transaction Date	e 11/3/2023		Cash	10150	Total	\$208.67
		24/4/	Cash	10150	Total	φ200.07
	819 HERALD JOUR			D PUBLISHING & LIB. SUBSC		¢204.00
Cash Payment Invoice						\$204.00
Cash Payment Invoice	E 201-42280-430	Miscellaneous	OCT. FI	D PUBLISHING & LIB. SUBSC	RIPTION	\$744.48
Cash Payment Invoice	E 101-45500-210	Operating Supplies	OCT. FI	D PUBLISHING & LIB. SUBSC	RIPTION	\$49.00
Transaction Date	e 11/3/2023		Cash	10150	Total	\$997.48
Refer 15	820 HOWARD MAI	RC GREY				
Cash Payment Invoice			REIMB-	FD FIRE PREV. SCHOOL MA	ATERIALS	\$390.00
Transaction Date	e 11/3/2023		Cash	10150	Total	\$390.00
Refer 15	821 INGRAM LIBR	ARY SERVICES				
Cash Payment Invoice	E 101-45500-205	Print Materials - Library	OCT- LI	BRARY MATERIALS		\$441.36
Transaction Date	e 11/3/2023		Cash	10150	Total	\$441.36
Refer 15	822 JEREMY OLS	ON				
Cash Payment Invoice		Professional Srvs	GRAVE	DIGGER- STENZEL & SOREI	NSON	\$525.00
Cash Payment	E 207-49990-300	Professional Srvs	GRAVE	DIGGER- STENZEL & SOREI	NSON	\$850.00
Transaction Date	e 11/3/2023		Cash	10150	Total	\$1,375.00
Refer 15	823 KLEHR GRAD	ING				
Cash Payment	E 101-43000-487	Grading Streets/Alleys	SUMME	R ROAD GRADING		\$920.00
Transaction Date	e 11/3/2023		Cash	10150	Total	\$920.00
Refer 15	824 L&E TREE SE	RVICE				
Cash Payment Invoice	E 101-43000-488		BLVD T	REE REMOVALS		\$3,500.00
Transaction Date	e 11/3/2023		Cash	10150	Total	\$3,500.00
Refer 15	825 MADISON NAT	TIONAL LIFE				
Cash Payment Invoice			- if NOV- D	ISABILITY INS. PREMIUMS		\$6.15
Cash Payment Invoice	E 101-42110-131	Employer Paid Health/L	if NOV- D	ISABILITY INS. PREMIUMS		\$16.40
Cash Payment	E 101-43000-131	Employer Paid Health/L	if NOV- D	ISABILITY INS. PREMIUMS		\$8.20
Invoice Cash Payment	E 101-45500-131	Employer Paid Health/L	if NOV- D	ISABILITY INS. PREMIUMS		\$4.10
Invoice Cash Payment Invoice	E 202-42153-131	Employer Paid Health/L	if NOV- D	ISABILITY INS. PREMIUMS		\$8.20

### **Payments**

Cash Payment Invoice	E 203-45000-131	Employer Paid Health/L	if NOV- DISABILITY II	NS. PREMIUMS		\$1.03
Cash Payment	E 604-49550-131	Employer Paid Health/L	if NOV- DISABILITY II	NS. PREMIUMS		\$5.12
Invoice Transaction Dat	e 11/3/2023		Cash	10150	Total	\$49.20
Defer 15						
Refer 15 Cash Payment Invoice	826 MATHESON T E 101-43000-210	Operating Supplies	OCT- SHOP TANK	RENTALS		\$132.62
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$132.62
Refer 15	827 McKESSON M	IEDICAL-SURGICAL				
Cash Payment Invoice		Other Operating Supplie	- e AMB- SUPPLIES			\$442.95
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$442.95
Refer 15	828 MCLEOD PUB	IISHING				
Cash Payment		Legal Notices Publishin	- a SEPT- PUBLISHING	3		\$205.76
Invoice Cash Payment	E 201-42280-430	-	SEPT- PUBLISHING			\$117.24
Invoice Cash Payment	E 203-45000-340		SEPT- PUBLISHING			\$222.33
Invoice	200 40000 040	Advertising	OEI I I OBEIOI III (			<i><b>Q</b>222.00</i>
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$545.33
Refer 15	829 MEDIACOM					
Cash Payment Invoice	E 101-41400-321	Telephone	NOV- CITY INTERN	IET & SOME PHONE	S	\$366.34
Cash Payment Invoice	E 101-42110-321	Telephone	NOV- CITY INTERN	IET & SOME PHONE	S	\$265.26
Cash Payment Invoice	E 101-43000-321	Telephone	NOV- CITY INTERN	IET & SOME PHONE	S	\$136.90
Cash Payment Invoice	E 101-45500-321	Telephone	NOV- CITY INTERN	IET & SOME PHONE	S	\$48.46
Cash Payment Invoice	E 201-42280-321	Telephone	NOV- CITY INTERN	IET & SOME PHONE	S	\$123.46
Cash Payment Invoice	E 202-42153-321	Telephone	NOV- CITY INTERN	IET & SOME PHONE	S	\$244.44
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$1,184.86
Refer 15	830 MICHAEL FRE	DERICK				
Cash Payment Invoice		Print Materials - Library	LIB- BOOKS			\$50.00
Transaction Dat	te 11/3/2023		Cash	10150	Total	\$50.00
Refer 15	831 MICRO MARK	ETING				
Cash Payment Invoice	E 101-45500-206	Visual Materials - Librar	y LIBRARY- AUDIO B	OOKS		\$146.14
Transaction Dat	te 11/3/2023		Cash	10150	Total	\$146.14
Refer 15	832 MINI BIFF, LLO	0				
Cash Payment	E 101-45202-418		OCT- PARK TOILET	ſS		\$818.04
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$818.04
Refer 15	833 MINNESOTA L	IFE	-			

### Payments

Cash Payment G 101-21706 Life Insurances NOV- LIFE INS. PREMIUMS Invoice	\$49.20
	\$10.E0
Cash Payment E 101-41400-131 Employer Paid Health/Lif NOV- LIFE INS. PREMIUMS Invoice	\$6.95
Cash Payment E 101-42110-131 Employer Paid Health/Lif NOV- LIFE INS. PREMIUMS Invoice	\$17.00
Cash Payment E 101-43000-131 Employer Paid Health/Lif NOV- LIFE INS. PREMIUMS Invoice	\$8.50
Cash Payment E 101-45500-131 Employer Paid Health/Lif NOV- LIFE INS. PREMIUMS Invoice	\$4.25
Cash Payment E 202-42153-131 Employer Paid Health/Lif NOV- LIFE INS. PREMIUMS Invoice	\$8.50
Cash Payment E 203-45000-131 Employer Paid Health/Lif NOV- LIFE INS. PREMIUMS Invoice	\$1.06
Cash Payment E 604-49550-131 Employer Paid Health/Lif NOV- LIFE INS. PREMIUMS Invoice	\$5.31
Transaction Date 11/3/2023 Cash 10150 Total	\$100.77
Refer 15834 MINNESOTA VALLEY ELECTRIC C	
Cash Payment E 101-45202-381 Electric & Heat Utilities SEPT- SPORTSMANS PARK ELEC BILL Invoice	\$24.25
Transaction Date 11/3/2023 Cash 10150 Total	\$24.25
Refer 15835 MJM MEDICAL DIRECTION SERVIC	
Cash Payment E 202-42153-300 Professional Srvs NOV- AMB. MEDICAL DIRECTOR FEE	\$500.00
Invoice Transaction Date 11/3/2023 Cash 10150 <b>Total</b>	\$500.00
Refer 15836 MN BUREAU OF CRIMINAL APPRE	
Cash Payment E 101-42110-210 Operating Supplies PD- ANNUAL BCA ACCESS FEE Invoice	\$600.00
Transaction Date 11/3/2023 Cash 10150 Total	\$600.00
Refer 15837 NUESSMEIER ELECTRIC	
Cash Payment E 604-49550-636 Supplies & Repairs SECURITY LIGHT REPAIRS Invoice	\$616.21
Transaction Date 11/3/2023 Cash 10150 Total	\$616.21
Refer 15838 OPG-3 INC.	
Cash Payment E 101-41400-218 Office Expense ANNUAL LASERFICHE LICENSING Invoice	\$1,646.00
Transaction Date 11/3/2023 Cash 10150 <b>Total</b>	\$1,646.00
Refer 15839 PEEPS REPAIR	
Cash Payment E 101-43000-485 Gas and Repair Miscella TRUCKS MAINT. & SLUDGE TANK REPAIRS Invoice	\$1,604.08
Cash Payment E 603-49450-485 Gas and Repair Miscella TRUCKS MAINT. & SLUDGE TANK REPAIRS Invoice	\$1,811.90
Transaction Date 11/3/2023 Cash 10150 Total	\$3,415.98
Refer 15840 PEOPLE SERVICE, INC.	
Cash Payment E 601-49400-180 Operator Contract NOV- W/WW SERVICES	\$11,000.00
Cash Payment         E 602-49450-180         Operator Contract         NOV- W/WW SERVICES           Invoice         Nover the second s	\$740.00

### Payments

Cash Payment	E 603-49450-180	Operator Contract	NOV- W/V	VW SERVICES		\$13,250.00
Invoice Cash Payment	E 603-49450-392	Testing	NOV- W/V	VW SERVICES		\$190.90
Invoice Transaction Dat	e 11/3/2023		Cash	10150	Total	\$25,180.90
Defen 45						
Refer 15 Cash Payment	842 QUALITY FLO E 603-49450-408	· · · · · · · · · · · · · · · · · · ·	- n, BROOKS	ST. LIFT STATION REHAB		\$88,824.00
Invoice						
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$88,824.00
Refer 15	843 READY WATT	ELECTRIC	-			
Cash Payment Invoice	E 101-42500-636	Supplies & Repairs	FIRE HAL	L SIREN CONTROL BOARD	REPAIR	\$2,560.00
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$2,560.00
Refer 15	844 RENVILLE SIB	LEY SANITATION				
Cash Payment Invoice	E 101-41940-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$49.15
Cash Payment Invoice	E 101-42110-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$11.10
Cash Payment Invoice	E 101-43000-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$87.08
Cash Payment	E 101-43000-385	Recycling	OCT- CIT	Y GARBAGE & RECYCLING		\$628.00
Invoice Cash Payment	E 101-45202-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$168.90
Invoice Cash Payment	E 101-45500-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$22.50
Invoice Cash Payment	E 201-42280-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$19.00
Invoice Cash Payment	E 202-42153-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$11.40
Invoice Cash Payment Invoice	E 203-45000-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$106.45
Cash Payment Invoice	E 603-49450-384	Refuse/Garbage Dispos	OCT- CIT	Y GARBAGE & RECYCLING		\$71.65
Transaction Dat	e 11/3/2023		Cash	10150	Total	\$1,175.23
Refer 15	845 SIBLEY COUN	ITY DAC				
Cash Payment	E 101-41940-219		OCT. CLE	ANING & 10/31 UB BILL STU	FFING	\$243.95
Invoice Cash Payment	E 203-45000-300	Professional Srvs	OCT. CLE	ANING & 10/31 UB BILL STU	FFING	\$243.95
Invoice Cash Payment	E 604-49550-218	Office Expense	OCT. CLE	ANING & 10/31 UB BILL STU	FFING	\$115.68
Invoice Transaction Dat	e 11/3/2023		Cash	10150	Total	\$603.58
Refer 15	846 SIBLEV COUN	ITY SHERIFF S DEPT.				
Cash Payment		Training and Instruction	PD- SHO	DT HOUSE TRAINING		\$300.00
Invoice Transaction Dat	e 11/3/2023		Cash	10150	Total	\$300.00
Pofor 45						
Refer 15	847 ST. LOUIS MR	0, 1110.	-			

