



Beachwood City Council Meeting
Tuesday, February 18, 2025, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Agenda

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call
2. **Administration of the Oath of Office by Mayor Justin Berns to:**
Police Patrol Officer Jeffrey Garcia
3. **Presentation of Firefighter of the Year**
Firefighter Ben Welsh
4. **Presentation by the Beachwood Marketing Junior Achievement Program**
Beachwood Marketing/Junior Achievement 2025 project Hope Heroes
Gabe Guiler, Griffin Preisler, Radha Pareek, Shreya Chellu, Ezrin Saltzman,
Regan Stock
5. **Citizen's Remarks (City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**
Girl Scout Troop 70642
6. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
7. Approval of Minutes (Consent Agenda)
Committee of the Whole Meeting held on January 27, 2025
Regular City Council Meeting held on February 3, 2025

Consent Agenda

Ordinances

1. 2025-6

An Ordinance authorizing and directing the payment of Certain Claims (Bills) for professional and other services; and declaring this to be an urgent measure

Resolutions

1. 2025-16

A Resolution accepting a Quotation from M&G Pools, LLC for the Spring Preparation, Daily Maintenance, and Winterization of the Beachwood Family Aquatic Center for 2024; and declaring this to be an urgent measure

2. 2025-17

A Resolution authorizing the Mayor to purchase Pool Chemicals from Patterson Pools, LLC through the end of the 2025 season for the City of Beachwood, Ohio Family Aquatic Center; and declaring this to be an urgent measure

3. 2025-18

A Resolution authorizing the Mayor to purchase Body-Worn Cameras and Dash Cameras for the City of Beachwood Police Department from Motorola Solutions, Inc. and to accept a Quotation from Hall Public Safety Co. for the Installation of the New Equipment; waiving competitive bidding; and declaring this to be an urgent measure

Old Business

Ordinances

1. 2024-81

An Ordinance rezoning of 2509 and 2515 South Green Road, Beachwood, Ohio (PPN# 741-09-002 and 741-09-001), from U-1 Single Family Residential District to U-5 Public and Institutional District
Placed on First Reading and Referred to P&Z: December 2, 2024
Second Reading and Refer to a Public Hearing

2. 2024-82

An Ordinance rezoning 23250 Chagrin Boulevard, Beachwood, Ohio (PPN# 742-23-002), from U-7A General Office Building District to U-3C Planned Multi Family Residential District
Placed on First Reading and Referred to P&Z: December 16, 2024
Second Reading and Refer to a Public Hearing

3. 2025-4

An Ordinance amending Ordinance No. 2017-23 to adjust the Compensation of the Mayor/Director of Public Safety
Placed on First Reading: February 3, 2025
Second Reading

New Business

Resolutions

1. 2025-15

A Resolution confirming the appointment of Larry Gordon as Chairman for the City of Beachwood, Ohio Civil Service Commission; and declaring this to be an urgent measure

Correspondence

1. Notice to Legislative Authority – Ohio Division of Liquor Control

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Monday, March 3, 2025 at 7:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit:

www.BeachwoodOhio.com

Council Members: Alec Isaacson – Council President

Danielle Shoykhet – Council Vice-President

Jillian DeLong, Joshua Mintz, Peter L. Smith

Ali B. Stern, June E. Taylor

Clerk of Council: Whitney M. Crook, MMC



**BEACHWOOD CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
MONDAY, JANUARY 27, 2025, 6:00 PM
BEACHWOOD CITY HALL, CONFERENCE ROOM A
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 6:00 PM by Council President Alec Isaacson

Roll Call

Present – Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern, Ms. Taylor

Others Present – Mayor Berns, Mr. Hunt, Mr. Lombardi, Mr. Roenigk, Mr. Smerigan,
Ms. Turick

1. Mayor's Report

None.

2. Executive Session discussion regarding the acquisition of property for public use

Move by A. Isaacson, seconded by A. Stern, at 6:02 P.M. to enter Executive Session.

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

Back on the Record at 6:56 P.M.

Moved by A. Isaacson, seconded by D. Shoykhet, at 6:56 P.M. to adjourn Executive Session.

3. Discussion regarding Mayoral Salary

Discussed after P&Z item #4. The discussion focused on the proposed changes based upon the updated recommendations as follows: effective January 1, 2026, the salary for the Mayor shall be set at \$165,000. Beginning January 1, 2027, and annually thereafter, the salary shall be adjusted by the lesser of three percent (3%) or the Social Security Cost of Living Adjustment (COLA) for that year.

This item will be added to the next available Council Agenda for First Reading.

4. Discussion regarding proposed Planning & Zoning Code Changes.

Discussed first after Executive Session. No changes at this time and placed on February 3rd agenda for First Reading and Referral to the Planning and Zoning Commission for Report and Recommendation.

5. Discussion regarding Council's Appointment to the Planning & Zoning Commission

Moved by A. Isaacson, seconded by A. Stern, at 7:57 P.M. to enter Executive Session.

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

Back on the Record at 8:29 P.M.

Moved by A. Isaacson, seconded by D. Shoykhet, at 8:30 P.M. to adjourn Executive Session.

6. Any other matters coming before the Committee of the Whole

None.

Adjournment

Adjourn to the next Regular City Council Meeting at 8:31 PM

Clerk

Mayor

Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.

A written synopsis of all agenda items and votes shall also be promptly prepared and kept



**REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, FEBRUARY 3, 2025, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEYARD,
BEACHWOOD, OHIO 44122**

Called to order at 7:17 PM by Council President Alec Isaacson

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call
Present - Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern,
Ms. Taylor
Absent - None
Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Police Chief Grispino,
Mr. Heiser, Fire Chief Holtzman, Mr. Hunt, Mr. Lombardi, Mr. Roenigk, Mr. Rose
Mr. Schroeder, Ms. Turick

2. **Presentation of Public Service Recognition Certificate and Administration of the Oath of Office by James Pasch to:
Councilman Peter L. Smith**

Done

3. **Presentation of Public Service Recognition Certificate to:
Mr. Indy Dhillon**

Not Present

4. **Citizen's Remarks (City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**

(Please see Video Recording for full remarks:

<https://www.beachwoodohio.com/528/Live-Stream-Recorded-Meetings>)

Kyle Fishman

Mr. Fishman made remarks.

5. Reports

Mayor

- a. Mayor Berns expressed gratitude to the Fire Department and firefighters for their mutual aid response to a large fire in Cleveland Heights on January 24. He noted that firefighters worked alongside other agencies for more than 20 hours to extinguish the blaze.

Mayor Berns also thanked the Cleveland Jewish Federation for hosting an active threat exercise and encouraged residents to visit the Community Center's art exhibits in celebration of Black History Month.

b. Council Members (non-agenda items)

Ms. Stern thanked the Beachwood Police for their assistance with a neighbor's dog.

Ms. DeLong welcomed the School Board Vice President.

Mr. Isaacson expressed appreciation to Chief Grispino and the police officers for their presence and service at a recent incident and event. He also highlighted the Recreation Department's Bingo event.

c. Department Directors

Mr. Arrietta congratulated and welcomed Councilman Smith.

Mr. Schroeder welcomed Councilman Smith and provided updates on several events, including Bingo Night on February 27, which is nearly sold out, and the February Freeze on February 13 from 6–8 PM outside City Hall. He also discussed summer job hiring and the finalization of a concession vendor for the outdoor pool.

Mr. Lombardi clarified details regarding the Mayor's letter to CJN and acknowledged an error in the format provided for Moody's rating, apologizing for any confusion. He also noted that registration remains open for the 2025 State of the City, taking place on February 19 at Site Centers at 8 AM.

Ms. Bierterman welcomed Mr. Smith and provided an Economic Development update.

Ms. Turick will be coordinating RSVPs for the State of the City.

Police Chief Grispino congratulated and welcomed Councilman Smith and spoke about recent training at the Federation.

Fire Chief Holtzman welcomed Councilman Smith and provided an update on the Cleveland Heights fire.

Mr. Heiser welcomed Councilman Smith and discussed the bond rating, property tax, and cash flow projections.

4. Approval of Minutes:

Committee of the Whole Meeting held on January 21, 2025

Regular Council Meeting held on January 21, 2025

Moved by: A. Isaacson, Seconded by: A. Stern

Voice Vote

On the Approval:

Yes: 6

No: 0

Abstain: 1

Not Voting: 0

New Business

1. 2025-3

An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure

Moved by: J. DeLong, Seconded by: J. Taylor

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

2. 2025-4

An Ordinance amending Ordinance No. 2017-23 to adjust the Compensation of the Mayor/Director of Public Safety

Placed on First Reading: February 3, 2024

Moved by: J. Taylor, Seconded by: D. Shoykhet

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

3. 2025-5

An Ordinance amending Various Sections of the City of Beachwood, Ohio Planning and Zoning Code

First Reading and Refer to Planning and Zoning Commission: February 3, 2025

Vice President Shoykhet made the following remarks regarding this item:

“As I have already relayed to the administration, I wanted to voice my concerns around some of the verbiage as it relates to the proposed building code changes around maximum square footage allowance.

I have taken the time to interview some of the top brokers, developers and appraisers in northeast Ohio who are intimately familiar with Beachwood, some of whom currently live in Beachwood. While the feedback was that some limitation is warranted, and I fully agree, the proposed maximum square footage may not be in the best interest of Beachwood property owners due to it being overly restrictive. This could limit potential future increases in property value, especially for long-time Beachwood homeowners.

I believe the proposed changes have good intentions behind them, and I am okay passing this on first reading, with the understanding that changes need to be made in order for me to ultimately support this. I look forward to working with the administration and my colleagues on council to finding a consensus which we can all support.”

Moved by: J. Mintz, Seconded by: A. Stern

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Resolutions

1. 2025-9

A Resolution authorizing the Mayor to enter into an Agreement with NOPEC, INC., the Northeast Ohio Public Energy Council ("NOPEC") for an Energized Community Grant; and declaring this to be an urgent measure

Moved by: P. Smith, Seconded by: J. Mintz

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

2. 2025-10

A Resolution accepting a Proposal from Fonroche Lighting America for the City of Beachwood Solar Lighting Pilot Program; and declaring this to be an urgent measure

Moved by: A. Stern, Seconded by: A. Isaacson

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Resolutions (continued)

3. 2025-11

A Resolution authorizing the Mayor to enter into an Agreement with Signal Service Company for the replacement of the Traffic Control Cabinet at the intersection of Richmond Road and Harvard Road in the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: D. Shoykhet, Seconded by: J. Taylor

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

4. 2025-12

A Resolution authorizing the Mayor to enter into an Agreement with Branden R. Burns, LLC to provide Pool Management through the 2025 Season for the City of Beachwood Family Aquatic Center; and declaring this to be an urgent measure

Moved by: J. Mintz, Seconded by: J. DeLong

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Resolutions (continued)

5. 2025-13

A Resolution accepting a Quotation from Motorola Solutions, Inc. for the purchase of Mobile Radios for the City of Beachwood, Ohio Fire Department; and declaring this to be an urgent measure

Moved by: P. Smith, Seconded by: D. Shoykhet

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

6. 2025-14

A Resolution authorizing the Mayor to purchase three (3) 2025 Ford Explorer Police Interceptor Vehicles and one (1) 2025 Ford F150 Police Vehicle for the City of Beachwood Police Department from Montrose Auto Group and to accept a quotation from Hall Public Safety Co. for the upfitting of the four (4) vehicles; waiving competitive bidding; and declaring this to be an urgent measure

Moved by: D. Shoykhet, Seconded by: J. DeLong

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Motions

1. A Motion Authorizing the Clerk of Council to advertise for Bids for the installation of a new roof at the Beachwood Public Works Department per BCO 121.09 and ORC 7.16

Moved by: J. Taylor, Seconded by: D. Shoykhet

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Any other matters coming before City Council

Ms. Taylor made remarks

Adjournment

Adjourn to the next Regular City Council Meeting at 7:48 PM

Approved:

Clerk

Mayor

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

For Supplies and Services	February 18th, 2025	\$ 64,675.55
CALEA	Invoice-Police	\$ 11,450.00
Chagrin River Watershed	Invoice	\$ 6,200.00
Code Consultation-Kowalczyk	Plan Review Services	\$ 1,062.50
Main Event Entertainment-Camps	Invoice	\$ 4,048.25
PowerDMS	Invoice	\$ 5,119.80
Roetzel	Professional Services	\$ 36,795.00

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 18th day of February 2025 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 19th day of February 2025 and filed it with the Clerk.

Mayor



13575 HEATHCOTE BOULEVARD SUITE 160
GAINESVILLE, VA 20155
(703) 352-4225

Invoice

RECEIVED

01/15/2025

INV45223

JAN 28 2025

FINANCE DEPT

Bill To:

Beachwood Police Department
Accounts Payable
2700 Richmond Road
Beachwood OH 44122

Ship To:

Beachwood Police Department
Accounts Payable
P.O. Box 22659
Beachwood OH 44122

Purchase Order No.	Customer ID	Ship Method	Payment Terms	Ship	
	N290		Net 30	01/15/2025	
Quantity	Item Code	Description		Price Each	Amount
1	0030300010100	Accreditation Fee		\$11,450.00	\$11,450.00

Thank you for joining the program.

Total

\$11,450.00

12

PAYMENT REMITTANCE:
BOX 424064
WASHINGTON, DC 20042-4064

I DO HEREBY CERTIFY THERE ARE (AND WERE
AT TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

APPROVED FOR PAYMENT

BY: D.C. Reese

DATE: 01-24-2025

P/O: 2025-00434

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PURCHASE ORDER

Deliver To CITY OF BEACHWOOD
SHIPPING AND RECEIVING
23355 MERCANTILE ROAD
BEACHWOOD, OH

Vendor 02201
Commission On Accreditation
FOR LAW ENFORCEMENT AGENCIES
13575 HEATHCOTE BOULEVARD, SUITE 320
GAINESVILLE, VA 20155

Bill To: Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Page: 1
P.O. Number: **2025-00434**
P.O. Date: 01/24/2025
Req. Number: 25-221-0032-A
Requested By: Cindi Gotliebowski
Blanket Type:
Ship Via:
Terms:

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	CALEA ACCREDITATION FEE	101.221.55330	1		11,450.0000	\$11,450.00

Page Total: \$11,450.00

Purchase Order Total: \$11,450.00

INITIAL ACCREDITATION FEE: CALEA MEMBERSHIP (UP TO 36 MONTHS), PUBLICATION ACCESS, CALEA ACCREDITATION TOOL BY POWERDMS

DIRECTOR OF FINANCE CERTIFICATE

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

1/24/2025

DIRECTOR OF FINANCE

Date



LAW ENFORCEMENT ENROLLMENT FORM

Agency Name: Beachwood Police Department
Street Address: 2700 Richmond Road
P.O. Box No: _____ P.O. Box Zip/Postal Code 44122
City: Beachwood State/Province: Ohio
Zip/Postal Code: 4122
Agency Telephone: 216-464-2343 Agency Fax: 216-292-1954
Special Shipping Instructions: _____
Total Authorized Full-time Employees: Sworn: 51 Non-sworn 22 Total 73

Agency's Chief Executive Officer

Name: Daniel Grispino
Title: Chief
Telephone: 216-595-3731 E-mail: daniel.grispino@beachwoodohio.com

Agency's Accreditation Contact

Name: Kenneth Zbiegien
Title: Accreditation Manager
Telephone: 216-292-924 E-mail: kenneth.zbiegien@beachwoodohio.com

The commitment our agency must make in working with CALEA toward accreditation is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that CALEA requires in making its determination for awarding accreditation. It is also understood that our agency is entering into a nonadversarial working relationship with CALEA and that our agency can terminate its status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.