### Payments

Cash Payment	E 101-43000-396	Safety Program & Equip	ANNUAL DRUG PO	OL CLEARING HOU	SE FEE	\$50.00
Invoice Transaction Date	e 11/3/2023		Cash	10150	Total	\$50.00
			Cash	10130	lotai	ψ00.00
Refer 158 Cash Payment Invoice	848 STERICYCLE E 101-41940-384	Refuse/Garbage Dispos	OFFICE SHEDDING	GONTAINER/1st 2 I	MTHS	\$120.00
Transaction Date	e 11/3/2023		Cash	10150	Total	\$120.00
Refer 158	849 THOMES BRO	THERS HARDWARE				
Cash Payment Invoice	E 101-41400-218	· · ·	OCT- MISC ITEMS,	WWTP W/H		\$171.37
Cash Payment Invoice	E 101-41940-220	Repair/Maint Supply	OCT- MISC ITEMS,	WWTP W/H		\$215.05
Cash Payment Invoice	E 101-43000-210	Operating Supplies	OCT- MISC ITEMS,	WWTP W/H		\$16.97
Cash Payment Invoice	E 101-43000-420	Shop Equipment	OCT- MISC ITEMS,	WWTP W/H		\$46.99
Cash Payment Invoice	E 101-45202-220	Repair/Maint Supply	OCT- MISC ITEMS,	WWTP W/H		\$42.98
Cash Payment Invoice	E 201-42280-210	Operating Supplies	OCT- MISC ITEMS,	WWTP W/H		\$25.97
Cash Payment Invoice	E 201-42280-211	Batteries	OCT- MISC ITEMS,	WWTP W/H		\$207.30
Cash Payment Invoice	E 201-42280-396	Safety Program & Equip	OCT- MISC ITEMS,	WWTP W/H		\$199.90
Cash Payment Invoice	E 201-42280-485	Gas and Repair Miscella	OCT- MISC ITEMS,	WWTP W/H		\$31.97
Cash Payment Invoice	E 202-42153-217	Other Operating Supplie	OCT- MISC ITEMS,	WWTP W/H		\$32.46
Cash Payment Invoice	E 203-45000-406	Repairs, Supplies & Oth	OCT- MISC ITEMS,	WWTP W/H		\$263.76
Cash Payment Invoice	E 603-49450-409	Rep/Sup-WW Facility	OCT- MISC ITEMS,	WWTP W/H		\$609.99
Transaction Date	e 11/3/2023		Cash	10150	Total	\$1,864.71
Refer 158	350 TRUGREEN		_			
Cash Payment Invoice	E 101-43000-216	Chemicals and Chem Pr	FALL LAWN TREAT	MENTS		\$291.78
Cash Payment Invoice	E 101-45202-216	Chemicals and Chem Pr	FALL LAWN TREAT	MENTS		\$179.64
Cash Payment Invoice	E 203-45000-406	Repairs, Supplies & Oth	FALL LAWN TREAT	MENTS		\$334.63
Cash Payment Invoice	E 603-49450-636	Supplies & Repairs	FALL LAWN TREAT	MENTS		\$170.84
Transaction Date	e 11/3/2023		Cash	10150	Total	\$976.89
Refer 158	851 U.S. BANK - C	REDIT CARD				
Cash Payment Invoice	E 101-42110-417	Uniforms/Outerwear	OCT- MISC CHARG	ES		\$32.20
Cash Payment Invoice	E 101-42110-480	Gas & Repair-Police Car	OCT- MISC CHARG	ES		\$20.40
Cash Payment Invoice	E 101-42110-503	Computers/Software/We	OCT- MISC CHARG	ES		\$10.68

### Payments

Cash Payment E 101-43000-420 Shop Equipm	ient OCT- MIS	C CHARGES		\$865.96
Invoice				¢20.00
Cash Payment E 101-43000-733 Reimbursible Invoice	Expense OCT-MIS	C CHARGES		\$30.29
Cash Payment E 202-42153-208 Training and	Instruction OCT- MIS	C CHARGES		\$91.31
Invoice				
Cash Payment E 202-42153-396 Safety Progra	am & Equip OCT- MIS	C CHARGES		\$34.43
Invoice				
Cash Payment E 202-42153-401 Repairs/Mair Invoice	t Buildings OCT- MIS	C CHARGES		\$362.96
Transaction Date 11/3/2023	Cash	10150	Total	\$1,448.23
		10130	. • • •	ψ1,440.20
Refer 15852 UNITED FARMERS COOPE Cash Payment E 603-49450-485 Gas and Rep				\$265.15
Invoice				φ205.15
Transaction Date 11/3/2023	Cash	10150	Total	\$265.15
Refer 15853 VERIZON WIRELESS				
Cash Payment E 101-42110-321 Telephone	NOV- CEL	L PHONE & TABLET C	HARGES	\$292.00
Invoice				
Cash Payment E 202-42153-321 Telephone	NOV- CEL	L PHONE & TABLET C	HARGES	\$183.28
Invoice				
Cash Payment E 604-49550-321 Telephone	NOV- CEL	L PHONE & TABLET C	HARGES	\$35.44
Invoice	Cash	10150	Tetal	¢540.70
Transaction Date 11/3/2023	Cash	10150	Total	\$510.72
Refer 15854 W.W. GOETSCH ASSOCIAT				<b>•</b>
Cash Payment E 603-49450-409 Rep/Sup-WV Invoice	/ Facility VVV IP- R	EPLACEMENT RAS PL	IMP	\$14,921.17
Transaction Date 11/3/2023	Cash	10150	Total	\$14,921.17
	Oddin	10130	. otai	ψ14,521.17
Fund Summary	10150			
101 Connerel Fund	10150 (			
101 General Fund	\$80,190			
201 Fire Fund	\$6,872			
202 Ambulance Fund	\$5,081			
203 Community Center Fund	\$3,336			
204 EDA Loan Programs Fund	\$1,015			
207 Cemetery Fund	\$1,375			
401 Capital Equipment Fund	\$387			
601 Water Fund	\$13,609			
602 Sewer Fund	\$740			
603 AGI Sewer Fund	\$123,014			
604 Electric Fund	\$1,504			
	\$237,126	5.38		
Pre-Written Checks	\$0.00			
Checks to be Generated by the Computer	\$0.00 \$237,126.38			
Total	φ_0., 120.00			
	\$237,126.38			

11/03/23 1:31 PM Page 1

### \*Check Summary Register©

10150 Unposted

	Name	Check Date	Check Amt	
10150 Cash				
Unposted	AED SUPERSTORE	11/3/2023	\$1,196.95	
Unposted	ALEX AIR APPARATUS, INC.	11/3/2023	\$2,044.88	
Unposted	AMAZON CAPITAL SERVICES	11/3/2023	\$418.71	
Unposted	ARAMARK	11/3/2023	\$395.27	
Unposted	BANYON DATA SYSTEMS	11/3/2023	\$3,834.00	
Unposted	BAUER CONCRETE	11/3/2023	\$3,487.50	
Unposted	BOLTON & MENK, INC.	11/3/2023	\$26,967.20	
Unposted	CANON FINANCIAL SERVICES, I	11/3/2023	\$160.19	
Unposted	CASH DISBURSEMENTS-POLICE	11/3/2023	\$99.58	
Unposted	CEDA	11/3/2023	\$12,150.00	
Unposted	CENGAGE LEARNING INC.	11/3/2023	\$306.68	
Unposted	CENTERPOINT ENERGY	11/3/2023	\$392.03	
Unposted	CITY OF ARLINGTON	11/3/2023	\$8,146.24	
Unposted	CONNOR CAMPBELL	11/3/2023	\$195.00	
Unposted	CORPORATE TECHNOLOGIES, L	11/3/2023	\$535.20	
Unposted	CREATIVE FORMS & CONCEPTS	11/3/2023	\$555.20 \$164.70	
•			• . • . • .	
Unposted	DAVID DROWN ASSOCIATES, IN	11/3/2023	\$7,650.00	
Unposted	DELTA DENTAL OF MINNESOTA	11/3/2023	\$142.50	
Unposted		11/3/2023	\$2,528.61	
Unposted	EXPERT BILLING, LLC	11/3/2023	\$168.00	
Unposted	GAVIN-JANSSEN-STABENOW-M	11/3/2023	\$4,948.75	
Unposted	GAYLORD GPL	11/3/2023	\$75.00	
Unposted	GOPHER STATE ONE CALL	11/3/2023	\$319.95	
Unposted	GRAND K, LLC	11/3/2023	\$3,685.00	
Unposted	GREEN CARE	11/3/2023	\$209.00	
Unposted	HAGGENMILLER LUMBER/SNOW	11/3/2023	\$208.67	
Unposted	HERALD JOURNAL	11/3/2023	\$997.48	
Unposted	HOWARD MARC GREY or TERES	11/3/2023	\$390.00	
Unposted	INGRAM LIBRARY SERVICES	11/3/2023	\$441.36	
Unposted	JEREMY OLSON	11/3/2023	\$1,375.00	
Unposted	KLEHR GRADING	11/3/2023	\$920.00	
Unposted	L&E TREE SERVICE	11/3/2023	\$3,500.00	
Unposted	MADISON NATIONAL LIFE INS. C	11/3/2023	\$49.20	
Unposted	MATHESON TRI-GAS INC.	11/3/2023	\$132.62	
Unposted	McKESSON MEDICAL-SURGICAL	11/3/2023	\$442.95	
Unposted	MCLEOD PUBLISHING	11/3/2023	\$545.33	
Unposted	MEDIACOM	11/3/2023	\$1,184.86	
Unposted	MICHAEL FREDERICK	11/3/2023	\$50.00	
Unposted	MICRO MARKETING	11/3/2023	\$146.14	
Unposted	MINI BIFF, LLC	11/3/2023	\$818.04	
Unposted	MINNESOTA LIFE	11/3/2023	\$100.77	
Unposted	MINNESOTA VALLEY ELECTRIC	11/3/2023	\$24.25	
Unposted	MJM MEDICAL DIRECTION SERV	11/3/2023	\$500.00	
Unposted	MN BUREAU OF CRIMINAL	11/3/2023	\$600.00	
Unposted	NUESSMEIER ELECTRIC	11/3/2023	\$616.21	
Unposted	OPG-3 INC.	11/3/2023	\$1,646.00	
Unposted	PEEPS REPAIR	11/3/2023		
	PEEPS REPAIR PEOPLE SERVICE INC.		\$3,415.98 \$25,180,90	
Unposted		11/3/2023	\$25,180.90	
Unposted	QUALITY FLOW SYSTEMS, INC.	11/3/2023	\$88,824.00	
Unposted		11/3/2023	\$2,560.00	
Unposted	RENVILLE SIBLEY SANITATION	11/3/2023	\$1,175.23	
Unposted	SIBLEY COUNTY DAC	11/3/2023	\$603.58	
Unposted	SIBLEY COUNTY SHERIFF'S DEP		\$300.00	
Unposted	ST. LOUIS MRO, INC.	11/3/2023	\$50.00	

### \*Check Summary Register©

10150 Unposted

	Name	Check Date	Check Amt
Unposted	STERICYCLE	11/3/2023	\$120.00
Unposted	THOMES BROTHERS INC.	11/3/2023	\$1,864.71
Unposted	TRUGREEN PROCESSING CENT	11/3/2023	\$976.89
Unposted	U.S. BANK	11/3/2023	\$1,448.23
Unposted	UNITED FARMERS COOPERATIV	11/3/2023	\$265.15
Unposted	VERIZON WIRELESS	11/3/2023	\$510.72
Unposted	W.W. GOETSCH ASSOCIATES	11/3/2023	\$14,921.17
		Total Checks	\$237,126.38
PAID	Elec Rebates		8,111.20
<i>z</i>	· · · · · · · · · · · · · · · · · · ·	Total:	\$245,237.58

Fund Summary

i una Summary	
•	10150 Cash
101 General Fund	\$80,190.32
201 Fire Fund	\$6,872.59
202 Ambulance Fund	\$5,081.59
203 Community Center Fund	\$3,336.61
204 EDA Loan Programs Fund	\$1,015.00
207 Cemetery Fund	\$1,375.00
401 Capital Equipment Fund	\$387.00
601 Water Fund	\$13,609.00
602 Sewer Fund	\$740.00
603 AGI Sewer Fund	\$123,014.81
604 Electric Fund	\$1,504.46
	\$237,126.38



### CITY COUNCIL MEETING MINUTES OCTOBER 16, 2023, AT 6:30 PM COUNCIL CHAMBERS

The City Council is provided background information for agenda items in advance by city staff, committees, and boards. Many decisions regarding agenda items are based upon this information, as well as: City policy and practices, input from constituents, questions or information that has not yet been presented or discussed regarding an agenda item. If you have a concern or question, please ask to be recognized by the mayor during the "Citizens addressing the Council" portion of the agenda.

- 1. Call Meeting to Order and Pledge of Allegiance-*Meeting was called to order by Mayor Scharpe at 6:30 pm.*
- 2. Roll Call-

Members Present- Mayor Matthew Scharpe, Councilmembers Dave Meyer, John Thomes, Curtis Ling, Christina Litfin, Jeff Matz (arrived at 6:31 pm)

Members Absent-None

Staff Present- City Administrator Jessica Steinke, Ambulance Manager Jaime Weikle

Guests Present- Kurt Menk of Arlington Enterprise, Lee Ortloff of PeopleService

3. Approval of the Agenda-

Thomes made a motion to approve the agenda with the addition of item 14a. Ling seconded. Motion carried with all voting in favor.

4. Citizens Addressing the Council

State your name and address for the record. Please keep comments under 5 minutes. Individuals wishing to speak for more than five minutes should ask to be included on the agenda in advance. All comments are appreciated, but please refrain from personal or derogatory attacks on individuals. No one addressed the Council.

### **CONSENT AGENDA**

- 5. Approval of Consent Agenda
  - A) Approval of Bills
  - B) October 2, 2023, City Council Meeting Minutes

Meyer made a motion to approve the consent agenda. Litfin seconded. Motion carried with all voting in favor.

### **OLD BUSINESS**

- 6. DDA Market Study & Comp Plan- Steinke answered a question regarding how the structure would work. Meyer made a motion to approve the new salary structure starting January 1, 2024. Thomes seconded. Motion carried with all voting in favor.
- Summary Publication of Special Vehicle Ordinance 346-Thomes made a motion to approve the summary publication of special vehicle ordinance 346. Ling seconded. Motion carried with all voting in favor.

### **NEW BUSINESS**

- 8. School Lift Station Generator Quote, Lee Ortloff- Ortloff gave an update on the generator by the school. He also said that there are multiple generators that will need to be looked at. The one at the Event Center is the same age and same generator. The thought was to price out two generators right away, one to be replaced by the school and the other for the Event Center. This was the general consensus of the Council.
- 9. WTP Rehab Update, Lee Ortloff Ortloff gave an update on the WTP.

### 10. Paya, Nuvei Online Portal-

Thomes made a motion to move forward with the Paya Nuvei online payment portal. Litfin seconded. Motion carried with all voting in favor.

- Resolution 37-2023-Resolution for a Combined Polling Place Thomes made a motion to approve Resolution 37-2023. Ling seconded. Motion carried. Matz, Thomes, Meyer, Litfin, Ling voted in favor. None against. None abstained. None were absent.
- 12. Resolution 38-2023- Designating Funds for the Ambulance Tough Books Meyer made a motion to approve Resolution 38-2023. Litfin seconded. Motion carried. Ling, Litfin, Meyer, Thomes, Matz voted in favor. None against. None abstained. None were absent.
- 13. Resolution 39-2023-Resolution accepting a Donation and Designating its Use Litfin made a motion to approve Resolution 39-2023. Meyer seconded. Motion carried. Thomes, Ling, Litfin, Matz, Meyer voted in favor. None against. None abstained. None were absent.
- 14. Statement of Funds, September 2023- *Steinke will be getting this for the Council every month.*
- 14a. Nuessmeier Electric Quote for Fire Hall for \$5182- Meyer made a motion approve the from Nuessmeier Electric. Thomes seconded. Motion carried with all voting in favor.

### **REPORTS OF OFFICERS, BOARDS AND COMMITTEES**

15. September PD Report, Written Report- Written report was submitted.

- 16. People's Service, Written Reports- Written report was submitted.
- 17. City Administrator Update, Jessica Steinke- Steinke updated the Council regarding Dave Berg giving an update at the electrical committee meeting, working with McLeod Power Coop regarding mapping, training with office staff on utility billing, cross training with office staff, city lot proposal, email address update coming, AMBA homes update, city staff safety training, implementing time card software, and 170 permits to date for permits relating to the August storm. Consensus from the Council to have a workshop on Nov. 6<sup>th</sup> prior to the regular Council meeting at 5:30 pm. Steinke also updated the Council about the 22-acre area that the EDA has for sale.
- 18. City Attorney Update, Ken Janssen- No update as Attorney Janssen was not in attendance.

### MISCELLANEOUS BUSINESS ADJOURNMENT

Thomes made a motion to adjourn the meeting at 7:13 pm. Litfin seconded. Motion carried with all voting in favor.

City Administrator Jessica Steinke

Mayor Matthew Scharpe

DATE: PROPOSAL NO.		ZIEGLER Power Systems	8050 Cty Rd 101, Shakopee, MN 55379 Salesperson: Telephone: Email:
Purchaser: Address:		RE: Proj	ect Location:
City, State, Zip:		Add	ress:
Contact Name:		City	, State, Zip:
Phone:	Email:		
WE PRC	POSE TO FURNISH IN A	CCORDANCE WITH THE F	OLLOWING SPECIFICATIONS AND TERMS.
EQUIPMENT: Quantity:	Model: Ra	ting: Voltage:	Circuit Breaker:

### PRODUCT WARRANTY (copy included):

### SERVICES (the "Services"):

**OTHER EQUIPMENT:** 

<u>Commissioning</u>: by Ziegler by Other <u>Installation</u>: by Ziegler by Other <u>Operator Training</u>: by Ziegler (at end of start-up) SERVICES:

CUSTOM ORDER: *I	* TOTAL PRICE PACKAGE: \$ * Price does not include state or local sales and/or use tax. PRICING VALID FOR 30 DAYS.
EST. LEAD TIME AFTER RELEASE:	DELIVERY LOCATION:
SHIPMENT: by Ziegler by Custo	mer UNLOADING: by Ziegler by Customer
PAYMENT TERMS: Net 20	
	ACCEPTANCE BY ZIEGLER INC., THIS PROPOSAL BECOMES A BINDING AGREEMENT

ACCEPTED:	Respectfully submitted, ZIEGLER INC. ("Seller")	-
By: Purchaser	By: <u>Tyler Hanson</u> Sales Engineer Tyler Hanson	
Print Name:	Subject to approval by ZIEGLER INC. APPROVED:	
Title:	Ву:	
Date:	Date:	
ver. 1.20.2023	EPG PROPOSAL/PURCHASE AGREEMENT	1

### **BILL OF MATERIAL**

EQUIPMENT AND SERVICES NOT EXPRESSLY LISTED ARE EXCLUDED FROM THIS AGREEMENT.

### **BILL OF MATERIAL, CONT.**

EQUIPMENT AND SERVICES NOT EXPRESSLY LISTED ARE EXCLUDED FROM THIS AGREEMENT.

#### TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, "Terms"). Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order or similar document for administrative purposes only, and any terms in any such document are rejected, not binding, and are of no force or effect.

1. ACCEPTANCE. All sales are subject to availability of Products. The prices quoted are subject to change to those in effect at the time of shipment. In its sole discretion, Seller may accept or reject this Agreement and will not be required to give any reason for rejection. For purposes hereof, "Agreement" means, collectively, page 1 attached hereto, the Bill of Material, and the Terms.

2. ORDER CANCELLATION. Purchaser may suspend or cancel an order only upon written approval from Seller, such approval not to be unreasonably withheld, conditioned, or delayed. If Purchaser cancels, in whole or in part, Purchaser shall pay Seller the reasonable costs and expenses (including all commitments to suppliers and subcontractors) for all direct or indirect expenses incurred by Seller prior to receiving Purchaser's cancellation notice. In addition, a cancellation fee of 15% of the Total Price Package as identified on the first page shall be paid by Purchaser. For orders identified as Custom Orders on the first page, Purchaser shall be responsible for payment of a cancellation fee equal to the Total Price Package.

3. **PERMITS.** Purchaser is solely responsible for obtaining any applicable federal, state or local permits, licenses, franchises, approvals, authorizations, registrations, certificates, and similar rights (collectively, "Permits") necessary for the ownership and operation of Products, including, but not limited to, fire, air, fuel tanks or building permits. Seller will not obtain or provide any Permits, including, but not limited to, air emission permits, for or on behalf of Purchaser.

4. **EXCLUSIONS.** Unless otherwise stated on page 1, Purchaser is solely responsible for: (1) adequate site conditions and security, (2) off-loading and placement of Products, including, but not limited to, rigging, crane, or other equipment for removal from delivery truck or placement on pad, (3) mechanical and electrical installation, (4) arc-flash study or similar engineering requirements, (5) scheduled maintenance and fuel costs, including initial fuel fill or fuel testing, (6) pad or enclosure, (7) removal or disposal of existing equipment, and (8) any and all other equipment or services not expressly listed on the Bill of Material attached hereto.

5. **SERVICES.** Unless otherwise stated on page 1, any Services shall be performed during normal business hours of Seller, meaning Monday through Friday, 7:30am to 4:00pm. Additional trips or delays required or requested due to Purchaser delay or issues with services or equipment not provided from Seller will be billed at published field rates.