Date: 11/6/25

By: [Signature] Signature

Daniel Grispino Typed Name

Chief Title

THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT ACCREDITATION AGREEMENT

This Agreement is entered into between the City of Beachwood, located at 25325 Fairmount Blvd., Beachwood, Ohio 44122, telephone number 216-464-2343, hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 160, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as "CALEA."

WITNESSETH

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement: (a) by CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

- 2.1 Provide all information, documents, files, records, and other data as required by CALEA so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.
- 2.2 Fully and accurately respond to all communications from CALEA within ten (10) business days from the receipt thereof.

3. CALEA'S RESPONSIBILITIES: CALEA agrees to:

- 3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.
- 3.2 Provide qualified personnel and other appropriate resources for the purpose of conducting assessments of the Agency's compliance with applicable standards.
- 3.3 Promptly analyze compliance data and advise the Agency of the results of any assessment performed and the need for additional information, if any.
- 3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

3.5 If the Agency is accredited, (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of CALEA, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Upon expiration of the 36 month for accreditation following the effective date of this Agreement, unless payment of requisite fees have been received; or
- (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
- (d) Upon expiration or revocation of the Agency's accredited status; or
- (e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 CALEA may, at its discretion, and upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Guide to Successful Accreditation Management.

Extensions are provided in 6 or 12 months increments. If the Agency has not been presented to CALEA prior to the expiration of this Agreement, CALEA will generate an extension invoice and send it to the Agency. This process will continue until the Agency is presented to CALEA as a candidate for initial accreditation.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for CALEA to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, CALEA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. The initial accreditation fee includes access to CALEA PowerDMS Accreditation Tool software. The software log in credential will be provided after this Agreement is executed. All accreditation fees must be paid in full prior to requesting an assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

Accreditation Payment Option

The agency elects Single installment(s) accreditation payment option. The amount of \$11450 is herein remitted to CALEA. Purchase Order, is herein remitted with Agreement.

AND

The Agency will be billed for CALEA's projected initial assessment charge and payment will be required prior to the initial assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 The Agency will be invoiced an annual Continuation Fee following the date of the initial accreditation award. The Continuation Fee of \$4065 is defined as the Service Charge and projected Assessment Charges for reaccreditation subject to change after each reaccreditation award with the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following the initial award and each subsequent award thereafter. CALEA reserves the right to make adjustments to annual Continuation fees at the beginning of each reaccreditation award period based on projected services.

6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. CALEA AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, CALEA shall be acting as an independent contractor and neither CALEA nor any officer, employee, or agent of CALEA will be deemed an employee of the Agency. The selection and designation of the personnel of CALEA in performance of its responsibilities under this Agreement shall be made by CALEA.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

8. AUTHORITY:

The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

It is understood that CALEA's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

Any waiver by CALEA or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

Agency accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS:

CALEA Publications are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means - electronic, mechanical, photocopying, recording or otherwise - without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS:

CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

18. POWERDMS ACCREDITATION MANAGEMENT SOLUTION:

CALEA recognizes PowerDMS, Inc. ("PowerDMS") as exclusive provider for CALEA accreditation management software.

19. CONFIDENTIALITY:

CALEA shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to this Agreement. CALEA shall not disclose, distribute, or release to any person or organization contents thereof, either provided by the Agency or developed by CALEA in the furtherance of its responsibilities under this Agreement.

Exceptions to this confidentiality clause include valid court orders issued by any federal or state court directing the release of such information. Additionally, CALEA shall be authorized by the Agency to conduct an open meeting regarding the Agency's candidacy for accreditation, or, its continued compliance with applicable standards. This shall include but not be limited to all factual matters relating to the assessment of the agency for accreditation, and all comments which form a basis for the opinion either in favor of or against accreditation.

Requests to waive the open meeting exclusion must be made by the Agency in writing and define the specific content or information held by CALEA that shall not be disclosed.

Notwithstanding specific instructions of the Agency, any agent or employee of CALEA shall be authorized to receive information, either provided by the Agency or developed by the CALEA in furtherance of its responsibilities under the agreement.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on _____, 20 ____.

Witness:

By _____

By Justin Berns
(signature)

Justin Berns
(typed name)

Mayor
(title)*

By _____

By _____
(signature)

(title)**

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on January 15, 20 25.

Witness:

The Commission on Accreditation for Law Enforcement
Agencies, Inc.

By Wendi Jones

By W. Craig Hartley, Jr.
Executive Director

Mayor

*Title of the Agency's Chief Executive Officer.

**Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

Adm 61-07/2023



PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT

TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("**Agreement**") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 160 Gainesville, Virginia 20155-6660 ("**Licensors**"); and The City of Beachwood, located at 25325 Fairmount Blvd., Beachwood, Ohio 44122 ("**Licensee**") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensors which includes the following:

- a. CALEA Standards for Law Enforcement Agencies;
- b. CALEA Standards for Public Safety Communications Agencies;
- c. CALEA Standards for Public Safety Training Academies;
- d. CALEA Standards for Campus Security Agencies; and
- e. CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensors and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensors hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

ADM4/15 (6.2020)

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II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

III. Fees

- a. **SUBSCRIPTION FEES** - The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

☒ **CALEA Enrolled Agencies**

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable PowerDMS/CALEA Assessment Tool(s). **Subscription payments, including the fees applicable to the PowerDMS/CALEA Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

☐ **Non-Enrolled Agencies**

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

☐ **Non-Public Safety Academic Institutions**

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

☐ **Individuals**

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

- b. **BILLING** - Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. NOTE: This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.

Beachwood Police Department

- c. **BILLING ENTITY** - CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the PowerDMS/CALEA Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

IV. CALEA Commitment to Customer Service

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

V. Authorized Use of Licensed Materials

- a. **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- b. **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
 - 1. Display - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
 - 2. Digitally Copy - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
 - 3. Print Copy - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.
 - 4. Databases - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

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5. Electronic Links - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

VII. Specific Restrictions on Use of Licensed Materials

- a. Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- b. Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- c. Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- d. Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VIII. Licensor Performance Obligations

- a. Availability of Licensed Materials - Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- b. Support - General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- c. PowerDMS services - Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

Beachwood Police Department

IX. Licensee Performance Obligations

- a. Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- b. Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- c. Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

X. Mutual Performance Obligations

- a. Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- b. Implementation of Developing Security Protocols - (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

XI. Term

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date.

Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

Beachwood Police Department

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause, access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor

Beachwood Police Department

makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XVIII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XIX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XX. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXI. Governing Law

Laws will be governed by the state of Ohio Virginia regarding disputes arising from this agreement.

Beachwood Police Department

**SIGNATURE PAGE
ACCEPTED AND AGREED:**

Licensee

Signature: 

Name: Justin Berns

Title: Mayor

Date: 1/14/2025

CALEA®

Signature: 

Name: W. Craig Hartley, Jr.

Title: Executive Director

Date: January 15, 2025

CALEA has caused this Agreement to be executed on January 15, 2025.

Adm Lic 04/2015

Beachwood Police Department

ADDENDUM A

PowerDMS/CALEA Assessment Tools Terms and Conditions

Thank you for enrolling in our PowerDMS/CALEA Assessment tool (the “**Service**”) utilizing our PowerDMS document management software application (collectively, “**Software**”), through our access-controlled website (the “**Site**”). These Terms and Conditions (the “**Terms**”) govern your subscription for the Service (the “**Subscription**”) and your use of the Service, the Software and the Site. These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a “**User**”), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access or use, or permit any User to access or use, the Site, the Service or the Software.

1. Limited Right to Use Service During Subscription Period

You are granted a nonexclusive, nonassignable, revocable right during the specified period of your Subscription (the “**Subscription Period**”) to access the Site and use the Service and the Software and to permit those Users included in your Subscription to do so, subject to your payment of all fees applicable to your Subscription and these Terms. At the end of the Subscription Period, the use of the Service by you and your Users will terminate unless the Subscription Period is renewed. Use of the Service may be terminated by us in the event of the breach of these Terms by you or any User.

2. Our Rights in the Site, the Service, and the Software

We retain all rights in the Site, the Service, and the Software. Except as expressly provided in these Terms, no license or other right is granted to Customer or any User in the Site, the Service or the Software. Our name, logo(s), and product name(s) associated with the Service are trademarks belonging to us or to third parties, and they may not be used without our prior written consent.

3. Restrictions

You agree to comply, and cause your Users to comply, with all applicable laws in using the Service.

You agree that neither you nor any of your Users will (i) modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or any other technology used to provide the Service; (iii) sublicense, resell or distribute the Software in any manner or form; (iv) share Service login credentials with other parties, (v) “frame” or “mirror” the Service, or (vi) assign or transfer any rights with respect to the Site, the Service or the Software.

Beachwood Police Department

You will not submit, or permit any User to submit, to the Service any data, information or material ("**Customer Data**") that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise deemed objectionable by us in our sole discretion.

4. Passwords and Access

You are responsible for maintaining the security and confidentiality of, and are responsible for all activities undertaken, using the usernames and passwords assigned to your Users. You agree to notify us immediately if you become aware of any unauthorized access or use of the Service using any such username or password or otherwise.

5. Your Data

As between you and us, all Customer Data submitted by you or your Users to the Service will remain the sole property of you or such Users. You hereby grant us a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (i) to provide, maintain and improve the Service and (ii) to confirm compliance with the terms of this Agreement.

You will have sole responsibility, and we assume no responsibility, for the Customer Data.

During the Subscription Period, you may extract (in native format or common format of digital file) and/or purge Customer Data at any time directly through the Service. We shall have no obligation to retain any Customer Data or to make the Customer Data available other than through the self-service method provided through the Service during the Subscription Period.

6. Confidentiality

"Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with the Service or these Terms and (i) would reasonably be considered to be of a confidential nature or (ii) is confirmed in writing at the time of disclosure to be confidential.

Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate, at the sole expense of the providing party, with any attempt to procure a protective order or similar treatment.

Beachwood Police Department

Neither party (nor, in Customer's case, any User) will use the other party's Confidential Information except as reasonably required for the performance of the Service and these Terms. Each party agrees not to disclose (or, in Customer's case, permit its Users to disclose) the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of the Subscription Period.

Each party will, upon the request of the disclosing party, destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand. The disclosing party shall promptly reimburse any expense or cost (including attorneys' fees) incurred in connection with the challenge to or compliance with such legal process.

7. Disclaimers and Limitations.

THE SITE, SERVICE OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, SITE OR SOFTWARE. WE DO NOT WARRANT THAT USE OF THE SITE, SERVICE OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY THAT THE SITE, SERVICE OR SOFTWARE COMPLY WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT THAT MAY BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR (I) ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SERVICE OR THESE TERMS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO US BY YOU WITH RESPECT TO THE SUBSCRIPTION.

8. Indemnification

~~You agree to release, indemnify and hold us, our officers, employees and supporting contractors harmless from any (a) claim or demand made by any third party due to or arising out of the use of the Service by you or your Users, your violation of these Terms, or the infringement by you, any User or any of the Customer Data of any right of any person or entity, together with any court costs and reasonable attorneys' fees incurred in connection with such claim or demand, or (b) damages, losses, costs, expenses, judgments or liability arising from the use of the Service by you or your Users in any jurisdiction other than the United States.~~

Beachwood Police Department

9. Modifying or Suspending Services

We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

We reserve the right to suspend the use of the Service by any User if we believe such User's use of the Service is disrupting the Service, causing harm to our computers, systems or infrastructure or violating any applicable law or the rights of any third party (or would be likely to do any of the foregoing if continued).

The Service may also be suspended to the extent that the provision of the Service is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond our control.

10. Choice of Law; Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Ohio ~~Florida~~ and applicable federal law, without any strict construction in favor of or against either party. Any action arising under or relating to these Terms shall lie within the exclusive jurisdiction of the State and Federal Courts located in Cuyahoga County, Ohio ~~Orange County, Florida~~.

11. Assignment; Third Parties

You may not assign the Subscription without our prior written approval. There are no third-party beneficiaries to the Subscription or these Terms.

12. Entire Agreement; Waiver; Modification

These Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. We reserve the right to modify these terms from time to time, and will tell you about any modification through the Service or by an email message to the email address you provide for the purpose of receiving notifications with respect to the Service. Modifications will take effect no earlier than ten (10) business days after notice is given.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and these Terms will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from these Terms.

Beachwood Police Department



25325 FAIRMOUNT BLVD - BEACHWOOD - OHIO 44122

Remit To Code: 06575 Pay To Name: Chagrin River Watershed Partners, Inc. 01/23/2025 0000025426

Invoice number	Inv. Date	PO Number	Description	Account	Amount
3037	01/06/2025	2025-00324	WATERSHED PARTNERS MEMBERSHIP	101 341.55330	\$6,200.00

Total \$6,200.00

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK



25325 FAIRMOUNT BLVD - BEACHWOOD - OHIO 44122

CHECK NO.

0000025426

DATE

01/23/2025

DOLLAR BANK

6-7039
2410

VOID AFTER 60 DAYS

AMOUNT

\$*****6,200.00

PAY :

**SIX THOUSAND TWO HUNDRED dollars and 00 cent

TO THE ORDER OF

Chagrin River Watershed Partners, Inc.
P.O. BOX 229
WILLOUGHBY, OH 44096

FINANCE DIRECTOR

⑈025426⑈ ⑆241070394⑆ 2675081613⑈

✓
Chagrin River Watershed Partners, Inc.
P.O. Box 229
Willoughby, OH 44096-0229 US
+14409753870
Imoran@crwp.org
www.crwp.org

RECEIVED
JAN 15 2025
FINANCE DEPT

INVOICE

BILL TO

City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

INVOICE # 3037

DATE 01/06/2025

DUE DATE 02/05/2025

TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
January 1, 2025 through December 31, 2025 Chagrin River Watershed Partners Member Dues	1	6,200.00	6,200.00

BALANCE DUE

\$6,200.00
R ✓

I DO HEREBY CERTIFY THERE ARE (AND WERE)
AT TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT *JAH*

APPROVED FOR PAYMENT

BY: *C. Cunniff*

DATE: 1-17-25

P/O: 2025-00324

Approved
[Signature] 1/17/25
Director

Req. No 119837

X <u><i>C. Carrizosa</i></u> AUTHORIZED SIGNATURE	TOTAL AMOUNT <u>\$10,700.00</u> PURCHASING SUPERVISOR'S APPROVAL _____ DATE _____
--	--

Page 28 of 175



PURCHASE ORDER

Deliver To CITY OF BEACHWOOD
SHIPPING AND RECEIVING
23355 MERCANTILE ROAD
BEACHWOOD, OH

Vendor 06575
Chagrin River Watershed Partners, Inc.
P.O. BOX 229
WILLOUGHBY, OH 44096

Bill To: Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Page: 1
P.O. Number: **2025-00324**
P.O. Date: 01/14/2025
Req. Number: 25-341-0070-A
Requested By: Carol Morrison
Blanket Type:
Ship Via:
Terms:

Line	Description	Account	Qty	Unit	Price/Unit	Amount
002	WATERSHED PARTNERS MEMBERSHIP	101.341.55330				\$6,200.00

Page Total: \$6,200.00

Purchase Order Total: \$6,200.00

JANUARY 1 - DECEMBER 31, 2025

DIRECTOR OF FINANCE CERTIFICATE

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

1/14/2025

DIRECTOR OF FINANCE

Date

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

FEB 03 2025

FINANCE DEPT

February 1, 2025

The City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, OH 44122

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of January 2025 \$1,062.50
(See attached sheet for breakdown)

Total amount due

One Thousand Sixty-two and Fifty Cents \$1,062.50

Please make check payable to "Code Consultation & Plan Review Services, LLC." Thank you.