6. **PAYMENT.** Purchaser shall pay Seller the compensation described on page 1, plus expenses as outlined in this Agreement. Unless specifically stated otherwise in this Agreement, payment terms are NET 20 from the date of invoice. Unless prohibited by law, failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Seller reserves the right to discontinue any or all Services, or terminate this Agreement in whole or in part, at Seller's sole discretion, without notice, upon Purchaser's failure to pay or comply with payment requirements. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. CHANGES. Seller shall supply the Products and/or Services within the scope described in this Agreement. If changes are needed or additional Products and/or Services are requested by Purchaser, Seller and Purchaser will discuss the additional Products and/or Services, and the amount of Seller's compensation will be equitably adjusted. A verbal commitment or authorization by

Purchaser to purchase Products and/or perform Services outside of the initial scope will be binding on Purchaser and will entitle Seller to additional compensation. Any Product orders and/or Services performed outside of the original scope at the direction of the Purchaser will be deemed to be included under this Agreement.

8. **TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products or Services, except as otherwise provided in Section 24.

9. **FINANCING.** If Purchaser finances Products, Seller's acceptance of this Agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

10. **ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance for the Products sold and Services performed under this Agreement will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

11. SECURITY INTEREST. To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this Agreement, or any document or instrument signed in connection with this Agreement, Purchaser hereby grants Seller a security interest in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 11 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

12. **TITLE AND RISK OF LOSS; DELIVERY**. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier.

13. **SHIPMENT.** Unless otherwise specified on page 1, Products will be shipped to Purchaser's address set forth on page 1 via carriers selected by Seller. Seller shall not be liable for any delays, loss or damage in transit.

14. INDEMNIFICATION. Purchaser shall indemnify Seller, and respective officers, their directors, partners. members. shareholders, employees, agents, affiliates, subsidiaries, successsors, and permitted assigns, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Purchaser or its officers, directors, employees, or agents. Subject to the limitations set forth in thie Agreement, Seller will indemnify Purchaser and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Seller or its officers, directors, employees, or agents, in the performance and furnishing of the Services.

15. INSURANCE. Upon Delivery, and at all times thereafter while there is any balance due under this Agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this Agreement. On Seller's request, Purchaser shall provide Seller with a Certificate of Insurance from Purchaser's insurer evidencing the coverages specified in this Section 15. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in any of its policies. Seller will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000 and \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Seller, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in items (a), (b) and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon written request, Seller will provide to Purchaser a Certificate of Insurance evidencing Seller's compliance with such insurance requirements. All such policies will be maintained in full force and effect during the term of this Agreement, and will not be permitted to lapse, or be canceled, altered or amended without prior written notice having been furnished to Purchaser.

16. **BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 15. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. In this instance, Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

17. DAMAGES; MAXIMUM LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS OR SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED \$500,000 OR THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

18. LIMITED WARRANTY. New Products are subject to a limited warranty ("Limited Warranty") as provided by the manufacturer,

which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. A Limited Warranty extends only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty. Neither manufacturer nor Seller will be responsible for any other warranty. All used Products are sold "as is with all faults," and no warranty. Services performed by Seller are subject to Seller's Service Department Labor Warranty, as it exists from time to time, and available upon request.

19. WARRANTY LIMITATIONS. Notwithstanding the provisions of Section 18, a Limited Warranty does not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this Agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

20. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY AND SELLER'S SERVICE DEPARTMENT LABOR WARRANTY SET FORTH IN SECTION 18, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY. INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

21. DATA AND PRIVACY. Seller and its partners, affiliates, subsidiaries, and third parties, including, but not limited to, manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this Agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

22. **INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design

registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property under this Agreement. If Purchaser acquires any Intellectual Property rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

23. **CONFIDENTIALITY.** Purchaser shall not disclose or otherwise make available to any other person or entity, or use other than in connection with performance of this Agreement, the contents of this Agreement or any other documents, data or information previously delivered or to be delivered to the other party in connection herewith, except as such disclosure may be required by governmental or regulatory authorities. Information may be divulged to other parties upon prior written consent from Seller.

24. INDEPENDENT CONTRACTOR. The parties agree that Purchaser and Seller will be independent contractors, and neither Seller nor its employees will be considered employees of Purchaser. It is understood and agreed that nothing herein is intended nor shall be construed to create an employer/employee, partnership, or joint venture relationship between Purchaser and Seller. Purchaser will not deduct from any payment to Seller hereunder any income tax, FICA payments, or any other expenses, unless required by law. Payment of federal income tax, FICA payments and state income taxes relating to Seller's employees or its income are the responsibility of Seller. Purchaser agrees and acknowledges that neither it nor any of its employees, agents or representatives has any right or authorization, express or implied, to act for Seller or incur, assume or create any obligation, responsibility, or liability on behalf of Seller or make any representations or warranties concerning Seller, Products, or Services in the name of or on behalf of Seller or bind Seller in any manner whatsoever.

25. **ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. An order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this Agreement is effective unless it is in writing and signed by each party.

26. FORCE MAJEURE. Seller will not be liable to Purchaser, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will

absolve Seller from any liability to Purchaser.

27. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party, provided that Seller may use subcontractors to perform portions of the Services at Seller's sole discretion. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

28. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified first-class mail, postage prepaid, or commercial overnight delivery service to the address listed above for the party to whom notice is to be given, and shall be effective upon delivery if hand-delivered, three (3) days after mailing, if mailed, or one (1) day after delivery to a commercial overnight delivery service.

29. **WAIVER.** No waiver of any provisions of this Agreement will be deemed a waiver of any other provisions, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

30. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and will in no way be affected, impaired or invalidated.

31. **DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this Agreement. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

32. **UCC.** All terms used but not defined in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC"), have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

33. **COUNTERPARTS.** This Agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement.

34. **ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

DATE: PROPOSAL NO.		ZIEGLER Power Systems		3050 Cty Rd 101, Shakopee, MN 55379 Salesperson: Telephone: Email:
Purchaser:		R	E:	
Address:		Р	roject Location:	:
City, State, Zip:		A	ddress:	
Contact Name:		C	ity, State, Zip:	
Phone:	Email:			
WE PRO	POSE TO FURNISH IN A	ACCORDANCE WITH THE	FOLLOWING S	PECIFICATIONS AND TERMS.
EQUIPMENT: Quantity:	Model: R	ating: Voltag	e:	Circuit Breaker:

### PRODUCT WARRANTY (copy included):

### SERVICES (the "Services"):

**OTHER EQUIPMENT:** 

<u>Commissioning</u>: by Ziegler by Other <u>Installation</u>: by Ziegler by Other <u>Operator Training</u>: by Ziegler (at end of start-up) SERVICES:

CUSTOM ORDER:	*Price does			CE PACKAGE: \$ nd/or use tax. PRICING	* S VALID FOR 30 DAYS.
EST. LEAD TIME AFTER RE	LEASE:	DELIVERY LOCATION:			
SHIPMENT: by Ziegler	by Customer	UNLOADING:	by Ziegler	by Customer	
PAYMENT TERMS: Net 20					
UPON SIGNING THIS PROP SUBJECT TO THE ATTACH	,		,		
ACCEPTED:		Respe	ctfully submi	itted,	

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<u> </u>	٠

ZIEGLER INC. ("Se	,
By: Tyl	ler Hanson

Sales Engineer	0	<pre>Tyler Hanson_</pre>	

Print N	lame:
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Purchaser

Title: Date: Subject to approval by ZIEGLER INC. APPROVED:

By: \_

Date:

EPG PROPOSAL/PURCHASE AGREEMENT

### **BILL OF MATERIAL**

EQUIPMENT AND SERVICES NOT EXPRESSLY LISTED ARE EXCLUDED FROM THIS AGREEMENT.

### **BILL OF MATERIAL, CONT.**

EQUIPMENT AND SERVICES NOT EXPRESSLY LISTED ARE EXCLUDED FROM THIS AGREEMENT.

#### TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, "Terms"). Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order or similar document for administrative purposes only, and any terms in any such document are rejected, not binding, and are of no force or effect.

1. ACCEPTANCE. All sales are subject to availability of Products. The prices quoted are subject to change to those in effect at the time of shipment. In its sole discretion, Seller may accept or reject this Agreement and will not be required to give any reason for rejection. For purposes hereof, "Agreement" means, collectively, page 1 attached hereto, the Bill of Material, and the Terms.

2. ORDER CANCELLATION. Purchaser may suspend or cancel an order only upon written approval from Seller, such approval not to be unreasonably withheld, conditioned, or delayed. If Purchaser cancels, in whole or in part, Purchaser shall pay Seller the reasonable costs and expenses (including all commitments to suppliers and subcontractors) for all direct or indirect expenses incurred by Seller prior to receiving Purchaser's cancellation notice. In addition, a cancellation fee of 15% of the Total Price Package as identified on the first page shall be paid by Purchaser. For orders identified as Custom Orders on the first page, Purchaser shall be responsible for payment of a cancellation fee equal to the Total Price Package.

3. **PERMITS.** Purchaser is solely responsible for obtaining any applicable federal, state or local permits, licenses, franchises, approvals, authorizations, registrations, certificates, and similar rights (collectively, "Permits") necessary for the ownership and operation of Products, including, but not limited to, fire, air, fuel tanks or building permits. Seller will not obtain or provide any Permits, including, but not limited to, air emission permits, for or on behalf of Purchaser.

4. **EXCLUSIONS.** Unless otherwise stated on page 1, Purchaser is solely responsible for: (1) adequate site conditions and security, (2) off-loading and placement of Products, including, but not limited to, rigging, crane, or other equipment for removal from delivery truck or placement on pad, (3) mechanical and electrical installation, (4) arc-flash study or similar engineering requirements, (5) scheduled maintenance and fuel costs, including initial fuel fill or fuel testing, (6) pad or enclosure, (7) removal or disposal of existing equipment, and (8) any and all other equipment or services not expressly listed on the Bill of Material attached hereto.

5. **SERVICES.** Unless otherwise stated on page 1, any Services shall be performed during normal business hours of Seller, meaning Monday through Friday, 7:30am to 4:00pm. Additional trips or delays required or requested due to Purchaser delay or issues with services or equipment not provided from Seller will be billed at published field rates.

6. **PAYMENT.** Purchaser shall pay Seller the compensation described on page 1, plus expenses as outlined in this Agreement. Unless specifically stated otherwise in this Agreement, payment terms are NET 20 from the date of invoice. Unless prohibited by law, failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Seller reserves the right to discontinue any or all Services, or terminate this Agreement in whole or in part, at Seller's sole discretion, without notice, upon Purchaser's failure to pay or comply with payment requirements. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. CHANGES. Seller shall supply the Products and/or Services within the scope described in this Agreement. If changes are needed or additional Products and/or Services are requested by Purchaser, Seller and Purchaser will discuss the additional Products and/or Services, and the amount of Seller's compensation will be equitably adjusted. A verbal commitment or authorization by

Purchaser to purchase Products and/or perform Services outside of the initial scope will be binding on Purchaser and will entitle Seller to additional compensation. Any Product orders and/or Services performed outside of the original scope at the direction of the Purchaser will be deemed to be included under this Agreement.

8. **TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products or Services, except as otherwise provided in Section 24.

9. **FINANCING.** If Purchaser finances Products, Seller's acceptance of this Agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

10. **ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance for the Products sold and Services performed under this Agreement will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

11. SECURITY INTEREST. To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this Agreement, or any document or instrument signed in connection with this Agreement, Purchaser hereby grants Seller a security interest in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 11 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

12. **TITLE AND RISK OF LOSS; DELIVERY**. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier.

13. **SHIPMENT.** Unless otherwise specified on page 1, Products will be shipped to Purchaser's address set forth on page 1 via carriers selected by Seller. Seller shall not be liable for any delays, loss or damage in transit.

14. INDEMNIFICATION. Purchaser shall indemnify Seller, and respective officers, their directors, partners. members. shareholders, employees, agents, affiliates, subsidiaries, successsors, and permitted assigns, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Purchaser or its officers, directors, employees, or agents. Subject to the limitations set forth in thie Agreement, Seller will indemnify Purchaser and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Seller or its officers, directors, employees, or agents, in the performance and furnishing of the Services.

15. INSURANCE. Upon Delivery, and at all times thereafter while there is any balance due under this Agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this Agreement. On Seller's request, Purchaser shall provide Seller with a Certificate of Insurance from Purchaser's insurer evidencing the coverages specified in this Section 15. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in any of its policies. Seller will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000 and \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Seller, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in items (a), (b) and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon written request, Seller will provide to Purchaser a Certificate of Insurance evidencing Seller's compliance with such insurance requirements. All such policies will be maintained in full force and effect during the term of this Agreement, and will not be permitted to lapse, or be canceled, altered or amended without prior written notice having been furnished to Purchaser.

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17. DAMAGES; MAXIMUM LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS OR SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED \$500,000 OR THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

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which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. A Limited Warranty extends only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty. Neither manufacturer nor Seller will be responsible for any other warranty. All used Products are sold "as is with all faults," and no warranty. Services performed by Seller are subject to Seller's Service Department Labor Warranty, as it exists from time to time, and available upon request.

19. WARRANTY LIMITATIONS. Notwithstanding the provisions of Section 18, a Limited Warranty does not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this Agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

20. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY AND SELLER'S SERVICE DEPARTMENT LABOR WARRANTY SET FORTH IN SECTION 18, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY. INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

21. DATA AND PRIVACY. Seller and its partners, affiliates, subsidiaries, and third parties, including, but not limited to, manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this Agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

22. **INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design

registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property under this Agreement. If Purchaser acquires any Intellectual Property rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

23. **CONFIDENTIALITY.** Purchaser shall not disclose or otherwise make available to any other person or entity, or use other than in connection with performance of this Agreement, the contents of this Agreement or any other documents, data or information previously delivered or to be delivered to the other party in connection herewith, except as such disclosure may be required by governmental or regulatory authorities. Information may be divulged to other parties upon prior written consent from Seller.

24. INDEPENDENT CONTRACTOR. The parties agree that Purchaser and Seller will be independent contractors, and neither Seller nor its employees will be considered employees of Purchaser. It is understood and agreed that nothing herein is intended nor shall be construed to create an employer/employee, partnership, or joint venture relationship between Purchaser and Seller. Purchaser will not deduct from any payment to Seller hereunder any income tax, FICA payments, or any other expenses, unless required by law. Payment of federal income tax, FICA payments and state income taxes relating to Seller's employees or its income are the responsibility of Seller. Purchaser agrees and acknowledges that neither it nor any of its employees, agents or representatives has any right or authorization, express or implied, to act for Seller or incur, assume or create any obligation, responsibility, or liability on behalf of Seller or make any representations or warranties concerning Seller, Products, or Services in the name of or on behalf of Seller or bind Seller in any manner whatsoever.

25. **ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. An order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this Agreement is effective unless it is in writing and signed by each party.

26. FORCE MAJEURE. Seller will not be liable to Purchaser, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will

absolve Seller from any liability to Purchaser.

27. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party, provided that Seller may use subcontractors to perform portions of the Services at Seller's sole discretion. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

28. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified first-class mail, postage prepaid, or commercial overnight delivery service to the address listed above for the party to whom notice is to be given, and shall be effective upon delivery if hand-delivered, three (3) days after mailing, if mailed, or one (1) day after delivery to a commercial overnight delivery service.

29. **WAIVER.** No waiver of any provisions of this Agreement will be deemed a waiver of any other provisions, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

30. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and will in no way be affected, impaired or invalidated.

31. **DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this Agreement. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

32. **UCC.** All terms used but not defined in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC"), have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

33. **COUNTERPARTS.** This Agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement.

34. **ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



# **Electric Cost of Service and Rate Design Study**

### **Arlington City Council**

David A. Berg, PE Principal – Dave Berg Consulting Nov. 6, 2023



# **Projected Operating Results – Existing Rates**

# **Projected Operating Results-Electric**

## **Existing Rates**

Fiscal Year	2023	2024	2025	2026	2027
Operating Revenues	\$2,460,136	\$2,456,493	\$2,456,493	\$2,456,493	\$2,456,493
Less Operating Expenses	(2,634,419)	(2,663,159)	(2,705,188)	(2,748,283)	(2,792,481)
Plus Non -Operating Revenue (Expenses)	(10,560)	(8,760)	(6,860)	(4,860)	(2,910)
Change in Net Position	(184,843)	(215,426)	(255,554)	(296,649)	(338,898)
Net Position as Percent of Revenues	-7.5%	-8.8%	-10.4%	-12.1%	-13.8%



# **Projected Cash Reserves – Existing Rates**

# **Projected Cash Reserves-Electric**

## **Existing Rates**

Fiscal Year	2023	2024	2025	2026	2027
Beginning of Year	\$554,507	\$456,616	\$331,809	\$165,687	\$(37,564)
Plus Change in Net Position	(184,843)	(215,426)	(255,554)	(296,649)	(338,898)
Plus Depreciation	131,952	135,619	139,432	143,398	147,523
Less Bond Principal	(45,000)	(45,000)	(50,000)	(50,000)	(50,000)
End of Year	\$456,616	\$331,809	\$165,687	\$(37,564)	\$(278,939)
As a percent of Operating Revenue	19%	14%	7%	-2%	-11%



## **Debt Service Coverage**

### Historical and Projected Debt Service Coverage 1.25 Coverage Requirement

	2021	2022	2023	2024	2025	2026	2027
Gross Revenue	\$2,216,344	\$2,422,783	\$2,465,136	\$2,461,493	\$2,461,493	\$2,461,493	\$2,461,493
Oper Expenses	\$2,113,043	\$2,426,751	\$2,502,467	\$2,527,540	\$2,565,755	\$2,604,884	\$2,644,958
Net Revenue	\$103,301	\$(3,968)	\$(37,331)	\$(66,047)	\$(104,262)	\$(143,391)	\$(183,465)
Interest	\$18,040	\$16,760	\$15,060	\$13,260	\$11,360	\$9,360	\$7,410
Principal	\$40,000	\$40,000	\$45,000	\$45,000	\$50,000	\$50,000	\$50,000
Coverage	1.78	-0.07	-0.62	-1.13	-1.70	-2.42	-3.20
	Reve	enues Needed	\$112,406	\$138,872	\$180,962	\$217,591	\$255,227
		% Increase	4.6%	5.7%	7.4%	8.9%	10.5%



## **Electric Cost of Service Results**

## Electric Cost of Service Results Comparison of % Cost and Revenues 2022 Test Year

Customer Classification	Allocated Cost to Serve	Revenues	Increase/ (Decrease)
Residential	45.1%	46.2%	-2.3%
Small Commercial	14.2%	13.7%	3.4%
Large Commercial	39.6%	39.3%	1.0%
Special Commercial	<u>1.1%</u>	<u>0.8%</u>	<u>27.0%</u>
Total	100.0%	100.0%	0.0%



# **Electric Rate Recommendations**

- Increase reserves to reach 50% of revenue at end of study period with ultimate goal of 100% of revenue
- Consider activation of retail Energy Cost Adjustment to pass through wholesale ECA
  - Recently averaging 2.3 cents/kWh
  - Wholesale bills increased by 33%/Operating expenses by 25%
  - Full implementation of ECA (2.3 cents) raises overall retail bills by 19%
  - May need to consider phasing in ECA
  - Need to adjust rates if wholesale rates are adjusted
  - Raise security lighting rates
  - Debt Service Coverage easily achieved
- Consider additional future rate adjustments as needed to achieve goals
- Address Special Commercial rate subsidy in the future



# **Proposed Rates**

Existing and Proposed Electric Rates											
				2024		2025		2026		2027	
	Current		Ρ	Proposed F		Proposed		Proposed		roposed	
<u>Class</u>		Rate		Rate		Rate		Rate		Rate	
Residential											
Customer (per month)	\$	9.28	\$	9.28	\$	9.28	\$	9.28	\$	9.28	
Energy - all kWh	\$	0.1254	\$	0.1254	\$	0.1254	\$	0.1254	\$	0.1254	
Small Commercial											
Customer (per month)	\$	19.61	\$	19.61	\$	19.61	\$	19.61	\$	19.61	
Energy - all kWh	\$	0.1101	\$	0.1101	\$	0.1101	\$	0.1101	\$	0.1101	
Large Commercial											
Customer (per month)	\$	19.61	\$	19.61	\$	19.61	\$	19.61	\$	19.61	
Energy - all kWh	\$	0.0746	\$	0.0746	\$	0.0746	\$	0.0746	\$	0.0746	
Demand - all kW	\$	10.49	\$	10.49	\$	10.49	\$	10.49	\$	10.49	
Special Commercial											
Customer (per month)	\$	19.61	\$	19.61	\$	19.61	\$	19.61	\$	19.61	
Energy - all kWh	\$	0.0600	\$	0.0600	\$	0.0600	\$	0.0600	\$	0.0600	
Security Lights											
50	\$	7.50	\$	8.00	\$	8.50	\$	8.50	\$	8.50	
51	\$	12.00	\$	12.75	\$	13.50	\$	13.50	\$	13.50	
52	\$	8.00	\$	8.50	\$	9.00	\$	9.00	\$	9.00	
53	\$	31.50	\$	33.50	\$	35.50	\$	35.50	\$	35.50	
54	\$	16.00	\$	17.00	\$	18.00	\$	18.00	\$	18.00	
55	\$	9.60	\$	10.25	\$	10.90	\$	10.90	\$	10.90	
ECA (estimated)	\$	-	\$	0.0115	\$	0.0230	\$	0.0230	\$	0.0230	

Arlington, MN

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# **Electric Rate Residential Impact**

			Monthly Bill								
	Current		2024 Proposed		2025 Proposed		2026 Proposed			2027	
									Proposed		
Residential Bill Impact	<u>Rate</u>		<u>Rate</u>		<u>Rate</u>		<u>Rate</u>		<u>Rate</u>		
Residential 970 kWh (avg customer)	\$	130.92	\$	142.07	\$	153.23	\$	153.23	\$	153.23	
Increase over previous year (\$)			\$	11.16	\$	11.16	\$	-	\$	-	
Increase over previous year (%)				8.5%		7.9%		0.0%		0.0%	



# **Projected Operating Results – Proposed Rates**

# **Projected Operating Results-Electric**

# Proposed Rates – 2-year ECA phase-in

Fiscal Year	2023	2024	2025	2026	2027
Operating Revenues	\$2,460,136	\$2,688,904	\$2,921,315	\$2,921,315	\$2,921,315
Less Operating Expenses	(2,634,419)	(2,663,159)	(2,705,188)	(2,748,283)	(2,792,481)
Plus Non -Operating Revenue (Expenses)	(10,560)	(8,760)	(6,860)	(4,860)	(2,910)
Change in Net Position	(184,843)	16,985	209,267	168,172	125,924
Net Position as Percent of Revenues	-7.5%	0.6%	7.2%	5.8%	4.3%