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT
BY: _____
DATE: 2-3-25
P/O: 2025-00054

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood
Plan Examination Services
January 2025 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2024-07808	BW25-01 1/2/25	Advanced Behavioral Therapy 23645 Mercantile Road, Suite B Fire Sprinkler System Alterations	1 hour	\$125.00
2024-05467	BW24-23.1 1/6/25	Select Management 2000 Auburn Drive, Suite 410 Interior Alterations - Revisions	30 minutes	\$62.50
2024-06886	BW25-02 1/8/25	Millennium Controls 23550 Commerce Park Road Fire Sprinkler System Alterations	1 hour	\$125.00
2025-00181	BW25-03 1/11/25	The Agnew Performance Academy 23400 Mercantile Road, Unit 6 Interior Alterations	1 hour 30 min.	\$187.50
2023-04985	BW25-04 1/13/25	Salon Place 23533 Mercantile Road Fire Alarm System	1 hour	\$125.00
2025-00403	BW25-05 1/22/25	Spark by Hilton 26300 Chagrin Boulevard Clarion Hotel Conversion	1 hour 30 min.	\$187.50
2025-00456	BW25-06 1/23/25	Cleveland Clinic 3275 Science Park Drive Pediatric Therapy Room	2 hours	\$250.00
Total:				\$1,062.50

Paul Kowalczyk, MPE #798



25325 FAIRMOUNT BLVD - BEACHWOOD - OHIO 44122

Remit To Code: 06570 Pay To Name: Main Event Entertainment, Inc

01/30/2025

0000025510

Invoice number	Inv. Date	PO Number	Description	Account	Amount
Q-255894	01/22/2025	2025-00409	FT 2025	101.512.54420	\$674.75
Q-255902	01/22/2025	2025-00409	FT 2025	101.512.54420	\$2,361.25
Q-255909	01/22/2025	2025-00409	FT 2025	101.512.54420	\$1,012.25

- COPY -

Total \$4,048.25

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK



25325 FAIRMOUNT BLVD - BEACHWOOD - OHIO 44122

CHECK NO.

0000025510

DATE

01/30/2025

DOLLAR BANK

6-7039
2410

VOID AFTER 60 DAYS

AMOUNT

\$*****4,048.25

PAY:

**FOUR THOUSAND FORTY-EIGHT dollars and 25 cents

TO THE ORDER OF

Main Event Entertainment, Inc
35605 Chester Road
Avon, OH 44011

FINANCE DIRECTOR

⑈025510⑈ ⑆241070394⑆ 2675081613⑈

Teen Camp (1/3 City of Beachwood) - Youth All Access (3 Hr)

Main Event - Avon
35605 Chester Rd.
Avon, OH 44011

RECEIVED

JAN 29 2025

FINANCE DEPT

MAIN EVENT

Event Order Q-255894
Email: avosales@mainevent.com
Phone: 440-398-0611

Event Date: Tuesday, June 10, 2025
Start Time: 10:30 AM
Guest Count: 50

Teen

****TENTATIVE CONTRACT - DATES, TIMES AND SPACE WILL NOT BE RESERVED FOR THIS EVENT UNTIL SIGNATURE AND DEPOSIT ARE RECEIVED BY THE CENTER****

ACCOUNT	PRIMARY CONTACT	EMAIL	PHONE
Beachwood City School District	Shannon Diamond	shannon.diamond@beachwood	12167987614

ITINERARY

PLEASE ARRIVE 15 MINUTES BEFORE START OF THE EVENT

Time	Activity	Location	Sessions	Qty.
10:30 AM - 1:30 PM	All You Can Play Activities 3 Hours		1	50
11:30 AM - 12:30 PM	2 Slices of Pizza			50

EVENT OVERVIEW

Package Selection

DETAILS

Youth All Access AM

I DO HEREBY CERTIFY THAT I HAVE WITH
AT TIME OF RENDERING OF SERVICES
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

QTY. UOM PRICE EA. TOTAL
50 per Guest \$26.99 \$1,349.50

Menu

DETAILS

2 Slices of Pizza

QTY. UOM PRICE EA. TOTAL
50 per Guest Included \$0.00

2 slices of pizza + medium soft drink

APPROVED FOR PAYMENT

Approved
1/30/25
Finance Director

Activities

DETAILS

All You Can Play Activities 3 Hours

QTY. UOM PRICE EA. TOTAL
50 per Guest Included \$0.00

3 Lanes Reserved

Bowling Shoes

50 per Guest Included \$0.00

2 Hour Time Card

50 per Guest \$0.00 \$0.00

2 Hours of all you can play video games. No points or prizes awarded. Not valid for VR play. Only valid day of event. Rainbow colored card readers only.

Entitlement

100 per Guest \$2.00 \$200.00

50% dep. paid on 1/30
\$674.75

Bison Camp (2/3 City of Beachwood) - Youth All Access (3 Hr)

Main Event - Avon
35605 Chester Rd.
Avon, OH 44011

Event Date: Thursday, June 12, 2025
Start Time: 10:30 AM
Guest Count: 175

RECEIVED

JAN 29 2025

FINANCE DEPT

Bison

MAIN EVENT

Event Order Q-255902
Email: avosales@mainevent.com
Phone: 440-398-0611

TENTATIVE CONTRACT - DATES, TIMES AND SPACE WILL NOT BE RESERVED FOR THIS EVENT UNTIL SIGNATURE AND DEPOSIT ARE RECEIVED BY THE CENTER

ACCOUNT	PRIMARY CONTACT	EMAIL	PHONE
Beachwood City School District	Shannon Diamond	shannon.diamond@beachwood	12167987614

ITINERARY

PLEASE ARRIVE 15 MINUTES BEFORE START OF THE EVENT

Time	Activity	Location	Sessions	Qty.
10:30 AM - 1:30 PM	All You Can Play Activities 3 Hours		1	175
11:30 AM - 12:30 PM	2 Slices of Pizza			175

EVENT OVERVIEW

Package Selection

DETAILS	QTY.	UOM	PRICE EA.	TOTAL
Youth All Access AM	175	per Guest	\$26.99	\$4,723.25

Menu

DETAILS	QTY.	UOM	PRICE EA.	TOTAL
2 Slices of Pizza	175	per Guest	Included	\$0.00
2 slices of pizza + medium soft drink				

Activities

DETAILS	BY:	DATE:	P/O:	QTY.	UOM	PRICE EA.	TOTAL
All You Can Play Activities 3 Hours		1/18/25	2025-00409	175	per Guest	Included	\$0.00
9 Lanes Reserved				175	per Guest	Included	\$0.00
Bowling Shoes				175	per Guest	\$0.00	\$0.00
2 Hour Time Card				175	per Guest	\$0.00	\$0.00
2 Hours of all you can play video games. No points or prizes awarded. Not valid for VR play. Only valid day of event. Rainbow colored card readers only.							
Entitlement				350	per Guest	\$2.00	\$700.00

50% dep. paid on 1/30
\$2361.25

Sports Camp (3/3 City of Beachwood) - Youth All Access (3 Hr)



Main Event - Avon
35605 Chester Rd.
Avon, OH 44011

RECEIVED

JAN 29 2025

Event Order Q-255909
Email: avosales@mainevent.com
Phone: 440-398-0611

Event Date: Friday, June 13, 2025
Start Time: 10:30 AM
Guest Count: 75

Sports

FINANCE DEPT

****TENTATIVE CONTRACT - DATES, TIMES AND SPACE WILL NOT BE RESERVED FOR THIS EVENT UNTIL SIGNATURE AND DEPOSIT ARE RECEIVED BY THE CENTER****

ACCOUNT	PRIMARY CONTACT	EMAIL	PHONE
Beachwood City School District	Shannon Diamond	shannon.diamond@beachwood	12167987614

ITINERARY

PLEASE ARRIVE 15 MINUTES BEFORE START OF THE EVENT

Time	Activity	Location	Sessions	Qty.
10:30 AM - 1:30 PM	All You Can Play Activities 3 Hours		1	75
11:30 AM - 12:30 PM	2 Slices of Pizza			75

EVENT OVERVIEW

Package Selection

DETAILS

Youth All Access AM

DO HEREBY CERTIFY THERE ARE (AND WERE AT TIME OF RENDERING OF SERVICES) SUFFICIENT FUNDS LAWFULLY APPROPRIATED OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE INCURRED IN THE ATTACHED DOCUMENT

QTY.	UOM	PRICE EA.	TOTAL
75	per Guest	\$26.99	\$2,024.25

Menu

DETAILS

2 Slices of Pizza

2 slices of pizza + medium soft drink

QTY.	UOM	PRICE EA.	TOTAL
75	per Guest	Included	\$0.00

Approved
BWA 1/30/25
Finance Director

Activities

DETAILS

All You Can Play Activities 3 Hours

4 Lanes Reserved

Bowling Shoes

2 Hour Time Card

BY:

DATE: 1/28/25

P/O: 2025-00409

QTY.	UOM	PRICE EA.	TOTAL
75	per Guest	Included	\$0.00
75	per Guest	Included	\$0.00
75	per Guest	\$0.00	\$0.00

2 Hours of all you can play video games. No points or prizes awarded. Not valid for VR play. Only valid day of event. Rainbow colored card readers only.

Entitlement

150	per Guest	\$2.00	\$300.00
-----	-----------	--------	----------

50% dep paid on 1/30

\$1012.25

1h



PURCHASE ORDER

Deliver To CITY OF BEACHWOOD
SHIPPING AND RECEIVING
23355 MERCANTILE ROAD
BEACHWOOD, OH

Vendor 06570
Main Event Entertainment, Inc
35605 Chester Road
Avon, OH 44011

Bill To: Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Page: 1
P.O. Number: **2025-00409**
P.O. Date: 01/23/2025
Req. Number: 25-511-0081-A
Requested By: Shannon Diamond
Blanket Type:
Ship Via:
Terms:

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	FT 2025	101.512.54420				\$8,097.00

Page Total: \$8,097.00

Purchase Order Total: \$8,097.00

June 10 Teen camp 50 campers 6 staff
June 12 Bison camp 175 campers 30 staff
June 13 Sports camp 75 campers 12 staff

50% deposit due now and remainder due at time of visit. Will get updated invoice 1 week prior.

DIRECTOR OF FINANCE CERTIFICATE

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

1/23/2025

DIRECTOR OF FINANCE

Date



25325 FAIRMOUNT BLVD - BEACHWOOD - OHIO 44122

Remit To Code: 06973 Pay To Name: PowerDMS, Inc.

01/23/2025

0000025457

Invoice number	Inv. Date	PO Number	Description	Account	Amount
INV-127855	12/23/2024	2025-00385	WELLNESS APP SUBSCRIPTION	101.221.56220	\$5,119.80

Total \$5,119.80

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK



25325 FAIRMOUNT BLVD - BEACHWOOD - OHIO 44122

CHECK NO.

0000025457

DATE

01/23/2025

DOLLAR BANK

6-7039
2410

VOID AFTER 60 DAYS

AMOUNT

\$*****5,119.80

PAY :

**FIVE THOUSAND ONE HUNDRED NINETEEN dollars and 80 cents

TO THE ORDER OF

PowerDMS, Inc.
2120 Park Place Suite 100
El Segundo, CA 90245

FINANCE DIRECTOR

⑈025457⑈ ⑆241070394⑆ 2675081613⑈

Wellness APP
NEOGOV / Power DMS
INVOICE

RECEIVED

JAN 22 2025

FINANCE DEPT

PowerDMS
by NEOGOV

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245

Email: receivables@powerdms.com
Phone: 1-800-749-5104

Need a W-9? Click here: [W-9 PDF](#)

Invoice Summary:

Invoice No.: INV-127855
Invoice Date: 12-23-2024
Due Date: 02-21-2025
Payment Terms: Net 60
Purchase Order No.:
Customer No.: A-892

Customer Billing Information

John Resek
Beachwood Police Department (OH)

2700 Richmond Road
Beachwood, OH 44122
United States

Customer Shipping Information

Beachwood Police Department (OH)

2700 Richmond Road
Beachwood, OH 44122
United States

Invoice Details:

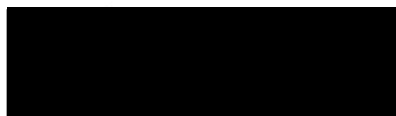
Product	Start Date	End Date	Quantity	Total Price (\$USD)
PowerLine Subscription	02-14-2025	02-13-2026	65	\$5,119.80
SUBTOTAL (\$USD)				\$5,119.80
Sales Tax				\$0.00
TOTAL				\$5,119.80
Payments				\$0.00
Credits				\$0.00
Balance Due (\$USD)				\$5,119.80

Payment Instructions:

Remit checks to:

PowerDMS, Inc.
PO Box 749609
Atlanta, GA 30374-9606

Remit electronic payments to:



Credit card payments:

[Credit Card Payment Portal Link](#)

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.



PURCHASE ORDER

Deliver To CITY OF BEACHWOOD
SHIPPING AND RECEIVING
23355 MERCANTILE ROAD
BEACHWOOD, OH

Vendor 06973
PowerDMS, Inc.
2120 Park Place Suite 100
El Segundo, CA 90245

Bill To: Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Page: 1
P.O. Number: **2024-00256**
P.O. Date: 01/09/2024
Req. Number: 24-221-0016-A
Requested By: Carol Morrison
Blanket Type:
Ship Via:
Terms:

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	WELLNESS APP SUBSCRIPTION	101.221.56220				\$5,500.00

Page Total: \$5,500.00

Purchase Order Total: \$5,500.00

DIRECTOR OF FINANCE CERTIFICATE

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

1/9/2024

DIRECTOR OF FINANCE

Date

RECEIVED

FEB 03 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

Larry.Heiser@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1481511

Client/Matter: 144096.0003

Billing Atty: RTH

December 31, 2024

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 13,750.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

APPROVED FOR PAYMENT
1/22/25
2024-00652

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.



ROETZEL
FOCUSED ON WHAT MATTERS TO YOU

RECEIVED

FEB 03 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

Larry.Heiser@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1481513
Client/Matter: 144096.0005
Billing Atty: RTH
December 31, 2024

Re: SPECIAL LEGAL SERVICES

Invoice Total

\$ 7,641.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Address, LPA
P.O. Box 5404
Akron, OH 44334

BY: [Signature]
DATE: 1/22/25
APPROVED FOR [Signature]
2024-00652

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

RECEIVED

FEB 03 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

Larry.Heiser@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1481514

Client/Matter: 144096.0006

Billing Atty: RTH

December 31, 2024

Re: [REDACTED]

Invoice Total

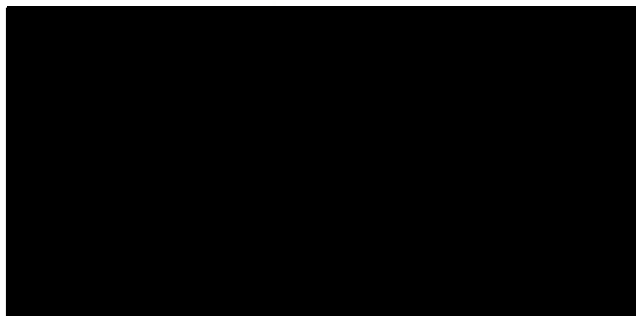
\$ 3,484.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334



PAID FOR PAYMENT
1/12/25
8034-00652

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

RECEIVED

FEB 03 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

Larry.Heiser@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1481516
Client/Matter: 144096.0007
Billing Atty: RTH
December 31, 2024

Re [REDACTED]

APPROVED FOR PAYMENT

BY: 

DATE: 1/22/24

P/O: 2024-00652

Invoice Total

\$ 1,775.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

RECEIVED

FEB 03 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID: [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

Larry.Heiser@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1481519
Client/Matter: 144096.0008
Billing Atty: RTH
December 31, 2024

Re: [REDACTED]

Invoice Total

\$ 10,144.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 1/22/24
P/O: 2024-00652

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.