# **Projected Cash Reserves – Proposed Rates**

## **Projected Cash Reserves-Electric**

## Proposed Rates – 2-year ECA phase-in

Fiscal Year	2023	2024	2025	2026	2027
Beginning of Year	\$554,507	\$456,616	\$564,220	\$862,920	\$1,124,490
<u>Plus</u> Change in Net Position	(184,843)	16,985	209,267	168,172	125,924
Plus Depreciation	131,952	135,619	139,432	143,398	147,523
Less Bond Principal	(45,000)	(45,000)	(50,000)	(50,000)	(50,000)
End of Year	\$456,616	\$564,220	\$862,920	\$1,124,490	\$1,347,937
As a percent of Operating Revenue	19%	21%	30%	38%	46%



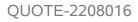
# **Debt Service Coverage – Proposed Rates**

## Historical and Projected Debt Service Coverage Proposed Rates 1.25 Coverage Requirement

	2021	2022	2023	2024	2025	2026	2027
Gross Revenue	\$2,216,344	\$2,422,783	\$2,465,136	\$2,693,904	\$2,926,315	\$2,926,315	\$2,926,315
Oper Expenses	\$2,113,043	\$2,426,751	\$2,502,467	\$2,527,540	\$2,565,755	\$2,604,884	\$2,644,958
Net Revenue	\$103,301	\$(3,968)	\$(37,331)	\$166,364	\$360,560	\$321,431	\$281,357
Interest	\$18,040	\$16,760	\$15,060	\$13,260	\$11,360	\$9,360	\$7,410
Principal	\$40,000	\$40,000	\$45,000	\$45,000	\$50,000	\$50,000	\$50,000
Coverage	1.78	-0.07	-0.62	2.86	5.88	5.41	4.90











# ARLINGTON POLICE DEPARTMENT ARLINGTONPD 4 V300 2 M500 VaaS

10/03/2023

The design, technical, pricing, and other information ( " Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ( " Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



10/03/2023

ARLINGTON POLICE DEPARTMENT 108 4TH AVE NW ARLINGTON, MN 55307

RE: Motorola Quote for ARLINGTONPD 4 V300 2 M500 VaaS Dear Glenn Gerads,

Motorola Solutions is pleased to present ARLINGTON POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide ARLINGTON POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Martin Bechina at Marty.Bechina@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Martin Bechina



Billing Address: ARLINGTON POLICE DEPARTMENT 108 4TH AVE NW ARLINGTON, MN 55307 US QUOTE-2208016 ARLINGTONPD 4 V300 2 M500 VaaS

Quote Date:10/03/2023 Expiration Date:12/08/2023 Quote Created By: Martin Bechina Marty.Bechina@ motorolasolutions.com

End Customer: ARLINGTON POLICE DEPARTMENT Glenn Gerads ggerads@arlingtonmn.com 507-964-5200

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service						
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A- SERVICE*	2	5 YEAR	\$12,150.00	\$24,300.00	
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,CON FIG,PM	1		\$1,350.00	\$1,350.00	
3	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	2		Included	Included	
4	SSV00S01450B	LEARNER LXP SUBSCRIPTION	5	5 YEAR	\$0.00	\$0.00	
5	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	2		Included	Included	3 YEAR
6	WGW00502	M500 EXTENDED WARRANTY	2	5 YEAR	Included	Included	





Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
7	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	2		Included	Included	
8	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	2	5 YEAR	Included	Included	
9	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	2	5 YEAR	Included	Included	
10	WGW00300-003	V300 NO FAULT WARRANTY	2	5 YEAR	Included	Included	
11	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5 GHZANT	2		Included	Included	
	Video as a Service						
12	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO- AS-A-SERVICE	2	5 YEAR	\$3,726.00	\$7,452.00	
13	WGB-0178AAS	VIDEO EQUIPMENT, V300/ V700 USB DESKTOP DOCK VAAS (\$4 PER MON)	4		Included	Included	
14	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	4	5 YEAR	\$216.00	\$864.00	
15	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	2		Included	Included	3 YEAR
16	WGB-0138AAS	VIDEO EQUIPMENT, V300/ V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	





Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
17	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	2	5 YEAR	Included	Included	
18	WGW00300-003	V300 NO FAULT WARRANTY	2	5 YEAR	Included	Included	
19	SSV00S01450B	LEARNER LXP SUBSCRIPTION	4	5 YEAR	\$0.00	\$0.00	
20	WGP02614	V300, BATT, 3.8V, 4180MAH	4		\$111.38	\$445.52	
	CommandCentral Evidence						
21	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
22	SSV00S01450B	LEARNER LXP SUBSCRIPTION	1	5 YEAR	\$0.00	\$0.00	
23	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS	1	5 YEAR	\$2,106.00	\$2,106.00	
24	SSV00S02604A	FIELD RESPONSE APPLICATION	1	5 YEAR	Included	Included	
25	SSV00S02605A	RECORDS MANAGEMENT	1	5 YEAR	Included	Included	
26	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE	1	5 YEAR	\$0.00	\$0.00	
27	SSV00S02782A	COMMUNITY INTERACTION TOOL	1	5 YEAR	\$0.00	\$0.00	
28	SSV00S02783A	COMMANDCENTRAL STORAGE GB	1000	5 YEAR	\$3.38	\$3,380.00	
	CommandCentral Evidence						
29	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
30	SSV00S01450B	LEARNER LXP SUBSCRIPTION	3	5 YEAR	\$0.00	\$0.00	
31	SSV00S02600A	COMMANDCENTRAL EVIDENCE STANDARD	1	5 YEAR	\$2,700.00	\$2,700.00	





Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
32	SSV00S02602A	DIGITIAL EVIDENCE MANAGEMENT	1	5 YEAR	Included	Included	
33	SSV00S02603A	CASE SHARING CAPABILITIES	1	5 YEAR	\$0.00	\$0.00	
34	SSV00S02604A	FIELD RESPONSE APPLICATION	1	5 YEAR	Included	Included	
35	SSV00S02605A	RECORDS MANAGEMENT	1	5 YEAR	Included	Included	
Gra	Grand Total \$42,327.52(USD)						

### **Pricing Metric :**

Price is indicative of the following -# of Named Users for CommandCentral Evidence - 1 # of Named Users for CommandCentral Evidence - 3

### Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$9,901.92	\$0.00
Year 2 Subscription Fee	\$8,106.40	\$0.00
Year 3 Subscription Fee	\$8,106.40	\$0.00
Year 4 Subscription Fee	\$8,106.40	\$0.00
Year 5 Subscription Fee	\$8,106.40	\$0.00
Grand Total System Price	\$42,327.52	\$0.00

#### Notes:

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





• Unless otherwise noted in this quote / order, installation of equipment is not included.





### VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Videoas-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a perdevice charge, billed quarterly.





### V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuousoperation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



## KEY FEATURES OF THE V300

- **Detachable Battery** The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- Wireless Uploading Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact**® Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- Auto Activation Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.





## V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- Automatic Tag Pairing Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- Evidence Management Software When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- Additional Audio Source The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

## V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

### HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



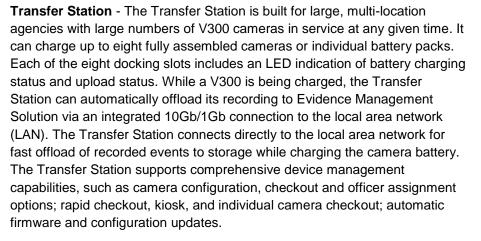


### **DOCKING STATIONS**

The V300 has three docking options:







**USB Base** - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



**Wi-Fi Base** - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.





### **M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION**

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

#### **VIDEO RECORDING AND CAPTURE**

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

#### DISPLAY AND USER INTERFACE

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

#### AUTOMATIC RECORDING FUNCTIONALITY

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

### **INTEGRATION WITH V300**

The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.





## COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

## **OVERVIEW**

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.



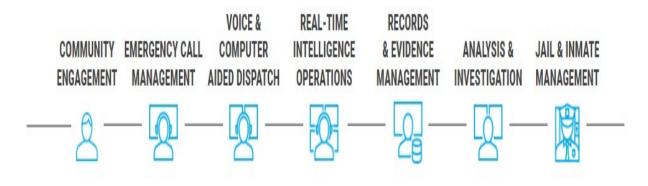




## THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



The CommandCentral End-to-End Platform

## **Community Interaction Tools**

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobilefriendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.







#### AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

#### **PUBLIC SUBMISSIONS**

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

#### **DIGITAL EVIDENCE COLLECTION**

CommandCentral Evidence's digital evidence collection features allows your agency to collect casespecific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

#### **CRIME MAP**

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

#### **CAMERA REGISTRATION**

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.







## FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

### **RECORDS MANAGEMENT**

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search Find specific information faster by searching across all agency data.
- Master Indexes Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting Access critical insight with pre-built reports and dashboards to make datadriven decisions.

## DIGITAL EVIDENCE MANAGEMENT





CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

#### STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

#### INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

• Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.





### COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

### **OVERVIEW**

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

### AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

#### **Motorola Solutions Responsibilities**

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

#### **Customer Responsibilities**

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

#### **Completion Criteria**

Initial agencies and users have been configured.

### **COMMUNITY INTERACTION TOOL**

Motorola Solutions enables the Community Interaction Tool during the order process.

#### Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

#### Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.





#### **Completion Criteria**

Community Interaction Tool subscription enabled.

### **RECORDS MANAGEMENT**

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

#### Motorola Solutions Responsibilities

• Refer to the Agency and User Setup section of SOW.

#### **Customer Responsibilities**

• Provision all required custom Offence Codes using the CommandCentral user interface.

#### **Completion Criteria**

Records Management enabled and offence codes provisioned.

### **DIGITAL EVIDENCE MANAGEMENT**

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

#### **Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

#### **Customer Responsibilities**

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

#### **Completion Criteria**

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.





## FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

#### **Motorola Solutions Responsibilities**

• None.

#### **Customer Responsibilities**

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

#### **Completion Criteria**

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

### **THIRD-PARTY INTERFACES**

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or thirdparties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

#### **Motorola Solutions Responsibilities**

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

#### **Customer Responsibilities**

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.





MOTOROLA SOLUTIONS

#### **Motorola Solutions Deliverables**

Contracted Interface(s).

#### **Completion Criteria**

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

### TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

#### **Motorola Solutions Responsibilities**

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

#### **Customer Responsibilities**

- Go to https://learningservices.motorolasolutions.com and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

#### **Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.





Panorama – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

#### **Customer Responsibilities**

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

#### **Motorola Solutions Deliverables**

• Classroom Training Materials, Attendance Rosters.

#### **Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

### TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

#### Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.





#### **Customer Responsibilities**

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

#### **Completion Criteria**

Conclusion of the handover to support and the implementation is complete.





### MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

#### OVERVIEW

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

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

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

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

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

#### AWARD, ADMINISTRATION, AND PROJECT INITIATION

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

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

#### **CJIS INFORMATION**

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

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





#### COMPLETION CRITERIA

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

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

#### SUBSCRIPTION SERVICE PERIOD

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

#### PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

#### Motorola Project Roles and Responsibilities

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

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

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

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

#### Project Manager (PM)

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

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





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

#### **Post Sales Engineer**

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

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

#### System Technologist (ST)

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

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

#### Professional Services Engineer (if applicable)

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

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

#### Application Specialist (if applicable)

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

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

#### Technical Trainer / Instructor

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

#### Customer Support Services Team

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

#### **Customer Project Roles and Responsibilities**

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





#### Project Manager

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

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

#### IT Support

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

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

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





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

#### Video Management Point of Contact (POC)

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

#### Subject Matter Experts (SMEs)

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

#### **Training POC**

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

#### **General Customer Responsibilities**

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

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





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

#### NETWORK AND HARDWARE REQUIREMENTS

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

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

### **PROJECT PLANNING**

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

#### PROJECT PLANNING SESSION

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

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

#### Motorola Responsibilities

• Schedule the remote Project Planning Session.





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

#### **Customer Responsibilities**

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

#### Motorola Deliverables

• Project Kickoff Meeting Agenda.

#### **PROJECT KICKOFF**

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

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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





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

#### Motorola Deliverables

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

#### DISCOVERY TELECONFERENCE

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

#### Motorola Deliverables

• Completed BPR Workbook.

### **PROJECT EXECUTION**

#### EQUIPMENT PROCUREMENT AND INSTALLATION

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

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





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

#### Motorola Responsibilities

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

#### Customer Responsibilities (if applicable)

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

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

#### Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

#### In-Car Video System (if applicable)

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





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

#### Motorola Responsibilities

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

#### Customer Responsibilities

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

#### **Motorola Deliverables**

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

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

#### Body Worn Camera Configuration (if applicable)

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

#### Motorola Responsibilities

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





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

#### **Customer Responsibilities**

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

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

#### License Plate Recognition Commissioning (if applicable)

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

#### SOFTWARE INSTALLATION AND CONFIGURATION

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

Installation of VideoManager EL software consists of the following activities:

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





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#### VideoManager EL (if applicable)

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

#### VideoManager ELC (if applicable)

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

#### CloudConnect Installation and Configuration

#### Motorola Responsibilities

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





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

#### Customer Responsibilities

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

#### **Completion Criteria**

• CloudConnect Virtual Machine configuration is complete.

#### CommandCentral Evidence (if applicable)

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

#### Motorola Responsibilities

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

#### Customer Responsibilities

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

#### DATA MIGRATION SERVICES (IF APPLICABLE)

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

#### Completion Criteria

• A migrated dataset as defined in the Contract.





#### DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

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

### SYSTEM TRAINING

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

#### **ONLINE TRAINING (IF APPLICABLE)**

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

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





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#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

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

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

#### Motorola Deliverables

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





# PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

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

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

#### **Motorola Completion Criteria**

Provide Customer with survey upon closure of the project.





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# VIDEO EVIDENCE STATEMENT OF WORK

# **Overview**

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

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

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

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

# AWARD, ADMINISTRATION, AND PROJECT INITIATION

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

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

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

# **PROJECT MANAGEMENT TERMS**

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

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

# **COMPLETION CRITERIA**

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





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

# PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

#### MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

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

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

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

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

#### **Project Manager**

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

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

#### System Technologists

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

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





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

#### **Technical Trainer / Instructor**

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

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

#### CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

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

#### **Project Manager**

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

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





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

#### **IT Support Team**

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

The IT Support Team responsibilities include the following:

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

#### **Subject Matter Experts**

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

#### **General Customer Responsibilities**

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

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





- QUOTE-2208016 ARLINGTONPD 4 V300 2 M500 VaaS
- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

# **PROJECT PLANNING**

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

#### WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

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

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

#### **Motorola Responsibilities**

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





#### **Customer Responsibilities**

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

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

#### Motorola Deliverables

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

# SOLUTION PROVISIONING

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

#### IN-CAR VIDEO PROVISIONING SCENARIO

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

#### Motorola Responsibilities

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

#### **BODY WORN CAMERA PROVISIONING SCENARIO**

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

#### **Motorola Responsibilities**

Configure transfer stations for connectivity to the evidence management server.

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





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

# SOFTWARE INSTALLATION

#### **REMOTE SOFTWARE INSTALLATION**

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

#### **Motorola Responsibilities**

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- · Provide instruction on client software deployment utility.

#### Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- · Access online training resources identified in the Welcome/IT Call.

#### Motorola Deliverables

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

# **INFRASTRUCTURE VALIDATION**

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

#### **Motorola Responsibilities**

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

#### **Customer Responsibilities**







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

#### HARDWARE INSTALLATION

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

# SYSTEM TRAINING

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

#### **ONLINE TRAINING**

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

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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





• Contact Motorola Solutions to engage Technical Support when needed.

#### Motorola Deliverables

LXP Enable

#### **INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)**

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**

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

#### Motorola Deliverables

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

# FUNCTIONAL VALIDATION AND PROJECT CLOSURE

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

#### Motorola Responsibilities

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

#### **Customer Responsibilities**





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





# ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

#### 1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

#### **1.2.** ESSENTIAL SERVICE

#### 1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

#### **1.2.1.1** Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution





#### 1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

#### 1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

#### 1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.





At the discretion of Motorola Solutions, if the device is considered "un-repairable", for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

#### 1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

#### 1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

#### 1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

**Software Release Availability.** Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's VideoManager EL Cloud instance. If using the VideoManager EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

**Software Release Notes.** Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

**Hardware Repair.** Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**LTE/4G Service.** Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,





Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

**Shipping.** For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

#### **1.4.** CUSTOMER RESPONSIBILITIES

**Serial Numbers**. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair**. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Device software releases.** The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

**LTE/4G Service.** The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.





WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

**Removing Customer Data**. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

#### 1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.





Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

#### 1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal
  use within the specified operational and environmental parameters set forth in the applicable product
  specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

#### 1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

#### 1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

**Repair or Replacement.** Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**Serial Numbers**. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are





automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Advanced Replacement.** Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

#### **1.8.** ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.





- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and
  operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.





1500 North Front Street New Ulm, MN 56073 PHONE 888-923-7663 EMAIL info@gsm1904.com WEBSITE www.gsm1904.com

July 19, 2023

City of Arlington Attention: Kirby Weckworth kweckworth@arlingtonmn.com

RE: 16' x 24' Police Dept. roof

We have inspected the above referenced garage roof as requested and offer the following repair items. We hereby submit specifications and estimates for:

- 1. Remove existing gravel ballast and save for reinstallation.
- 2. Remove existing rubber membrane.
- 3. Install new 2.6" polyisocyanurate insulation over existing insulation to bring system up to the MIN R-30 code.
- 4. Additional perimeter wood blocking added to accommodate the height of the new roof insulation.
- 5. Install a .060 mil. epdm roofing membrane.
- 6. Install 24 gauge prefinished sheet metal flashing at the perimeter.
- 7. Single ply roofing system to carry a 15 year water tightness warranty.

Notes: Permit included or deduct \$200.00 if purchased by owner. Any deteriorated wood deck replaced based on time and material used if required.

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of: TEN THOUSAND NINE HUNDRED FIFTY-----DOLLARS (\$10,950.00)

Payment to be made as follows: Invoices will be sent as labor and materials are provided. Terms are net 10 days. The first invoice will be presented upon material delivery. A finance charge of 1% will be assessed every 30 days on overdue accounts. Please make arrangements prior to construction.

Authorized Signature

Mike Kuck

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Owner's Signature\_\_\_\_\_



1500 North Front Street New Ulm, MN 56073 PHONE 888-923-7663 EMAIL info@gsm1904.com WEBSITE www.gsm1904.com



# PROPOSAL

To: City of Arlington Arlington, MN Date:11-1-23Project:16x24 RoofAttention:Kirby WeckworthSubmitted By:Scott Vos

New 60 MIL Reinforced EPDM Roof – Labor and Materials

- Remove existing membrane and trims Dispose of in GC supplied dumpster
- Salvage rock for reuse
- Install 2.6" ISO insulation to achieve average R-30
- Install loose laid 60 MIL Reinforced EPDM membrane and associated flashings
- Install 2x framing around perimeter as required for new insulation thickness
- Install new 24 ga. metal flashings at perimeter in owner selected standard color
- 15 YR. Watertight warranty by Contractor
- Permit included
- Base Bid: \$11,269.00

This proposal may be withdrawn by Vos Construction, Inc. if not accepted within 30 days from above date. Payments will be paid within 30 days of invoice

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized	Signature
to do the work as specified. Payment will be made within	
thirty days of invoice.	Date of acceptance

Circle F Farms PO Box 8 Gaylord, MN 55334 (507)317-3488 circlef44@gmail.com

RECEIVED OCT 1 0 2023 by Smain

CIRCLEFFARMS

# Estimate

### ADDRESS

City of Arlington 204 Shamrock Dr Arlington, MN 55307 ESTIMATE # 1082 DATE 09/12/2023

DATE	DESCRIPTION		QTY	RATE	AMOUNT
09/12/2023	Snow Hauling City Arlingto 3 Trucks - rate is per hour 3 hour min charge				135.00
Please call Austin 507	995-3445 with any questions.	SUBTOTAL TAX			135.00 0.00
		TOTAL		9	<b>5135.00</b>

Accepted By

Accepted Date

RECEIVED OCT 1 3 2023



# SPECIFICATIONS FOR HAULING SNOW

## FOR 2023-2024 SEASON

Quotes are to include the cost of equipment and operator. All quotes must be submitted with a <u>Certificate of Insurance</u> to the City Administrator, City of Arlington, 204 Shamrock Drive, Arlington, MN 55307 by Friday, October 13, 2023, at 5:00 p.m. All bids will be reviewed at the October 16, 2023, City Council Meeting.

### 1. MUST BE ABLE TO HAUL WITH ONE HOUR NOTICE.

Snow removal will only be required when a 2-inch or more snowfall is received.

- 2. Minimum box length of 13' with 4' high sides.
- 3. Must have a hoist.
- 4. Number of trucks available.

(Subcontracting is allowed - must have a minimum of 3 trucks overall)

- 5. Single axle, tandem or semi.
- 6. Dimension of boxes excluding end gate.

7. Price per hour.

8. Minimum price per time.

Bids apply also to the 2024-2025 season  $\underline{\chi}$ Bids apply also to the 2025-2026 season  $\underline{\chi}$ 10-13-73

Date of quote

307 6th Ave NW

Mailing Address Actington Mal 5530

612-710 - 8113 Phone Number/Cell Phone Number End dump trailers available as well, 18 ft dump hoxes on

ayle

dump trucks

\$130 Der Des 1005 Minimum then 1855 Can be

no

no

Spon fall

Company Name Dakota Robinson

Kobinson

Contact Person (Please Print)

Signature

yes

yes

Dakota

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Buad





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- 6. Dimension of boxes excluding end gate.