PURCHASE ORDER

Deliver To CITY OF BEACHWOOD
SHIPPING AND RECEIVING
23355 MERCANTILE ROAD
BEACHWOOD, OH

Page: 1
P.O. Number: 2024-00652
P.O. Date: 02/26/2024
Req. Number: 24-141-0016-A
Requested By: Carol Morrison
Blanket Type:
Ship Via:
Terms:

THEN AND NOW
ALL INVOICES MUST CONTAIN A
FEDERAL TAXPAYER
IDENTIFICATION NUMBER AND
SHOULD BE FORWARDED TO THE
BILL ADDRESS DETAILED ABOVE.
THE ABOVE PURCHASE ORDER
NUMBER MUST APPEAR ON ALL
BILLS AND PACKAGES. Material on
this order is from the Ohio Sales Tax
and Federal Excise Taxes.

Vendor 06671
Roetzel & Andress, LPA
222 South Main Street
Akron, OH 44308

Bill To: Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	R. TODD HUNT	101.141.53110				\$15,000.00
002	FIRM COMPENSATION/EXPENSES	101.141.53110				\$75,000.00

Page Total: \$90,000.00

Purchase Order Total: \$90,000.00

LAW DIRECTOR DUTIES - R. TODD HUNT & FIRM
PER ORDINANCE #2024-29
P.O. REVISED 4/1/2024 TO ADD MONEY

DIRECTOR OF FINANCE CERTIFICATE

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

2/26/2024

DIRECTOR OF FINANCE

Date

INTRODUCED BY:

RESOLUTION NO. 2025-16

AN RESOLUTION ACCEPTING A QUOTATION FROM M & G POOLS, LLC FOR THE SPRING PREPARATION, DAILY MAINTENANCE, AND WINTERIZATION OF THE BEACHWOOD FAMILY AQUATIC CENTER FOR 2025; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center; and

WHEREAS, based upon the recommendation of the Community Services Director, the proposal of M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center for 2025 as follows:

1. The opening and seasonal preparation of the Beachwood Family Aquatic Center in an estimated amount of Ten Thousand One Hundred Twenty-Six Dollars and Seventy-Six Cents (\$10,126.76), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
2. The daily maintenance of the Beachwood Family Aquatic Center at an hourly rate of One Hundred Seventy-Seven Dollars and Ninety-Seven Cents (\$177.97) per stop (minimum of 110 stops or daily visits), plus materials and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
3. The commercial pool closing and winterization of the Beachwood Family Aquatic Center in an estimated amount of Ten Thousand One Hundred Twenty-Six Dollars and Seventy-Six Cents (\$10,126.76), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
4. Any additional work during the opening or winterization not included in the original scope of work will be performed at an hourly rate of One Hundred Seventy-Five Dollars and No Cents (\$175.00) per hour plus, chemicals and parts.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the quotation received from M&G Pools, the Mayor is authorized to accept the quotation for the Spring Preparation, Daily Maintenance, and Winterization of the Beachwood Family Aquatic Center for the 2025 season in the amounts set forth in the recitals to this Resolution.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason of the need for the preparation and maintenance of the Beachwood Family Aquatic Center prior to the start of the summer swimming season; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2025-16

Attest: I hereby certify this legislation was duly adopted on the 18th day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of February, 2025.

Clerk

Approval: I have approved this legislation this 19th day of February, 2025, and filed it with the Clerk.

Mayor



Interoffice Memo

Date: January 28, 2025

To: Justin Berns, Mayor

From: Derek Schroeder, Community Services Director

RE: M&G Pools Summer 2025 Estimates

I am requesting to continue to utilize the services of M & G Pools, LLC for the BFAC's spring prep, daily maintenance, winterization, and service calls for 2025.

This will be our eleventh year using their services and they have been extremely responsive and professional, while keeping our facility operating in top performance during the pool season. Quite honestly, their services are invaluable. They know every square inch of the pool and all the ins and outs of the pumps, mechanics, etc.

1. Commercial Pool Opening - \$10,126.76 plus chemicals and parts
2. Daily Maintenance - \$177.97/hour
3. Commercial Pool Closing - \$10,126.76 plus chemicals and parts
4. Any additional work during outside of the scope of #1-3 would be billed at \$175/hr

These prices reflect ~ 12% increase from 2024. It is my recommendation we waive competitive bidding and accept this proposal as M&G Pools' historical knowledge of our pool and it's operations more than anyone else.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE POOL CHEMICALS FROM PATTERSON POOLS, LLC THROUGH THE 2025 SEASON FOR THE CITY OF BEACHWOOD, OHIO FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Patterson Pools, LLC has submitted a quotation for pool supplies/chemicals for use at the Beachwood, Ohio Family Aquatic Center, in an estimated amount of \$47,308 for the 2025 season; and

WHEREAS, additional 60-pound pails of chemicals may be required at a cost of \$178.25 per unit;

WHEREAS, the total expenditure shall not exceed \$50,000, including the initial purchase and any additional pails of chemicals, as needed;

WHEREAS, the City has been advised by a third party that Patterson Pools, LLC is the sole authorized Accu-Tab Blue SI distributor in Cuyahoga County, which is a necessary chemical for the City's pools.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the quotation received from Patterson Pools, LLC, the Mayor is authorized to purchase pool supplies/chemicals and additional tablets for use at the Beachwood, Ohio Family Aquatic Center for the 2025 season in an estimated amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,00.00) for reasons set forth in the recitals to this Resolution.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105, Codified Ordinances of the City.

Section 3: This Resolution is declared an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that these pool supplies/chemicals may be ordered and available for the season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 18th day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of February, 2025.

Clerk

Approval: I have approved this legislation this 19th day of February, 2025 and filed it with the Clerk.

Mayor



Interoffice Memo

Date: 1/28/2025

To: Justin Berns, Mayor

From: Derek Schroeder, Community Services Director

A handwritten signature in black ink, appearing to be "DS", is written over the name "Derek Schroeder" in the "From" line.

RE: Patterson Pools

Attached is a quote from Patterson Pools for the purchase of Accu-Tab Chlorine tablets for our Aquatic Center. The provided quote reflects the total number of 60lb pails that we used last year. The total amount is \$47,308.

Axiall Corporation, manufacturer of our Accu-Tabs chlorine feeder systems and producer of the only sanctioned tablet (Accu-Tab Blue SI) to be used in their feeder, has provided us a letter informing the City that Patterson Pools is the only provider in our area authorized to provide us with their product. Additional documentation supporting the exclusive use of the Accu-Tabs is also attached.

I would like to request that bidding be waived on this product and that the attached quote be forwarded to Council for approval.



PATTERSON POOLS LLC

THE NATION'S FINEST STAINLESS STEEL SWIMMING POOLS AND EQUIPMENT

8155 Memorial Drive
Plain City, Ohio 43064
www.pattersonpools.com
614-876-2628
800-876-0484
FAX 614-876-2405

QUOTE

271

TO CITY OF BEACHWOOD
23355 MERCHANTILE RD.
Beachwood, OH 44122

QUOTE DATE	VALID THRU	FOR	PAGE
1/17/2025	4/25/2025	ACCUTAB	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
W8000330	144	ACCUTAB BLUE SI, 60 LB PAIL *DELIVERY #1	178.25	25,668.00*
	1	DELIVERY/FUEL SURCHARGE- DELIVERY#1	125.00	125.00*
W8000330	120	ACCUTAB BLUE SI, 60 LB PAIL *DELIVERY #2	178.25	21,390.00*
	1	DELIVERY/FUEL SURCHARGE- DELIVERY #2	125.00	125.00*

* means item is non-taxable

TOTAL AMOUNT 47,308.00

Accepted By _____ Date _____

Submitted By Armando May Date 1-17-25



Greg Cornman
Territory Manager
Westlake Water Solutions
2801 Post Oak Blvd
Suite 600
Houston, TX 77056
717-858-7523
USA
gcornman@westlake.com

January 28, 2025

To whom it may concern,

Thank you for being an Accu-Tab ® and /or Acid Rite ® customer! The distribution of the Accu-Tab and Acid Rite products are reserved for authorized Specialists with an assigned territory. This letter serves as documentation regarding Westlake's distribution Specialist for Accu-Tab and Acid Rite equipment and tablets in Ohio and Kentucky.

Patterson Pools, located in Plain City, OH, is Westlake's only Commercial Pool Specialist in the following counties in KY: Boone, Kenton, Campbell, Grant and Pendleton. Patterson Pools is also the Commercial Pool Specialist in all counties of Ohio **except for the following:**

Ashtabula, Trumbull, Portage, Mohoning, Stark, Columbiana, Carroll, Tuscarawas, Harrison, Jefferson, Belmont and Monroe counties.

As a Commercial Pool Specialist, Patterson Pools has been approved and trained by Westlake to sell and service our products.

Regards,

Greg Cornman

City of Beachwood
INTEROFFICE MEMORANDUM

TO: City Council

FROM: Daniel Grispino, Chief of Police 

DATE: January 27, 2025

SUBJECT: Replacement Purchase of Body Cameras and Dash Cameras

As part of the 2025 budget, the replacement of all of the police department's body cameras and dash cameras were requested as a capital project. The current digital recording systems that we have had in place for the past 5 years are now out of warranty coverage and cannot be extended. In addition, the technology in this area is constantly evolving and being upgraded. These systems are important to be maintained and upgraded to ensure our transparency with the public goes without interruption. Motorola has been our service provider for both the body cameras and dash cameras over the past 10 years. They have proven to provide reliable equipment and service over that time period. We are requesting to waive competitive bidding because the cost of equipment is below GSA pricing contract #47QTCA19D00JN from Motorola.

The on-site deployment, configuration, and project management services listed in the quote can only be carried out by Motorola. These services are not covered under GSA pricing and are exclusive to their equipment, making Motorola the sole provider for this scope of work. As such, these services must be procured directly from Motorola, as they are the only authorized entity capable of performing the necessary tasks.

The purchase for the body/dash cameras will be made direct from Motorola as their pricing is less than current GSA contract pricing (Contract #47QTCA19D00JN ends: Aug 22, 2029) which is attached. The total cost for equipment and configuration will be \$463,934.00. Hall Public Safety, the city's preferred vendor will be conducting the removal of the old equipment and installation of the new equipment at a cost of \$16,150. Total expenditures for this project shall not exceed \$480,084.

City of Beachwood
INTEROFFICE MEMORANDUM

TO: City Council

FROM: Daniel Grispino, Chief of Police 

DATE: February 7, 2025

SUBJECT: Replacement Purchase of Body Cameras and Dash Cameras

In conjunction with the 2025 purchase of police body camera and dash cameras, I am requesting to utilize \$120,000 of the funds towards the total purchase cost out of the Law Enforcement Trust Fund.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE BODY WORN CAMERAS AND DASH CAMERAS FOR THE CITY OF BEACHWOOD POLICE DEPARTMENT FROM MOTOROLA SOLUTIONS, INC. AND TO ACCEPT A QUOTATION FROM HALL PUBLIC SAFETY CO. FOR THE INSTALLATION OF THE NEW EQUIPMENT; WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Department's current digital recording systems have exceeded their warranty coverage and are in need of replacement to ensure continued transparency and operational efficiency; and

WHEREAS, the Chief of Police has recommended the purchase of body worn cameras and dash cameras from Motorola Solutions, Inc. and has recommended that Hall Public Safety Co. remove the old equipment and install the new equipment, as set forth in the two quotations supplied to this Council;

WHEREAS, the Motorola Solutions, Inc. price quotation to the City of \$463,934.00 for the purchase of the equipment and configuration is equal to or less than the amount under U.S. General Service Administration ("GSA") Pricing Contract #47QTCA19DOOJN;

WHEREAS, the Hall Public Safety Co. price quotation to the City is in a total amount not to exceed \$16,150.00 for the removal of the old equipment and installation of the new equipment;

WHEREAS, the Chief of Police has requested to waive competitive bidding on the purchase of the Body Worn Cameras and Dash Cameras from Motorola Solutions, Inc. based on the scope of work which includes the on-site deployment, configuration, and project management services required for these systems which are exclusive to Motorola and based on the pricing being lower than the current GSA Pricing Contract;

WHEREAS, the purchase and installation amount for the Body Worn Cameras and Dash Cameras is in a total amount for both vendors of not to exceed Four Hundred Eighty Thousand Eighty Four Dollars and No/Cents (\$480,084.00);

WHEREAS, the City will utilize One Hundred Twenty Thousand Dollars and No/Cents (\$120,000.00) from the Law Enforcement Trust Fund to assist in funding this purchase.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the quotations received from Motorola Solutions, Inc. and Hall Public Safety Co., the Mayor is authorized to purchase Body Worn and Dash Cameras and to contract for services to remove the old equipment and install the new equipment for a total amount not to exceed Four Hundred Eighty Thousand Eighty Four Dollars and No/Cents (\$480,084.00) for the reasons set forth in the recitals to this Resolution. One Hundred Twenty Thousand Dollars and No/Cents (\$120,000.00) from the Law Enforcement Trust Fund shall be utilized to assist in funding these purchases.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason it is necessary to purchase this equipment at the earliest time to ensure the efficient, safe, and transparent operations of the Police Department and protection of the community; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2025-18

Attest: I hereby certify this legislation was duly adopted on the 18th day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of February, 2025.

Clerk

Approval: I have approved this legislation this 19th day of February, 2025, and filed it with the Clerk.

Mayor

Billing Address:
BEACHWOOD, CITY OF
25325 FAIRMOUNT BLVD
BEACHWOOD, OH 44122
US

Quote Date:09/09/2024
Expiration Date:04/10/2025
Quote Created By:
Joe Tee
Regional Sales Manager
Joseph.Tee@
motorolasolutions.com
847-812-0333

End Customer:
BEACHWOOD, CITY OF
Craig Kaufman
Craig.Kaufman@beachwoodohio.com
216-544-5653

AGREEMENT: WG List Price 20 Off
Payment Terms:30 NET

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-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	70	5 YEAR	\$3,600.00	\$252,000.00	
2	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$31,210.00	\$31,210.00	
3	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	70	5 YEAR	Included	Included	
4	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	70		Included	Included	3 YEAR
5	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	70	5 YEAR	Included	Included	



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

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
6	SWV07S03593A	SOFTWARE ENHANCEMENTS	70	5 YEAR	Included	Included	
7	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	70		Included	Included	
8	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	
9	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	70		\$110.00	\$7,700.00	
10	SSV00S01450B	LEARNER LXP SUBSCRIPTION	70	5 YEAR	\$0.00	\$0.00	
Video as a Service							
11	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	18	5 YEAR	\$9,288.00	\$167,184.00	
12	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	18	5 YEAR	Included	Included	
13	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	18		Included	Included	
14	WGB-0700A	M500 IN-CAR SYSTEM FRONT/PASSENGER CAM*	18		Included	Included	
15	WGW00502	M500 EXTENDED WARRANTY	18	5 YEAR	Included	Included	
16	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	18		Included	Included	
17	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	18		Included	Included	
18	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	18	5 YEAR	\$300.00	\$5,400.00	
19	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	2		\$200.00	\$400.00	
20	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	2		\$20.00	\$40.00	



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	VideoManager EL or EX: Video Evidence Management						
21	WGC01013	VIRTUAL UPLOAD APPLIANCE	1	1 YEAR	\$0.00	\$0.00	
	LPR Integrations and Parking						
22	WGS00224	M500 BASIC ALPR ANNUAL SERVICE	18	1 YEAR	\$0.00	\$0.00	
23	RMT-IC-LPR	REMOTE IN-CAR LPR SETUP	1		\$0.00	\$0.00	
Grand Total					\$463,934.00(USD)		



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$39,350.00	
Upfront Subscription Fee				
Video as a Service		Annually	\$84,916.80	
VideoManager EL or EX: Video Evidence Management		Annually	\$0.00	
LPR Integrations and Parking		Annually	\$0.00	
Sub Total:			\$124,266.80	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
Video as a Service		Annually	\$84,916.80	\$84,916.80
Year 3 Subscription Fee				
Video as a Service		Annually	\$84,916.80	\$84,916.80
Year 4 Subscription Fee				
Video as a Service		Annually	\$84,916.80	\$84,916.80
Year 5 Subscription Fee				
Video as a Service		Annually	\$84,916.80	\$84,916.80
Sub Total:			\$339,667.20	
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$463,934.00	

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- 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.



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

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



VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of the Customer's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling the Customer to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, the Customer minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows the Customer to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

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

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

Security

The Customer will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, the Customer can grant groups access to the evidence on an as-needed basis.



Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. The Customer can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

DEVICE MANAGEMENT

The Customer can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable the Customer to configure devices to operate in alignment with your agency's policies and procedures.

REPORTING

VideoManager EL Cloud's Report Management allows the creation of reports that will give the Customer greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.



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 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, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

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 Solutions 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 Contract. The Customer acknowledges any changes or deviations from this 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 based on the Customer's time zone (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 are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

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, 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, 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 from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The 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. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



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. The provision and use of the subscription service is governed by the Contract.

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 PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

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

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

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 if applicable.
- 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:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- 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:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

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

- Delivery of the interface between Motorola's digital 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.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

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

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

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 responsibilities will include, but are not limited to:

- 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 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 Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor 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 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 working 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.

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

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate 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 users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

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 Motorola 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 (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- 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) that 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.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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

NETWORK AND HARDWARE REQUIREMENTS

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

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

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



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. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware 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 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 a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

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 the equipment inventory process (if applicable).
- 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 purpose 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 (if 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 later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

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

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

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- 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.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

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 APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- 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.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). 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 digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

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 configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- 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 configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - 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 configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the 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 a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

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 Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital 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 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.

Automatic License Plate Recognition (ALPR) 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) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user 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 Hotlists.



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:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises 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 and/or 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).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

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

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- 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 (applicable for CommandCentral Aware purchase)**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.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- 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 and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure 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-premises digital 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 digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of 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 and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital 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 digital 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 to the Motorola PM within ten (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) depending on what is purchased. 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 LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

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

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- 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.

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. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. 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

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval 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.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



MOTOROLA SOLUTIONS **VIDEO-AS-A-SERVICE OVERVIEW**

QUOTE-2782327
(70) V700, (17) M500, VM ELC

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



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 Video-as-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 per device charge, billed quarterly.



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

MOTOROLA SOLUTIONS

VideoManager EL Cloud Solution Description

QUOTE-2782327
(70) V700, (17) M500, VM ELC

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

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

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

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

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

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

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



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Integration with In-Car and Body-Worn Cameras

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

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

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

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

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

DEVICE MANAGEMENT

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

Device Tracking

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

Faster Shift Changes

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

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



1 V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

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

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



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. **V700 AND IN-CAR VIDEO INTEGRATION**

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

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

1.3. **V700 AND APX RADIO INTEGRATION**

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

1.4. **HOLSTER AWARE™ INTEGRATION**

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



1.5. DOCKING STATIONS

The V700 has three docking options:



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



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



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

1.6. MOUNTING SOLUTIONS

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

WGP02798

WGA00669

WGA00668

WGP02697

WGP03088

WGP03085



**Magnetic
Center Shirt
Mount**



**Tek-Lok Belt
Mount**



**Molle Locking
Mount**



**Shirt
Clip**



**Heavy
Jacket Clip**



**Heavy Jacket
Magnetic Mount**



M500 IN-CAR VIDEO SYSTEM

SOLUTION DESCRIPTION

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

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.



- Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

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

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



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 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, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

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 Solutions 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 Contract. The Customer acknowledges any changes or deviations from this 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 based on the Customer's time zone (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 are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

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, 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, 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 from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The 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. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



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. The provision and use of the subscription service is governed by the Contract.

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 PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

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

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

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 if applicable.
- 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:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- 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:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

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

- Delivery of the interface between Motorola's digital 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.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

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

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

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 responsibilities will include, but are not limited to:

- 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 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 Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor 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 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 working 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.

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

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate 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 users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

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 Motorola 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 (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- 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) that 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.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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

NETWORK AND HARDWARE REQUIREMENTS

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

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

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



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. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware 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 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 a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

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 the equipment inventory process (if applicable).
- 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 purpose 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 (if 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 later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

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

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

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- 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.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

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 APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- 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.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). 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 digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

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 configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- 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 configurations.
- Test a subset of completed ICV hardware configurations.



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

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - 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 configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the 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 a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

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 Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital 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 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.

Automatic License Plate Recognition (ALPR) 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) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user 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 Hotlists.



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:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises 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 and/or 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).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

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

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- 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 (applicable for CommandCentral Aware purchase)**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.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- 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 and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure 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-premises digital 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 digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of 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 and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital 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 digital 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 to the Motorola PM within ten (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) depending on what is purchased. 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 LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

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

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- 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.

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. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. 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

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval 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.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



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.



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

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



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

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.



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

- 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.



LPR INTEGRATIONS & PARKING SOLUTION DESCRIPTION

LINC SOLUTION

Using the Motorola ALPR Engine, LinC leverages existing infrastructure to transform non-ALPR cameras into high-performing ALPR systems. LinC software analyzes camera and VMS streams to extract ALPR events, enhances the data with location, time, and vehicle details, and integrates seamlessly with VehicleManager Enterprise for comprehensive data management.



Key Features and Benefits:

- **Integration with Existing Hardware:** This solution utilizes existing VMS cameras, and processing can be done either centrally or at the edge to offer compatibility with any level of network infrastructure.
- **Comprehensive Data Management:** Integrates with VehicleManager Enterprise for centralized data storage and management.
- **Real-Time Processing:** Processes VMS-supported RTSP feeds into ALPR detections in real time and allows real-time alerting from the Vehicle Manager through email, TAS, and Mobile Companion.
- **Enhanced Cloud Processing:** This technique combines local processing of HD video streams with subsequent cloud-based vehicle detail analysis to enhance metadata collection and accuracy.
- **Flexible Compatibility:** Supports ONVIF or RTSP-compatible cameras with specific technical requirements.

AVIGILON CAMERA INTEGRATION

The Avigilon Camera Integration allows customers to convert their non-ALPR Avigilon cameras into ALPR-capable devices. This integration incorporates ALPR data within the VehicleManager Enterprise back-office solution, providing a scalable, secure, and fully integrated data management system.

Key Features and Benefits:

- **Engineering Support:** Includes ongoing support, new integrations and security patching.
- **Integration Services:** Facilitates local device configuration and troubleshooting without requiring additional development.
- **Camera Mapping:** Provides detailed geocode mapping and camera-specific filtering for precise ALPR data management.
- **Full Data Management:** Offers secure storage, access control, and watchlist alerting based on site retention policies.
- **Image and Advanced Analytics:** Enables post-processing of images for vehicle details and offers comprehensive search and trend analysis capabilities.

COMPETITIVE INTEGRATION

The Competitive Integration solution enables customers to integrate their third-party ALPR hardware with the VehicleManager back-office system. This integration ensures seamless data ingestion and management, allowing federated queries and data sharing as if sourced directly from Motorola cameras.



Key Features and Benefits:

- **Engineering and Integration Support:** Provides updates, new integrations, security patching, and data migration services.
- **Seamless Installation:** Ensures easy installation and configuration without additional development requirements.
- **Detailed Camera Mapping:** Allows precise 1:1 camera mapping, geocode mapping, and specific camera filtering.
- **Robust Data Management:** Supports data storage based on agency retention policies and integrates with national data-sharing programs.
- **Advanced Image Analytics:** Processes ALPR data for detailed vehicle information and facilitates advanced vehicle search and analysis.

WATCHGUARD INTEGRATION

The WatchGuard ICV integration enhances existing camera systems by enabling license plate recognition and real-time data transmission to CarDetector Mobile (CDM). This integration supports immediate alerting, data synchronization, and scalable expansion of LPR capabilities.

Key Features and Benefits:

- **On-Device LPR:** M500 cameras use an on-device engine to provide immediate license plate recognition.
- **Real-Time Alerts:** Data sent to CDM triggers hotlist alerts, ensuring quick response to critical information.
- **CDM Feature Access:** Utilizes advanced CDM features like Mobile Hit Hunter for improved alert management.
- **Data Synchronization:** Supports hotlist synchronization and detection sharing through the VehicleManager platform.
- **Scalability:** Allows for easy addition of more LPR cameras, ensuring expandable coverage and enhanced situational awareness.

PARKING TOOLKIT

Our customizable Parking Toolkit offers a comprehensive solution for managing and enforcing parking regulations. It supports fixed camera installations in garages and mobile enforcement, providing features like permit verification, digital chalking, and real-time occupancy statistics tailored to specific locations and schedules.

Key Features and Benefits:

- **Permit Enforcement:** Helps ensure only authorized vehicles park in designated areas, increasing compliance.
- **Digital Chalking:** Automates vehicle marking to monitor parking durations and enforce time-limited regulations.
- **Duplicate Permit Detection:** Identifies and prevents fraudulent permit usage, ensuring fair parking practices.
- **Excessive Detection Monitoring:** Tracks and reports excessive detections to address permit misuse.
- **Flexible Zone Setup:** Allows the creation of geo-zones or manual zones for precise parking enforcement.
- **Customizable Permit Schedules:** Enables tailored enforcement rules based on specific times and days.
- **Occupancy Statistics:** Provides real-time data on parking occupancy for efficient space management.



LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your License Plate Recognition Technology system(s) (if applicable).

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 Solutions 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 Contract. The Customer acknowledges any changes or deviations from this 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. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer's time zone (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 are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

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, 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, 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 from the use of this alternate teleconferencing tool will be the responsibility of the Customer.



FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The 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. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

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

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

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

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.
- 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 status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment



- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
 - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
 - CompTia Network + Certification
 - Networking Degree in IT
 - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
 - Electrical Certification/Permitting
 - Low Voltage Certification
 - High Voltage Certification
- Equipment Certification
 - Bucket Truck Certification
 - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

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

Customer Project Roles and Responsibilities (if applicable)

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 responsibilities will include, but are not limited to:

- 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 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 Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor 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, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, 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 working 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.

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

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate 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.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. 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 workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- **Customer Site.** If the Solution is to be installed at a Customer location ("Site"), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.



- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- 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) that 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.
- All work is to be performed by Motorola-certified installers. The Customer is 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.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

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 remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- 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 (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

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 (if applicable)

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. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware 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.
- Confirm 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.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

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 (if applicable)

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

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

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 Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- 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.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist



PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

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

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment



Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Network Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

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

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.



Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

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. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT 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 Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
 - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

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

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**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.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- 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 and accessible throughout the network.



CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure 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.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of 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 and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR 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 to the Motorola PM within ten (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. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages 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 Training 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 LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

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

Motorola Responsibilities

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

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- 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 Training 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. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. 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

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval 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.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with standard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate



INTRODUCED BY:

ORDINANCE NO. 2024-81

AN ORDINANCE REZONING 2509 and 2515 SOUTH GREEN ROAD, BEACHWOOD, OHIO (PP NOS. 741-09-002 and 741-09-001) FROM U-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO U-5 PUBLIC AND INSTITUTIONAL DISTRICT

WHEREAS, Ben Grinblatt, RA, representing BGAD LLC, has requested the rezoning of 2509 and 2515 South Green Road, Beachwood, Ohio (PP Nos. 741-09-002 and 741-09-001), from U-1 Single Family Residential District to U-5 Public and Institutional District; and

WHEREAS, Council placed this request on first reading and referred the proposed rezoning to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01 on December 2, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council of the City of Beachwood, having received a request from Ben Grinblatt, RA, representing BGAD LLC, for rezoning 2509 and 2515 South Green Road, Beachwood, Ohio (PP Nos. 741-09-002 and 741-09-001), from U-1 Single Family Residential District to U-5 Public and Institutional District, placed said rezoning request on first reading and referred the proposed rezoning to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01.

Council having received the Planning and Zoning Commission's report and recommendation, Council places the rezoning request on second reading and will schedule a public hearing.

The public hearing shall occur no less than 30 days after receipt of the Planning and Zoning Commission's report and recommendation.

This Ordinance shall be read by Council on three separate occasions, and its passage shall cause the proposed rezoning to become effective upon operation of law.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2025.

Approval: I have approved this legislation this ____ day of _____, 2025 and filed it with the Clerk.

Clerk

Mayor



BGAD LLC
25080 PENSURST DR
BEACHWOOD, OH 44122
216.407.1480
bgad.archdesign@gmail.com

November 14, 2024

TO: Beachwood Planning & Zoning Commission

RE: 2509 & 2515 S Green Road
Beachwood, OH 44122
Parcels: 741-09-002 & 741-09-001

Enclosed please find the submission documents for the requested lot combination and rezoning of the adjacent parcels located at 2509 and 2515 S Green Road. Located between Chabad of Beachwood and Ranch Road, as the only U-1 residential parcels on this block of S Green Road, we are requesting to combine these parcels and rezone to the U-5 Public and Institutional Use.

This initial application is for the lot combination and rezoning of the stated parcels; further design of the buildings will follow. The intention is to keep both of the buildings on the property, with renovations (including an addition) to be proposed to 2509 S Green Road, and minor interior alterations to be proposed to 2515 S Green Road. The two buildings would be bridged together with a single storey connector, as shown in the concept 3D views on the attached drawing.

Enclosed in this package, please find:

- Planning & Zoning Application
- (1) sets of plans
- Tax Summary as provided by Cuyahoga County
- Letters from the current property owners authorizing this request
- \$1,535 check

I understand that this submission will be sent to the City Council before being referred to the Planning & Zoning Commission, so please let me know if any additional information or documentation is required.

Thank you for considering this request.

Ben Grinblatt, RA

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 11.15.2024

OWNER OF BUILDING: Yeshiva Ahavas HaTorah PHONE: 216-965-5355

STREET ADDRESS: 14480 Summerfield Road

CITY/STATE/ZIP: University Heights, OH 44118

APPLICANT: Ben Grinblatt, RA PHONE: 216-407-1480

COMPANY OR FIRM: BGAD LLC

EMAIL: bgad.archdesign@gmail.com

STREET ADDRESS: 25080 Penshurst Drive

CITY/STATE/ZIP: Beachwood, OH 44122

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

Ben Grinblatt (Architect) - bgad.archdesign@gmail.com; Menachem Weinberg (Owner's Agent) -
weinbergmz@gmail.com; Bryan Farkas (Attorney) - bjfarkas@vorys.com

DESCRIPTION OF THE PROPERTY:

ADDRESS: 2509 & 2515 S Green Road SUITE # ---

TENANT NAME: Yeshiva Ahavas HaTorah

PERMANENT PARCEL # 741 - 09 - 002 PRESENT USE: U-1 PROPOSED USE: U-5

PURPOSE OF APPLICATION: Respectfully requesting review for lot consolidation of parcels

741-09-002 (2509 S Green) and 741-09-001 (2515 S Green) and rezoning from U1-A2 to U-5.

NATURE OF THE REQUEST (check as many as apply):

- ☐ Preliminary site plan approval
☐ Final site plan approval
☐ Lot split
☒ Lot consolidation
☐ Conditional use permit
☒ Rezoning
☐ Zoning text amendment
☐ Other _____
☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.
Please explain reason for variance (**must indicate a hardship**):

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. _____

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.