33'Lx60"Tx102"W.-all end dumps

1 QUAD DUMP, 8 END DUMP SEMIS, 2 ROLL OFF'S

40 yard roll off's 22'Lx96"Tx90"W

18'Lx48"x96'W Quad Axle

O'Day Trucking LLC

Company Name

11

\$111/semi , \$108/quad or roll off \$400/semi \$350 roll off/quad

no

no

7. Price per hour.

8. Minimum price per time.

Bids apply also to the 2024-2025 season \_ Bids apply also to the 2025-2026 season \_ 9-11-23

Date of quote

21124 291st Ave, Belle Plaine , MN 56011 Mailing Address

952-393-6192

Trent O'Day Contact Person (Please Print)

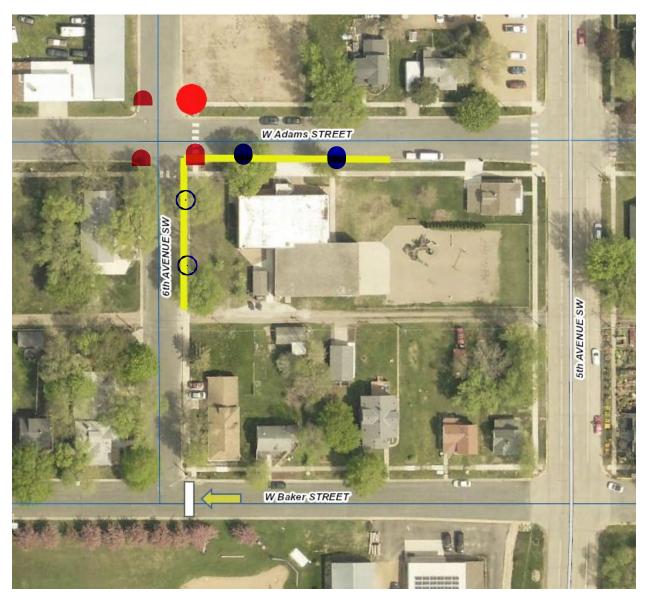
Je (J')

Phone Number/Cell Phone Number

Signature

yes

yes



- 4-Way Stop Sign at the intersection of 6th Ave SW/W Adams Street to slow traffic.
- "No parking" signs on their parcel portion of 6<sup>th</sup> Ave SW (no parking 7am to 4pm, School Months Only)
- Crosswalk paint on W Baker Street



Local: 402-344-4800 Fax: 402-344-4799

October 13, 2023

Mayor Matthew Scharpe City of Arlington 204 Shamrock Drive Arlington, MN 55307-9551

Dear Mayor Scharpe,

Pursuant Paragraphs 1.4, 4.2 and 4.4 of the Operations and Maintenance Agreement dated November 7, 2019 between the City of Arlington, Minnesota and PeopleService, Inc., the maximum annual maintenance/repair (non-capital) expenditure amount, monthly compensation and the chemical "base amount" the City of Arlington, Minnesota pays for our services are to be adjusted each January 1<sup>st</sup>. This adjustment is to be based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) between September of 2022 and September of 2023 plus one percent (1%). The CPI-U is the Federal Government's measure of inflation.

The change to the CPI-U (inflation) was a positive 3.7%, making the total adjustment 4.7%. Thus, effective January 1, 2024, the City of Arlington's maximum annual maintenance/repair (non-capital) expenditure amount will be increased from \$22,525 to \$23,584, the monthly compensation will be increased from \$24,990 to \$26,165 and the chemical "base amount" will be increased from \$14,035 to \$14,695.

PeopleService would appreciate your signing this letter in the space provided below, and returning a copy to our office there in Arlington. By doing so, you acknowledge receipt of this letter and the adjustment and increase in accordance with the Operations and Maintenance Agreement. Please note that the CPI adjustment will be billed beginning with the effective date even if we do not receive a signed copy of this letter.

If you have any questions, please don't hesitate to contact either Greg Stang, our Region Manager for your area, or myself.

Yours truly Chad A. Meyer

President

Acknowledged: CITY OF ARLINGTON, MINNESOTA

By:

Mayor

Dated:

Discover The Power of People

### Section 13.24 Earned Sick and Safe Leave

"Earned Sick and Safe Leave" is paid time off earned at one hour of Earned Sick and Safe for every 30 hours worked by an employee, up to a maximum of 48 hours of sick and safe leave per fiscal year. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the city. This specific leave applies to all employees (including temporary and part-time employees) performing work for at least 80 hours in a year for the city.

### (a) Earned Sick and Safe Leave Use

The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system for the following circumstances:

- An employee's own:
  - o Mental or physical illness, injury or other health condition
  - Need for medical diagnosis, care or treatment, of a mental or physical illness
  - injury or health condition
  - Need for preventative care
  - Closure of the employee's place of business due to weather or other public emergency
  - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
  - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
    - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
    - Obtain services from a victim services organization
    - Obtain psychological or other counseling
    - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
    - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
  - Care of a family member:
  - With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable

disease, whether or not the family member has actually contracted the communicable disease

- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

### (b) For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in local parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

### (c) Advance Notice for use of Earned Sick and Safe Leave

If the need for sick and safe leave is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. When an employee uses Earned Sick and Safe time for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking

or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

### (d) Carry Over of Earned Sick and Safe Leave

Employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed 80 hours.

### (e) Retaliation prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

### (f) Benefits and return to work protections

During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.



# MHC Statewide Pool Renewal for: **CITY OF ARLINGTON**

1/1/2024

<u>Plan</u> <u>Descrip</u> 1 MSI PP	<u>tion</u> MN 3700-0% HSA		<u>Coverage</u>	Contracts *	Current rates	RATES EFFECTIVE <u>1/1/2024</u>	<u>Plan adj. %</u>	Elect this plan? <u>Yes/No</u>
			Single Family	4 3	\$619.50 \$1,547.70	\$647.38 \$1,617.34	4.50% 4.50%	
*Based on the group guaranteed for one	o's most recent enrollment data. Rates a year from 1/1/2024 through 12/31/202	re 4.	Projected /	onthly Premium * Annual Premium * newal % Change *	\$7,121.10 \$85,453.20	\$7,441.54 \$89,298.48		
Confirmation Instru Please send a signed Please verify broker f	<u>ictions:</u> copy of this rate confirmation to your Se ees, commissions and information listec	rvice Cooperative by: 11/15/2023.		0-			4.50%	
Alternative Plans (in			r plans that are being	replaced or discont	inued.			
Broker commissions				per contract/mo		-		
Brokerage agency	Zimmermann Financial, Inc.		Broker name		 P	0.0% c	of total plan premi	um
Broker email			Broker MN Life and	d Health Licence #		roker tel:		
Rate confirmation	approved by:			a ricular License #				
Print name:								
foi	r: CIT	Y OF ARLINGTON						
Signature:	1				ate:			
Health Plan Des	criptions	CITY OF ARLINGTON				P.C		
			Sector Contractor Contractor			Effective:	1/1/2024	
Plan 1: MSI PP N	/IN 3700-0% HSA	\$3700/7200 Ded, 100/0% ( Unlimited/Unlimited) Emb	Coins, \$3700/7200 edded	OOP, Ded/Coins	s with Prev Rx, (C	00N: 10000/200	000, 50%,	



# Health Plan Rate Confirmation for: Effective

1/1/2024

**CITY OF ARLINGTON** 

### MHC PREFERRED PORTFOLIO

1 MSI PP MN 0%-30/60 ALL COPAY		Passport	Elect	PNF	RCN	VPL	MHS
THIS FF WIN 0%-SU/60 ALL COPAY	Single	757.44	662.76	643.82	643.82	643.82	
	Family	1,892.28	1,655.74	1,608.44	1,608.44	1,608.44	734.
2 MSI PP MN 20%-30/60						1,008.44	1,835.
20/00	Single	773.50	676.82	657.48	657.48	657.48	75.0
	Family	1,932.42	1,690.86	1,642.56	1,642.56		750.
3 MSI PP MN 500-40/75-20%					2,012.50	1,642.56	1,874.
01/10/11 1/10/05/00-40/75-20%	Single	776.48	679.42	660.00	660.00	660.00	
	Family	1,939.84	1,697.36	1,648.88	1,648.88	660.00	753.
4 MSI PP MN 1000-40/75-20%				2,010.00	1,040.00	1,648.88	1,881.
4 10131 PP 1010 1000-40/75-20%	Single	768.24	672.20	653.00	(52.00		
	Family	1,919.28	1,679.36	1,631.38	653.00	653.00	745.
		and the second second and the second s		1,031.38	1,631.38	1,631.38	1,861.
5 MSI PP MN 1500-40/75-20%	Single	731.18	639.78	621.50			
	Family	1,826.70	1,598.36		621.50	621.50	709.
			1,558.50	1,552.68	1,552.68	1,552.68	1,771.
6 MSI PP MN 2000-50/100-20%	Single	694.52	607.72	500.01	••••••••••••••••••••••••••••••••••••••		
	Family	1,735.12		590.34	590.34	590.34	673.
			1,518.24	1,474.86	1,474.86	1,474.86	1,683.0
7 MSI PP MN 2500-50/100-20%	Single	669.20	F05 56				
	Family	1,671.88	585.56	568.82	568.82	568.82	649.3
		1,071.00	1,462.88	1,421.10	1,421.10	1,421.10	1,621.7
MSI PP MN 3000-50/100-20%	Single	647.82					
	Family		566.84	550.64	550.64	550.64	628.3
	i driniy	1,618.42	1,416.12	1,375.66	1,375.66	1,375.66	1,569.8
MSI PP MN 3200-20% HSA	Single	506.44	and the second sec			and the second second second second	
	Family	586.16	512.88	498.24	498.24	498.24	568.5
	Farmy	1,464.38	1,281.34	1,244.72	1,244.72	1,244.72	1,420.4
MSI PP MN 3500-20% HSA	Single						1,420.4
	101	570.42	499.12	484,86	484.86	484.86	553.3
	Family	1,425.10	1,246.96	1,211.32	1,211.32	1,211.32	
MSI PP MN 4000-20% HSA	Ici1					1)211.02	1,382.3
	Single	558.98	489.10	475.12	475.12	475.12	542.2
	Family	1,396.48	1,221.92	1,187.00	1,187.00	1,187.00	
MSI PP MN 5000-20% HSA					,	1,107.00	1,354.5
MSC T WIN 5000-20% HSA	Single	544.30	476.26	462.64	462.64	462.64	
	Family	1,359.80	1,189.82	1,155.82	1,155.82		527.96
MSI PP MN 6000-20% HSA			and the second second second	_,,	1,10,02	1,155.82	1,319.00
HIST FININ OUUU-ZU% HSA	Single	537.20	470.04	456.62	456.00		and an
	Family	1,342.08	1,174.32		456.62	456.62	521.08
			-,-, -, -, -, -, -, -, -, -, -, -, -, -,	1,140.76	1,140.76	1,140.76	1,301.80
MSI PP MN 8050-0% HSA	Single	515.58	451.12	438.24	120.24		
	Family	1,288.04	1,127.04		438.24	438.24	500.10
			-)/.04	1,094.84	1,094.84	1,094.84	1,249.40

# Arli-Dazzle Requests for December 2, 2023

• Parade Route- Permit

Starting with Parade staging on west end of Main, Parade starting at Hwy. 5 going East on Main to City shed (possible to check for low hanging tree limbs?)

- Close Main @ 12:00pm (no-parking signs) for pre-parade activities
- Ok Fireworks (Haupt's property)
- OK placement of portable Fire pits on Main Street
- Use of Main Street parking lot for AFD's Fish Camp
- If Icy, can main St. be sanded prior to?
- Request use of available orange cones for 5K
- Waive "Prohibition of Public consumption" on Parade Route