SIGNATURE

Ben Grinblatt
PRINTED NAME

11.15.2024
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

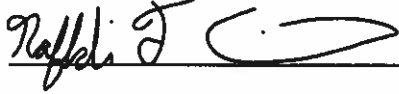
Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

To whom it may concern,

I, Naftali Eiserman, as past president of the congregation Kol Israel, give YAH and Menachem Weinberg permission to apply for zoning changes to 2509 South Green Road, which will soon be transferred to YAH.

Naftali Eiserman

A handwritten signature in black ink, appearing to read 'Naftali Eiserman', written over a horizontal line.

Date 11/4/2024

October 29, 2024
Sorah Basya LLC
504 Waldron Terrace
Merion Station PA 19066

Zoning Board;

We would like to apply to rezone our property 2515 Green Road. My agents to do this are Rabbi Nosson Spero and/or Rabbi Menachen Weinberg. Thank you.

Leslie Spero

Yeshivas Ahavas HaTorah

Rabbi Menachem Weinberg-Rosh Hayeshiva

Rabbi Nosson Spero- Menahel

November 15, 2024

To Whom It May Concern,

Yeshiva Ahavas HaTorah is currently paying off the tax debt at 2509 South Green Road. We have been in touch with the Treasurer's office, and are making monthly payments. I am attaching an email with these details.

Sincerely,

Nosson Spero

Nosson Spero

741-09-002

245811

CUYAHOGA COUNTY REAL PROPERTY TAX PAYMENT AGREEMENT

Permanent Parcel Number 741-09-002

Prepared On 08/02/2024

Contract Number 245811

Print Time 08/06/2024

Current Duplicate Year 2024

Cert. Act. Year 2022 / 2024

UNDERTAKING TO PAY DELINQUENT TAXES IN INSTALLMENTS

I / We CONGREGATIONAL KOL ISRAEL being the owner of Real Estate situated in the tax district of
Beachwood described as follows
18 FAIRGRN 0307 WP

Which Real Estate stands charged on the tax lists and duplicates of Cuyahoga County, Ohio with
taxes, assessments, penalties and interest, if any, which became certified delinquent in the sum of
\$16,373.10 do hereby agree to pay the full amount of such taxes, assessments, penalties and
interest, if any, in 60 monthly installments. Upon entering into this agreement, a payment of
\$272.89 is due and payable. The balance is due in 59 installments of \$272.89.

I / We undertake on my/our own behalf, and on the behalf of all subsequent grantees and
transferees of such Real Estate, that in addition to the payment of 60 monthly installments on the
delinquencies covered by this agreement, I / we will also pay all current taxes and assessments on
this property as they become due.

Failure to make payments in accordance with this agreement will result in default of this agreement.
Without further notice, the tax collection procedure authorized by Ohio Revised Code Section
323.121 in which interest shall be charged from the original date of the contract will be in effect.

Further, thirty (30) days after any default of a contract, the parcel will be forwarded to the county
prosecutor who will then institute formal foreclosure proceedings.

Address CONGREGATIONAL KOL ISRAEL
14480 SUMMERFIELD RD
CLEVELAND, OH 44118

Current Tax	\$0.00
Installment Amt	\$272.89
Due Today	\$272.89

Daytime Phone 216-966-5355

Comments This Contract utilizes Automated Clearing House

Signed
Taxpayer

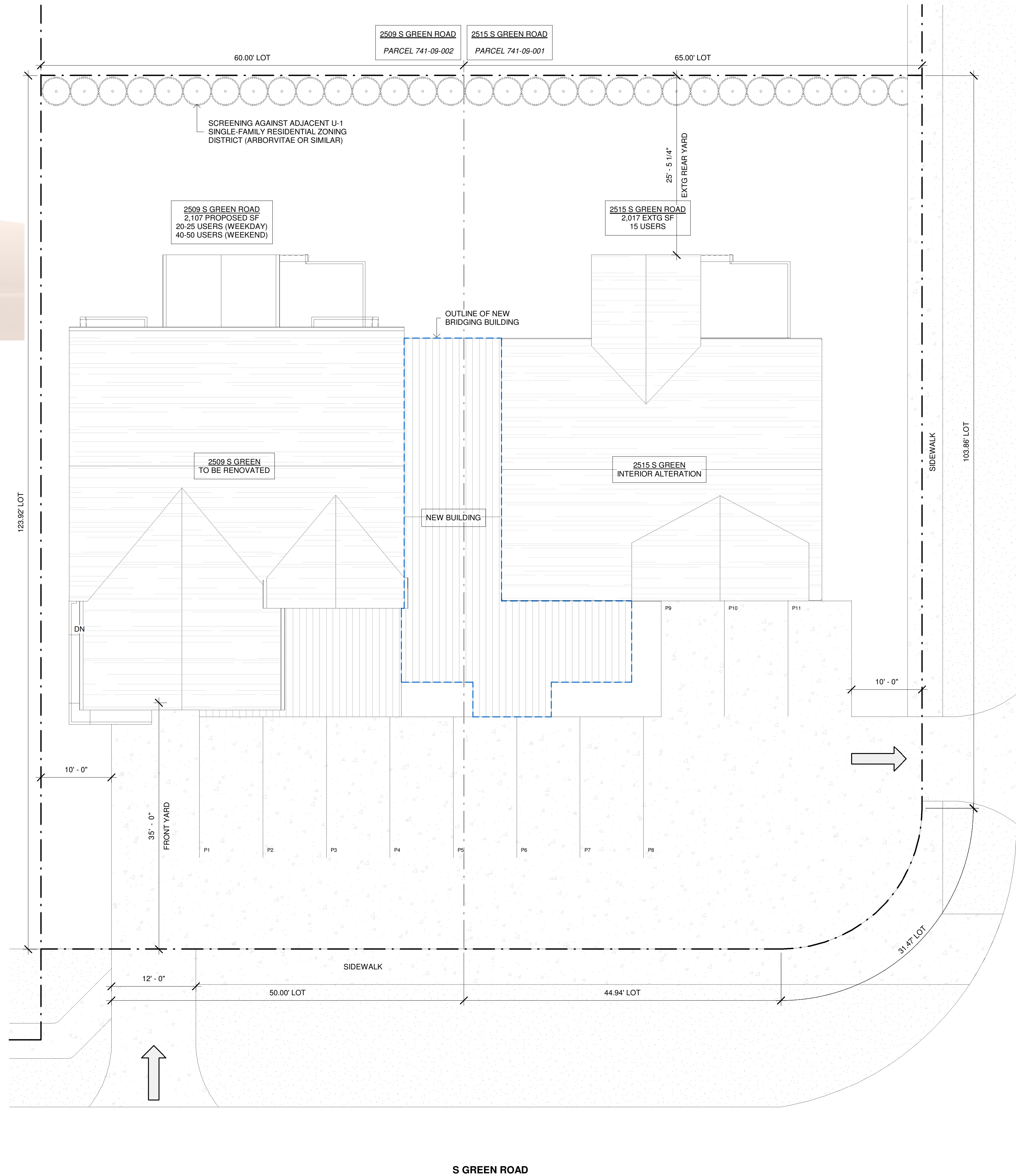
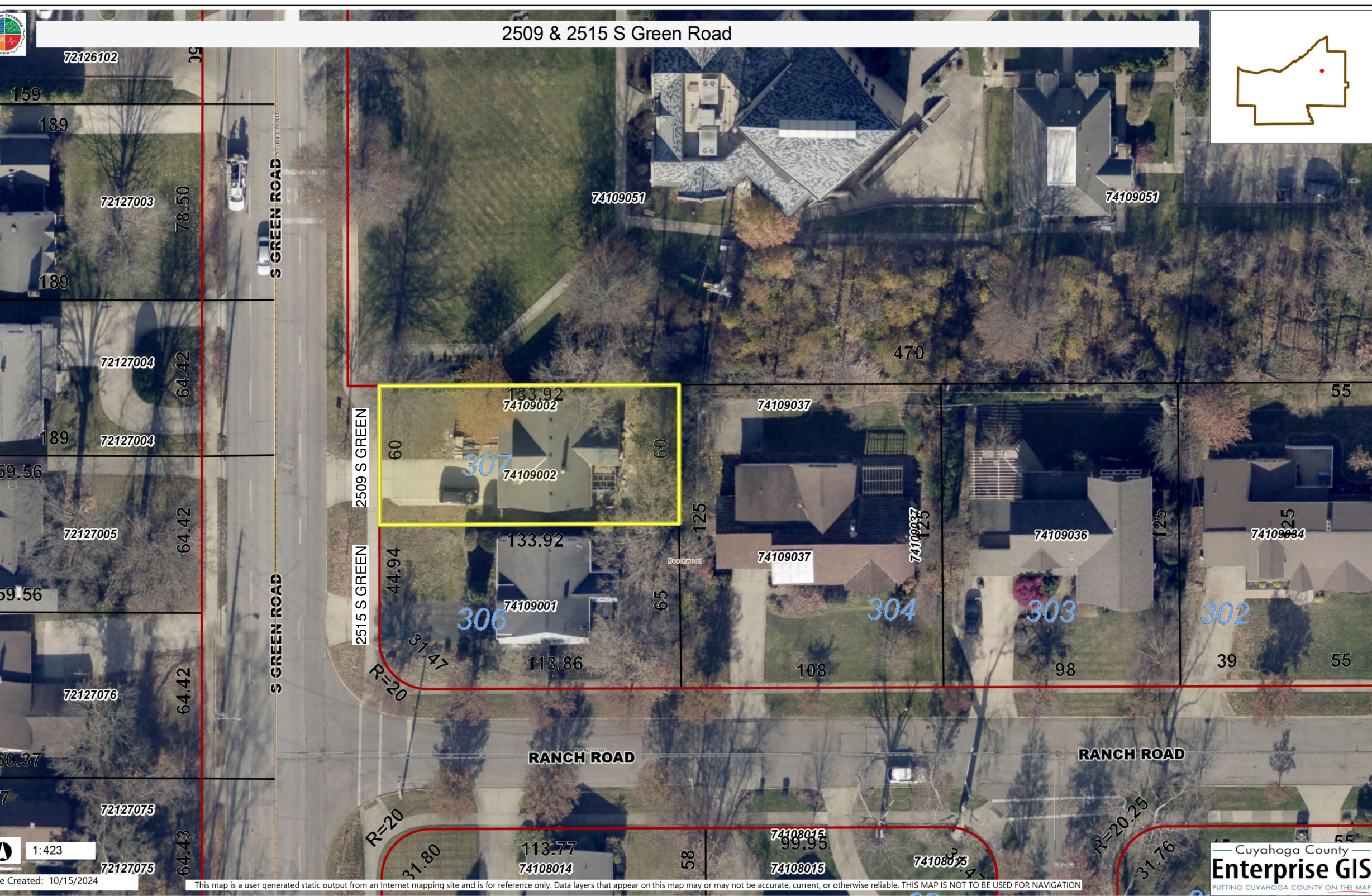
Date

Signed

Date

Issued by Tyasha Atkins

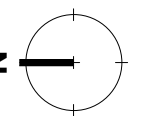
**2509 & 2515 S GREEN ROAD
BEACHWOOD, OH 44122**



1 SITE PLAN
SCALE: 1/8" = 1'-0"

STATE OF OHIO
BEN
GRINBLATT
2118447
REGISTERED ARCHITECT

RANCH ROAD



COPYRIGHT BGAD LLC. BY ACCEPTING AND USING THIS DOCUMENT, THE RECIPIENT AGREES TO PROTECT ITS CONTENTS FROM FURTHER DISSEMINATION, (OTHER THAN THAT WITHIN THE ORGANIZATION NECESSARY TO EVALUATE SUCH SPECIFICATION) WITHOUT THE WRITTEN PERMISSION OF BGAD LLC. THE CONTENTS OF THIS DOCUMENT ARE NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF BGAD LLC.

[illegible]

PAGE: 1 / 1

INTRODUCED BY:

ORDINANCE NO. 2024-82

AN ORDINANCE REZONING 23250 CHAGRIN BOULEVARD, BEACHWOOD, OHIO (PPN# 742-23-002), FROM U-7A GENERAL OFFICE BUILDING DISTRICT TO U-3C PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT

WHEREAS, Beachwood Office, LLC (the “Applicant”) has requested the rezoning of 23250 Chagrin Boulevard, Beachwood, Ohio (PPN# 742-23-002), from U-7A General Office Building District to U-3C Planned Multi-Family Residential District;

WHEREAS, Council placed this request on first reading and referred the proposed rezoning to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01 on December 16, 2024;

WHEREAS, the Planning and Zoning Commission recommended this rezoning to be approved contingent upon the final approval of a 10 foot variance to permit a building height of 75 feet as opposed to 65 feet per Zoning Code Section 1118.04(c);

WHEREAS, in the event this Council approves the rezoning and variance requests, the Applicant will be required submit an application for Preliminary Site Plan Approval to Planning & Zoning Commission for its report and recommendation to Council.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council of the City of Beachwood, having received a request from Beachwood Office, LLC, for rezoning of 23250 Chagrin Boulevard,, Beachwood, Ohio, from U-7A General Office Building District to U-3C Planned Multi-Family Residential District, placed this issue and said rezoning on first reading and referred the proposed rezoning to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01.

Council having received the Planning and Zoning Commission's report and recommendation, places this rezoning request on second reading and will schedule a public hearing.

The public hearing shall occur no less than 30 days after Council’s receipt of the Planning and Zoning Commission’s report and recommendation.

This Ordinance shall be read by Council on three separate occasions, and its passage shall cause the proposed rezoning and the requested variance to become effective upon operation of law.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

ORDINANCE NO. 2024-82

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2025.

Clerk

Approval: I have approved this legislation this ____ day of _____, 2025 and filed it with the Clerk.

Mayor

November 19, 2024
**REVISED AND UPDATED
DECEMBER 30, 2024**

Alec Isaacson, President
City of Beachwood Council
c/o Whitney.Crook@beachwoodohio.com
25325 Fairmount Boulevard
Beachwood, Ohio 44122

Bryan Zabell, Chairman
City of Beachwood
Planning & Zoning Commission
c/o Veronica.Muth@beachwoodohio.com
25325 Fairmount Boulevard
Beachwood, Ohio 44122

Re: ***Beachwood Office, LLC
Rezoning Request and Preliminary Site Plan Review Application
Commerce Park Building V
23250 Chagrin Boulevard, Beachwood, Ohio 44122***

Dear President Isaacson and Chairman Zabell and Members of City Council and the Planning and Zoning Commission:

Please accept this letter as part of Beachwood Office LLC's rezoning request and preliminary site plan review application for the proposed redevelopment of the property located at 23250 Chagrin Boulevard. The Applicant, Beachwood Office LLC, is owned by Stewart Wangard of Wangard Partners, Inc. Wangard Partners, Inc. is a commercial real estate investment company, established in 1992, that partners with high net worth and industrial investors to acquire, develop and manage multifamily, industrial, retail and office properties. Information about Mr. Wangard is attached to this letter and can be found at <https://www.wangard.com/stewart-wangard>.

The property is approximately 3.583 acres and currently contains a four (4) story commercial office building. A copy of the legal description is attached to this letter. The Applicant previously proposed and was granted a conditional use permit by the Planning & Zoning Commission, which was confirmed by City Council, for use of the existing building for residential purposes above the first floor. For reference, see Beachwood Ordinance 2023-145.

INITIALLY THE APPLICANT PROPOSED THE FOLLOWING:

However, at this time after continued due diligence, the Applicant is instead proposing to tear down the existing four (4) story commercial office building and replace it with a new building named 'Icon East' to accommodate about 120 residential apartments. The building will have total square footage of approximately 136,000. The height of the building will be 6 stories and approximately 75 feet high. In order to facilitate this redevelopment, the Applicant is requesting that the property be rezoned to U-3C, planned multi-family residential, which is the same zoning as its neighboring property to the west and similar to the zoning of the property to its north across Chagrin Boulevard, which is zoned U-3, multi-family residential.

APPLICANT IS NOW PROPOSING A SLIGHTLY MODIFIED PLAN:

After continued and further due diligence and refinement of its preliminary site plan, the Applicant is still proposing to tear down the existing four (4) story commercial office building and replace. However, it will now be replaced with a new three building complex called 'Icon East' to accommodate 180 residential apartments. The buildings will have total square footage of approximately 174,000 square feet. The height of the building will be 6 stories and approximately 75 feet high. In order to facilitate this development, the Applicant is requesting that the property be rezoned to U-3C, planned multi-family residential, which is the same zoning as its neighboring property to the west and similar to the zoning of the property to its north across Chagrin Boulevard, which is zoned U-3, multi-family residential.

The development will include residential amenities such as an outdoor pool, exercise facility, dog park and pickle ball courts. Overall, the investment in this building, including site acquisition and development will be in the multi-million dollar range. This redevelopment will result in additional real estate taxes paid to the school district and the City. In addition, for those residents that choose to live and work in the City, additional income taxes will be generated for the City.

Representatives of the Applicant will be able to explain the requested rezoning and preliminary site plan and how it relates to the site and surrounding properties in greater detail at the time of the required review meetings; however, we believe that if the rezoning and preliminary site plan are recommended for and approved, this new building will benefit further redevelopment in Commerce Park and be another five star amenity that the City of Beachwood can offer to current and future residents.

Hopefully, this overview offers good insight for the City's consideration of the proposed rezoning and preliminary site plan review being requested. We look forward to presenting this information in person to the City Council and the Planning & Zoning Commission, at which time the information mentioned herein can be more fully discussed in detail.

Very truly yours,

Diane A. Calta

Diane A. Calta

MANSOUR GAVIN

City of Beachwood
November 19, 2024 UPDATED AND REVISED December 30, 2024
Page 3

DAC

Enclosure

cc: James B. Heller
Timothy J. Voeller
Stewart Wangard
Ron Tannenbaum



STEWART WANGARD

Executive Chairman

Stewart Wangard has developed a sterling reputation as a leading developer throughout the Midwest. With over four decades in the real estate industry, Stu has been involved in over \$3 billion in real estate.

LinkedIn

As Executive Chairman of Wangard Partners, Stewart maintains his **vision** of total commitment to the highest industry standards with every project and investment. He believes in building valued partnerships by bringing together key stakeholders in the community to ensure success.

The firm is uniquely positioned as a leader in the commercial real estate industry as a result of its diversity in **asset classes**. Wangard is a leader in the development of large and

complex mixed-use projects and utilizes a tight-knit network of leading specialists for mixed-use projects within North America.

Stu is a member of the [National NAIOP Board of Directors](#). Additionally, he is a member of the national tax and finance committee, served as a previous director of the infrastructure and environment committee, and participates as a guest lecturer at NAIOP national conferences.

FEATURED ARTICLES

- [Nicholas Ganos, MBA. Director of Investor Relations.](#)
- [Wangard Partners Extends Ownership To Key Employees in 2022](#)
- [Wangard Partners Receives Energy Star Label For Wauwatosa, WI Office](#)

CUYAHOGA COUNTY FISCAL OFFICER
742-23-002 *Robert Chambers* 8/4/2022 7:
I-08112022-11
BEACHWOOD OFFICE, LLC Tax Dist. 3020
Limited Warranty LUC: 4490 EX:
Sale Amt: \$ 1,927,222.00 LAND: 730,400
Conv. Fee: \$ 7,709.20 BLDG: 4,104,200
LORRAINE JENKINS TIT TOTAL: 4,834,600

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICERS - 3
DEED 8/11/2022 11:20:51 AM
202208110304



LIMITED WARRANTY DEED

THIS INDENTURE, made as of June 8, 2022 between **RSS WFRBS2012-C6 – OH CP, LLC**, an Ohio limited liability company ("**Grantor**"), whose address is c/o Rialto Capital Advisors, LLC, 200 S. Biscayne Boulevard, Suite 3550, Miami, Florida 33131, in favor of **BEACHWOOD OFFICE LLC**, a Wisconsin limited liability company ("**Grantee**"), whose tax mailing address is 1200 North Mayfair, Suite 410, Milwaukee, Wisconsin 53226:

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the unsealing and delivery of these presents, the receipt of which is hereby acknowledged, grants, with limited warranty covenants, unto Grantee and its successors and assigns forever, the parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Cuyahoga, State of Ohio, and more particularly described on the attached **Exhibit A** (the "**Property**").

Commonly known as: 23250 Chagrin Boulevard, Beachwood, Ohio

Permanent Parcel Numbers: 742-23-002, 742-23-010

Prior Instrument Reference: Limited Warranty Deed recorded on March 12, 2021 as Instrument Number 202103121134 of the Cuyahoga County, Ohio Records.

Subject however, to:

- (a) Real property taxes and assessments for the year 2022 and thereafter;
- (b) Zoning and other regulatory laws and ordinances affecting the Property;
- (c) Matters which would be disclosed by an accurate survey; and
- (d) Easements, rights of way, limitations, conditions, covenants, restrictions, and other matters of record.

This is an Ohio statutory form limited warranty deed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Grantor has caused these presents to be executed and delivered as of the date first above written.

GRANTOR:

RSS WFRBS2012-C6 – OH CP, LLC, an Ohio limited liability company

By: Rialto Capital Advisors, LLC, a Delaware limited liability company, its manager

By:

Name: ADAM SINGER

Title: Managing Director

STATE OF FLORIDA)

) SS.

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1st day of June, 2022 by Adam Singer, as Managing Director of Rialto Capital Advisors, LLC, a Delaware limited liability company, as manager of **RSS WFRBS2012-C6 – OH CP, LLC**, an Ohio limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

Stacy A Kilbane
Notary Public

Print Name:

Serial No. (if any):



Stacy A Kilbane
Comm.: HH224188
Expires: Feb. 3, 2026
Notary Public - State of Florida

This document prepared by:
RSS WFRBS2012-C6 – OH CP, LLC
200 S. Biscayne Boulevard, Suite 3550, Miami, Florida 33131

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Cuyahoga, State of Ohio, and is described as follows:

Parcel No. 2:

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio, and known as being part of Parcel No. 1 of the Commerce Park Development as recorded in Volume 185 of Maps, Pages 73, 74 and 75 of Cuyahoga County Records, and further known as part of Original Warrensville Township Lot No. 58, and bounded and described as follows:

Beginning, at the Northwestern corner of said Parcel No. 1, which point is in the Easterly side line of Green Road, 80 feet wide;

thence North 89° 58' 52" East along a Northerly line of said Parcel No. 1, 496 feet to the principal place of beginning of the parcel herein described;

Course 1: thence continuing North 89° 58' 52" East, 49.37 feet to a point;

Course 2: thence North 0° 14' 28" West, 267 feet to a point;

Course 3: thence North 89° 58' 52" East, 250.28 feet to a point;

Course 4: thence South 0° 14' 28" East, 427 feet to a point on the Northerly side of Commerce Park Road, 60 feet wide;

Course 5: thence South 89° 58' 52" West along the Northerly side line of Commerce Park Road 30 feet to an angle point therein;

Course 6: thence South 0° 14' 28" East along a Westerly side line of Commerce Park Road, 144.04 feet to a point;

Course 7: thence South 89° 45' 32" West, 269.24 feet to a point;

Course 8: thence North 0° 14' 28" West, 305.08 feet to the principal place of beginning.

Parcel No. 3:

Appurtenant Easement Rights as contained in a Reciprocal Easement Agreement by and among Four C.P.S. Company, Ltd., Three Commerce Park Square Company and Young Office Center walkways and driveways, parking and utility purposes, dated May 12, 1982 and filed for record on June 23, 1982 in Volume 15647, Page 547 of Cuyahoga County Records and ratified in a Ratification of Reciprocal Easement Agreement dated May 12, 1982 and filed for record on May 2, 1985 in Volume 85-1877, Page 46 of Cuyahoga County Records.

P.P.N. 742-23-010, 742-23-002



25325 Fairmount Blvd • Beachwood, Ohio 44122

Phone (216) 292-1914 • Fax (216) 292-1917

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 11/19/2024

OWNER OF BUILDING: Beachwood Office LLC PHONE: 414-777-1200

STREET ADDRESS: 1200 N. Mayfair Road, Suite 410

CITY/STATE/ZIP: Milwaukee WI 53226

APPLICANT: Beachwood Office LLC PHONE: 216-469-1924

COMPANY OR FIRM: c/o James B. Heller Consulting

EMAIL: JBHellerconsulting@gmail.com

STREET ADDRESS: 24407 Tunbridge Lane

CITY/STATE/ZIP: Beachwood OH 44122

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

James B. Heller - JBHellerconsulting@gmail.com / Ron Tannenbaum - RDL Architects
ront@rdlarchitects.com / Diane A. Calta - DCalta@mkgmlpa.com

DESCRIPTION OF THE PROPERTY:

ADDRESS: 23250 Chagrin Blvd, Beachwood OH 44122 SUITE # N/A

TENANT NAME: N/A

PERMANENT PARCEL # 742 - 23 - 002 PRESENT USE: U-7A PROPOSED USE: U-3C

PURPOSE OF APPLICATION: to rezone the parcel to accommodate residential apartments
and various related amenities to be utilized by the apartments

NATURE OF THE REQUEST (check as many as apply):

- ☒ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☒ Rezoning
- ☐ Zoning text amendment
- ☐ Other _____
- ☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.
Please explain reason for variance (must indicate a hardship):

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. Same zoning request as the adjacent project

***** (OVER) CONTINUED ON BACK *****

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	Zoning District	Fee
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.


SIGNATURE

Stewart M. Wangard
PRINTED NAME

11-18-2024
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: _____ RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

Building Department
Brian Roenigk, Building Commissioner
Phone (216) 292-1914 • Fax (216) 292-1917



CUYAHOGA COUNTY, *Ohio*

MyPlace

Manufactured Home Current Tax balance (2024 pay 2024) is available by clicking the "Pay Your Taxes Online" link below.

Search

City Search By ☐ Owner ☒ Parcel ☐ Address[View Map](#)

PROPERTY DATA

[General Information](#)[Transfers](#)[Values](#)[Land](#)[Building Information](#)[Building Sketch](#)[Other Improvements](#)[Permits](#)[Property Summary Report](#)

TAXES

[Tax By Year](#)[Pay Your Taxes Online](#)

LEGAL RECORDINGS

[Get a Document List](#)

ACTIVITY

[Informal Reviews](#)[Board of Revisions Cases](#)

Primary Owner

BEACHWOOD OFFICE, LLC

Property Address

23250 Chagrin BLVD Beachwood, OH 44122

Tax Mailing Address

BEACHWOOD OFFICE, LLC 1200 N MAYFAIR SUITE 410 MILWAUKEE, WI 53226

Description

58 COMMERCE PARK DEV 0001 EMP 74223010

Property Class

OFFICE BUILDINGS - 3 OR MORE STORIES (ELEVATOR)

Parcel Number

742-23-002

Taxset

Beachwood

Tax Year

2023 Pay 2024 ▼

Summary By Tax Year 2023 Pay 2024

Please use the Pay Your Taxes Online to pay your tax bill for the current tax year

Assessed Values

Land Value	\$255,640
Building Value	\$427,420
Total Value	<u>\$683,060</u>
Homestead Value	\$

Half Year Charge Amounts

Gross Tax	\$41,567.62
Less 920 Reduction	<u>\$14,769.30</u>
Sub Total	\$26,798.32
Non-business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead Reduction	\$0.00
Total Assessments	<u>\$150.12</u>
Half Year Net Taxes	<u>\$26,948.44</u>

Market Values

Land Value	\$730,400
Building Value	<u>\$1,221,200</u>
Total Value	<u>\$1,951,600</u>

Rates

Full Rate	123.26
920 Reduction Rate	.350798
Effective Rate	80.020588

Flags

Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N
Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary**Charges****\$53,896.86****Payments****\$53,896.86****Balance Due****\$.00****2023 (pay in 2024) Charge and Payment Detail**

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$26,798.32	\$26,798.32	\$.00
	1ST HALF BALANCE	\$26,798.32	\$26,798.32	\$.00
	2nd half tax	\$26,798.32	\$26,798.32	\$.00
	2ND HALF BALANCE	\$26,798.32	\$26,798.32	\$.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2023	\$75.06	\$75.06	\$.00
	1ST HALF BALANCE	\$75.06	\$75.06	\$.00
	2nd half tax - 2023	\$75.05	\$75.05	\$.00
	2ND HALF BALANCE	\$75.05	\$75.05	\$.00
C100030S-Sewer Maintenance				
	1st half tax - 2023	\$75.06	\$75.06	\$.00
	1ST HALF BALANCE	\$75.06	\$75.06	\$.00
	2nd half tax - 2023	\$75.05	\$75.05	\$.00
	2ND HALF BALANCE	\$75.05	\$75.05	\$.00

Charges	Payments	Balance Due
---------	----------	-------------

Total Balance

\$53,896.86 \$53,896.86 \$0.00

Amount Due**\$0.00**

(May include interest charges and/or 2024

Special Assessments due in 2025. Call

(216) 443-7420, option 1, for assistance.

Please see Special Assessment

Information.)

Top

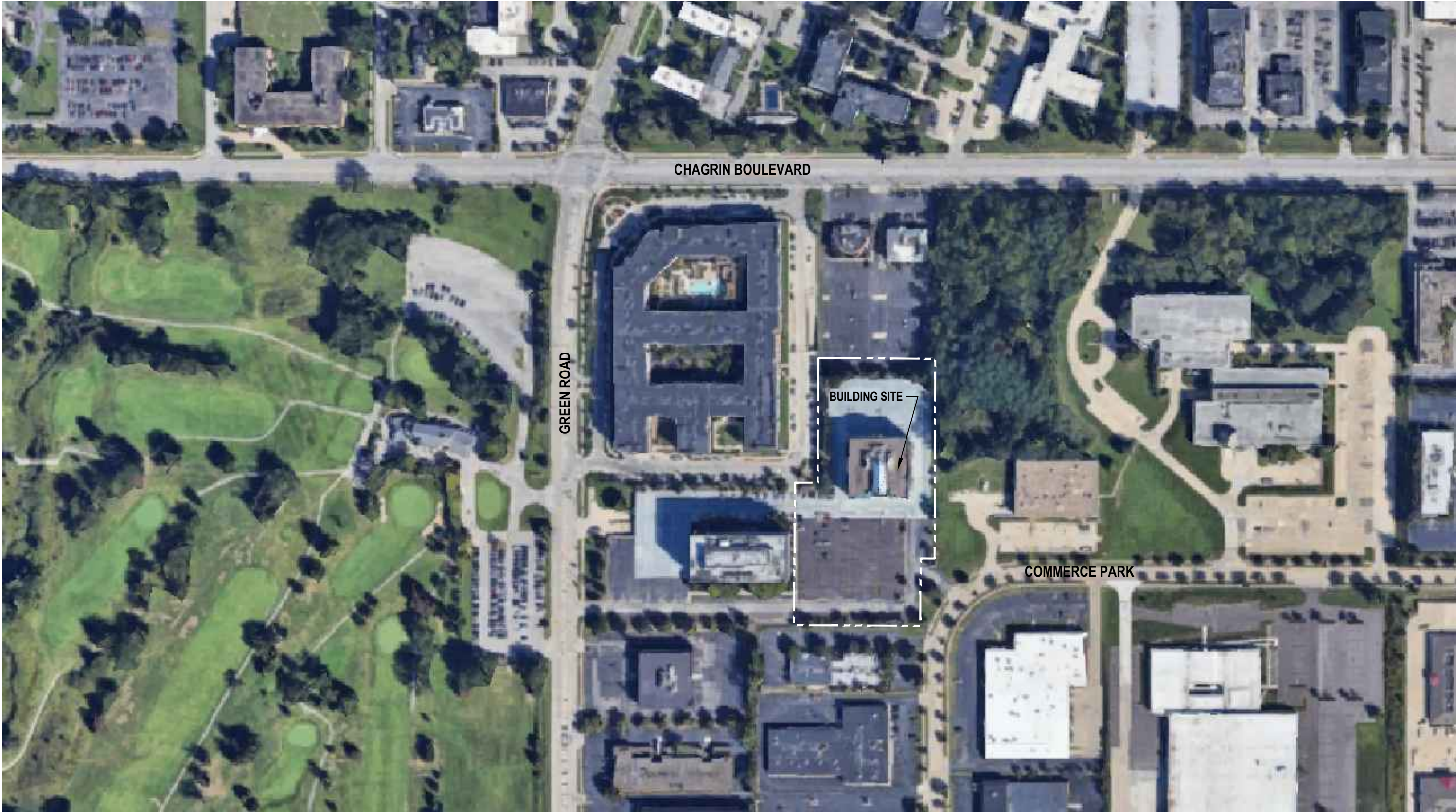
View Map

Updated :11/18/2024 03:51:53 AM

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU



rdla: #22135R COPYRIGHT © 2024

23250 CHAGRIN BLVD | BEACHWOOD, OHIO | NEW CONSTRUCTION: MULTIFAMILY

The drawings, specifications, ideas, design and arrangements represented thereby are and shall remain the property of the architect. No part of shall be copied, disclosed to others or used in conjunction with any work or project other than the specific project for which they have been prepared and developed without the written consent of the architect. Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job site, and this office must be notified of any variations from the dimensions and conditions shown by these drawings.



SITE AERIAL PLAN

SCALE: 1" = 200'



DATE: 11-21-2024

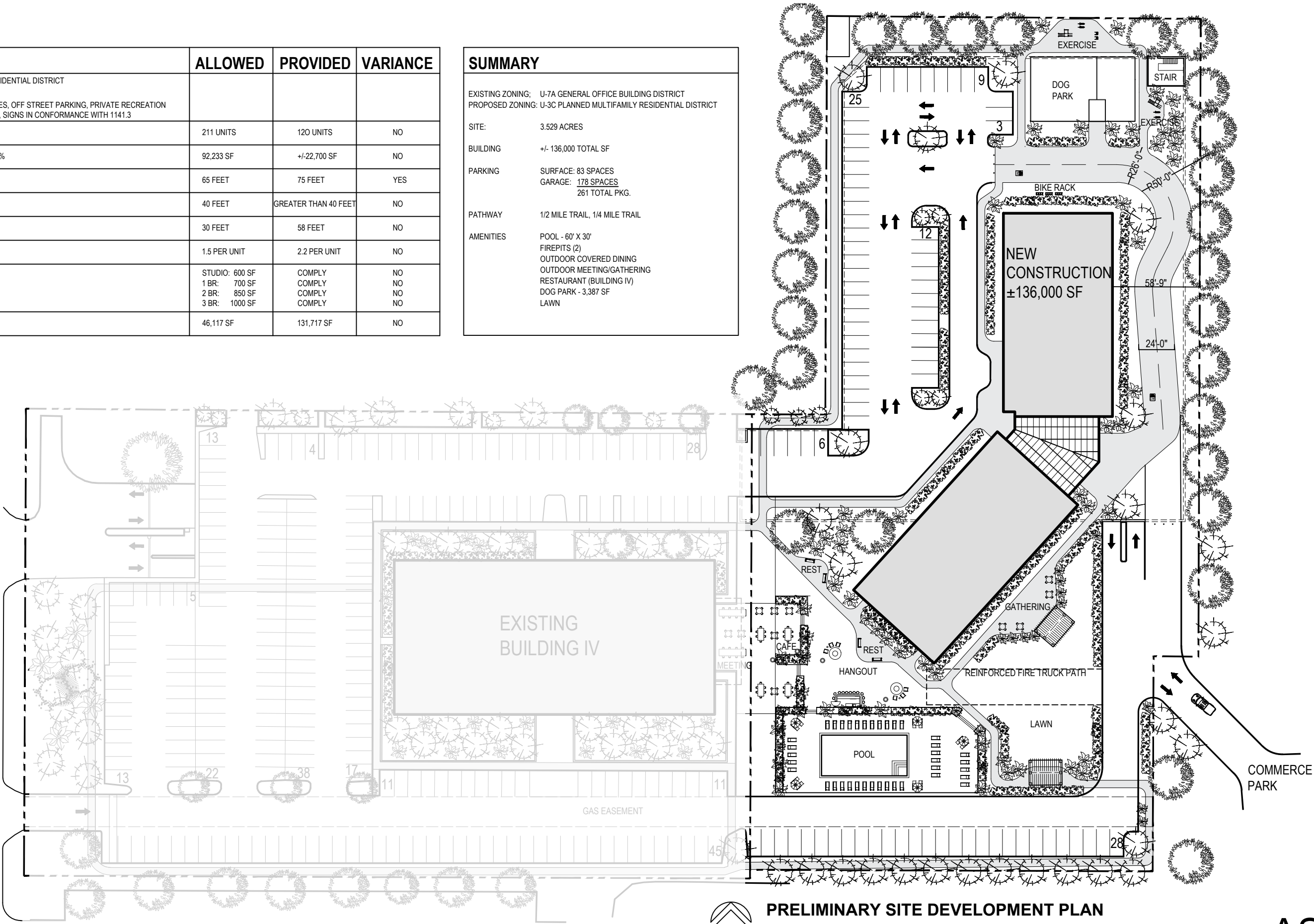


AS-1

RDL

ZONING	ALLOWED	PROVIDED	VARIANCE
PROPOSED: U-3C PLANNED MULTIFAMILY RESIDENTIAL DISTRICT PRIMARY USE: MULTIFAMILY DWELLING ACCESSORY USE - PRIVATE PARKING GARAGES, OFF STREET PARKING, PRIVATE RECREATION AND FACILITIES, CONCIERGE TYPE SERVICES, SIGNS IN CONFORMANCE WITH 1141.3			
MAXIMUM DENSITY 60 UNITS PER ACRE	211 UNITS	120 UNITS	NO
MAXIMUM BUILDING GROUND COVERAGE 60%	92,233 SF	+/-22,700 SF	NO
MAXIMUM HEIGHT	65 FEET	75 FEET	YES
SETBACK FROM RIGHT OF WAY	40 FEET	GREATER THAN 40 FEET	NO
SETBACK FROM PROPERTY LINE	30 FEET	58 FEET	NO
PARKING RATIO	1.5 PER UNIT	2.2 PER UNIT	NO
MINIMUM UNIT AREAS:	STUDIO: 600 SF 1 BR: 700 SF 2 BR: 850 SF 3 BR: 1000 SF	COMPLY COMPLY COMPLY COMPLY	NO NO NO NO
OPEN SPACE MINIMUM 30%	46,117 SF	131,717 SF	NO

SUMMARY
EXISTING ZONING: U-7A GENERAL OFFICE BUILDING DISTRICT PROPOSED ZONING: U-3C PLANNED MULTIFAMILY RESIDENTIAL DISTRICT
SITE: 3.529 ACRES
BUILDING +/- 136,000 TOTAL SF
PARKING SURFACE: 83 SPACES GARAGE: 178 SPACES 261 TOTAL PKG.
PATHWAY 1/2 MILE TRAIL, 1/4 MILE TRAIL
AMENITIES POOL - 60' X 30' FIREPITS (2) OUTDOOR COVERED DINING OUTDOOR MEETING/GATHERING RESTAURANT (BUILDING IV) DOG PARK - 3,387 SF LAWN



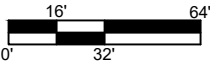
23250 CHAGRIN BLVD | BEACHWOOD, OHIO | NEW CONSTRUCTION: MULTIFAMILY

The drawings, specifications, ideas, design and arrangements represented thereby are and shall remain the property of the architect. No part of shall be copied, disclosed to others or used in conjunction with any work or project other than the specific project for which they have been prepared and developed without the written consent of the architect. Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job site, and this office must be notified of any variations from the dimensions and conditions shown by these drawings.



PRELIMINARY SITE DEVELOPMENT PLAN

SCALE: 1" = 64'



DATE: 11-21-2024



AS-2

RDL

INTRODUCED BY:

ORDINANCE NO. 2025-4

AN ORDINANCE AMENDING ORDINANCE NO. 2017-23 TO ADJUST THE COMPENSATION OF THE MAYOR/DIRECTOR OF PUBLIC SAFETY.

WHEREAS, Article VIII, Section 3 (1)(A) of the Charter of the City of Beachwood provides that Council shall establish, by Ordinance, or amend as necessary, the salary and compensation of the Mayor;

WHEREAS, the Mayor as an elected official is compensated for services rendered rather than hours worked on a prescribed work schedule;

WHEREAS, pursuant to Beachwood City Charter, Article IV Section 4(4), the Mayor shall also act as the head of the Department of Public Safety.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio that:

Section 1: Pursuant to Beachwood City Charter Article IV, Section 4(4), the Mayor shall also act as the Director of the Department of Public Safety.

Section 2: Council hereby amends compensation for the Mayor/Director of Public Safety as set forth in Ordinance No. 2017-23 of this Council and any other provisions of ordinances in conflict with this Ordinance, to be effective January 1, 2026, as follows:

Elected Officials.

(A) Effective January 1, 2026, the salary for the Mayor shall be set at \$165,000. Beginning January 1, 2027, and annually thereafter, the salary shall be adjusted by the lesser of three percent (3%) or the Social Security Cost of Living Adjustment (COLA) for that year. City Council shall review the Mayor's salary every four years to assess its adequacy and make any necessary adjustments

(B) Annual Benefits for the Mayor/Director of Public Safety:

The Mayor/Director of Public Safety shall receive medical and other benefits generally provided for full-time administrative employees of the City, with the exception of vacation leave, longevity compensation, and sick leave. Such benefits will include but are not limited to: medical insurance, life insurance with an option of accidental death and dismemberment coverage, and short-term disability benefits provided for administrative employees of the City; cellular phone allowance at the maximum allowed per Section 2.8.3 of the Administrative Salary Ordinance; and the use of an automobile provided by the City.

The Mayor conducts City business during regular business hours, including nights and weekends and, therefore, the Mayor's compensation is not based on a set number of hours worked on a weekly, monthly or annual basis.

ORDINANCE NO. 2025-4

There shall be no adjustment to the Mayor's pay based on variations in the Mayor's work schedule.

The City shall establish a "fringe benefit" pension "pickup plan" and pay fifty percent (50%) of the Mayor/Director of Public Safety's mandatory pension contribution. This is in addition to the Mayor/Director of Public Safety's ability to participate in the City's "salary reduction" pension "pickup plan".

Travel expenses for official business of the City or the reimbursement of out-of-pocket expenses in excess of Five Hundred Dollars (\$500.00) must be approved by Council. All expenses of any amount shall be related to official City business, shall be reasonable, and shall be substantiated by receipts submitted to the Finance Department. Expenses of an out-of-town workshop, seminar, or convention will require advance approval by Council if such event involves more than Five Hundred Dollars (\$500.00) in total expenditures. Travel expenses to attend Mayor's Court Training, each year, is approved for a total not to exceed Five Hundred Dollars (\$500.00).

No other benefits are provided for the Mayor, unless approved by Council.

Section 3: Council further directs that this compensation schedule for the Mayor/Director of Public Safety shall remain in effect unless and until amended by Council pursuant to the Charter and ordinances of the City of Beachwood. Further, all currently existing salary ordinances of the City shall be amended to insert the above salary and benefits for the Mayor/Director of Public Safety of the City, and any part of such ordinances inconsistent herewith are repealed in applicable part, except that the existing salary ordinance for the Mayor shall remain in effect until this Ordinance becomes effective on January 1, 2026.

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: Consistent with Article VIII, Section 1 of the Charter, this Ordinance providing for compensation of the Mayor/Director of Public Safety shall be read three times at three separate Council meetings, and not be passed as an emergency or urgent legislative measure.

ORDINANCE NO. 2025-4

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2025.

Clerk

Acknowledgment:

Although this Ordinance provides benefits to the Office of Mayor after my current term of office has expired, I have neither approved nor disapproved this legislation when presented to me due to what someone may assert could be a potential conflict of interest and, therefore, the same shall become law in the manner provided in the Charter for such matters.

Mayor

The Clerk of Council notes that Mayor Justin Berns did not participate in the passage or approval of this legislation, nor did he preside over any meetings during consideration of this Ordinance.

Clerk

Pursuant to the provisions of the City Charter:

Placed on First Reading: February 3, 2025

Placed on Second Reading:

Placed on Third Reading:

Adopted:

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Whitney Crook, Clerk of Council

FROM: Justin B. Berns, Mayor

DATE: February 5, 2025

SUBJECT: Civil Service Chair – February 18, 2025 Council Meeting

Please prepare the necessary legislation and oath as follows:

- Appointing Larry Gordon as Chair of the Civil Service Commission for a term ending 12/31/25. Mr. Gordon is currently serving as a member with a term ending 12/31/27.

Thank you.

JB/br

Cc: Alec Isaacson, Council President
Todd Hunt, Law Director
Steven Holtzman, Fire Chief
Dan Grispino, Police Chief
Larry Gordon, Civil Service Chair - Elect

INTRODUCED BY:

RESOLUTION NO. 2025-15

A RESOLUTION CONFIRMING THE APPOINTMENT OF LARRY GORDON AS CHAIR FOR THE CITY OF BEACHWOOD, OHIO CIVIL SERVICE COMMISSION; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, due to the resignation of Pete Smith, a vacancy has occurred in the position of Chair of the Civil Service Commission;

WHEREAS, it is necessary to appoint a new Chair to ensure the continued effective operation of the Civil Service Commission;

WHEREAS, the Mayor has appointed Larry Gordon as Chair for the City of Beachwood Civil Service Commission and has requested Council to confirm said appointment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The appointment by the Mayor of Larry Gordon as Chair for the City of Beachwood Civil Service Commission for a term ending December 31, 2027, be and the same is hereby confirmed.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 18th day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of February, 2025.

Clerk

Approval: I have approved this legislation this 19th day of February, 2025, and filed it with the Clerk.

Mayor



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

7108346		TRFO		PRIME HOSPITALITY H1 LLC	
PERMIT NUMBER		TYPE		3775 PARK E DR	
10	01	2023		BEACHWOOD OH 44122	
ISSUE DATE					
01	14	2025			
FILING DATE					
D5A D6					
PERMIT CLASSES					
18	022	C	F32805		
TAX DISTRICT		RECEIPT NO.			

FROM 01/29/2025

60883420005				MONARCH BEACHWOOD LP	
PERMIT NUMBER		TYPE		DBA EMBASSY SUITES BEACHWOOD	
10	01	2023		3775 PARK E DR	
ISSUE DATE		BEACHWOOD OH 44122			
01	14	2025			
FILING DATE					
D5A D6					
PERMIT CLASSES					
18	022				
TAX DISTRICT		RECEIPT NO.			



02/05/2025
MAILED 01/29/2025
tct

RESPONSES MUST BE POSTMARKED NO LATER THAN.

03/06/2025
03/03/2025
tct

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C TRFO 7108346

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BEACHWOOD CITY COUNCIL
ATTN CLERK OF COUNCIL
25325 FAIRMOUNT BLVD
BEACHWOOD OHIO 44122