COLERAIN
TOWNSHIP ~ OHIO

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Regular Meeting of the Board of Trustees - February 11, 2025

1. **Opening of Meeting**
2. **Executive Session** 6PM
3. **Pledge of Allegiance** 7PM
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
    a. Presentation by Chief Walls Introducing and Swearing-in a Newly Promoted Employee
    b. Presentation by Energy Alliances - Natural Gas Aggregation
    c. Presentation of Year End Finances Available for Supplemental Capital Appropriation
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**

Public Safety

a. Motion to Authorize the Township Administrator to Execute an Agreement with Flock Safety for LPR Cameras.
b. Resolution Declaring a Junk Motor Vehicle - 2326 Lincoln Ave.
c. Motion to Issue Noise Resolution Permit to Club Trio Lounge
d. Motion to Issue Noise Resolution Permit to Precision Site Development, LLC.
e. Motion Authorizing Township Administrator to Execute Contract with Vogelpohl Fire Equipment for Purchase of Fire Engine for $982,230.00

Public Services

a. Resolution Approving ODOT Project PID119068 - Poole Road Sidewalks

Development

Administration

a. Motion to Authorize Township Administrator to Execute an Electrical Aggregation Contract at or below $0.0949 kWh .

11. **Old Business**

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a. Discussion and Potential Action - Trustee Compensation
b. Discussion and Potential Action - Superintendent Position

12. Consent Items

a. Contract - Verizon Wireless - Network Extender - $0 - Term N/A
b. Quotation- Zix email encryption, threat protection, and continuity - EXP 4/24/2026

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Presentation by Chief Walls Introducing and Swearing-in a Newly Promoted Employee
No action is requested of the Board.

Rationale:
Introduce and administer the Oath of Office to the department's newest Career Firefighter:

- Jason Barrett

PRESENTATIONS

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Presentation by Energy Alliances - Natural Gas Aggregation

No action is requested of the Board.

Rationale:

Rich Surace from Energy Alliances will be in attendance to provide an update on the aggregation program.

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Presentation of Year End Finances Available for Supplemental Capital Appropriation

Staff seeks direction from the Trustees on the supplemental capital budget for permanent appropriations.

Rationale:

In 2024, the Board of Trustees provided direction for a new approach to capital that would allow departments to make progress on deferred maintenance. As part of this new process, a year end review of budgetary surplus from the prior year would be conducted and up to 75% of the surplus could be reallocated for capital needs.

Below is a summary of budgetary surplus by fund:

Fund Number	Fund Name	2024 Surplus	75% of Surplus	Requested Amount
1000	General	$1,535,272	$1,151,454	$1,151,000
2011, 2021, 2031, 2231	Road Funds	$900,266	$675,200	$250,000
2261	Law Enforcement Trust Fund	$226,520*	$169,890	$0
2111	Fire District	$1,343,717	$1,007,788	$1,000,000

*100% of savings for the police department is from the Law Enforcement Trust fund for asset forfeiture. These dollars are restricted in use. Outside of this fund, Fund 2081 - Police District, saw a deficit of $12,825 compared to budget.

FUND	FUND NAME	Budgeted Revenue	Actual Revenue	Variance	Budgeted Expense	Actual Expense	Variance	Total Variance	75%
1000	General	8,335,425	8,459,232	123,807	8,968,489	7,557,025	1,411,465	1,535,272	1,151,454
	SUBTOTAL GENERAL FUND	**8,335,425**	**8,459,232**	**123,807**	**8,968,489**	**7,557,025**	**1,411,465**	**1,535,272**	**1,151,454**
2011	Motor Vehicle Lic. Tax	220,000	332,516	112,516	464,400	265,469	198,931	311,447	233,585
2021	Gasoline Tax	612,000	718,996	106,996	424,799	478,433	(53,634)	53,362	40,021
2031	Road & Bridge	1,476,078	1,866,817	390,739	1,734,537	1,729,397	5,140	395,879	296,909
2231	Permissive Motor Veh License	574,200	662,463	88,263	763,959	712,643	51,316	139,579	104,684
	SUBTOTAL ROADS	**2,882,278**	**3,580,792**	**698,514**	**3,387,695**	**3,185,943**	**201,752**	**900,266**	**675,200**
2081	Police District	11,372,223	11,144,061	(228,162)	11,961,048	11,745,711	215,337	(12,825)	(9,619)
2261	Law Enforcement Trust	102,000	323,936	221,936	90,000	69,636	20,364	242,299	181,725
2271	Enforcement & Ed	1,500	1,311	(189)	4,000	6,765	(2,765)	(2,954)	(2,216)
	SUBTOTAL POLICE	**11,475,723**	**11,469,307**	**(6,416)**	**12,055,048**	**11,822,112**	**232,936**	**226,520**	**169,890**
2111	Fire District	14,472,418	15,131,144	658,726	16,766,435	16,711,879	54,556	713,282	534,962
2281	Ambulance & EMS	1,585,000	2,228,807	643,807	1,454,756	1,468,128	(13,372)	630,435	472,826
	SUBTOTAL FIRE & EMS	**16,057,418**	**17,359,951**	**1,302,533**	**18,221,191**	**18,180,007**	**41,184**	**1,343,717**	**1,007,788**
	TOTAL - ALL DEPARTMENTS	**38,750,844**	**40,869,282**	**2,118,438**	**42,632,423**	**40,745,086**	**1,887,337**	**4,005,775**	**3,004,331**

Recommendations:

$1,000,000	Fire Engine
$250,000	Spiritridge Bid Alternate - Paving
$250,000	Springdale Road Sidewalks
$192,000	Parking Lot Phase 1 - 4160 & 4200
$169,000	Police Cruisers - From General Fund
$40,000	Gutters at 4200
$500,000	Capital Reserve allocation

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Execute an Agreement with Flock Safety for LPR Cameras.
Recommend ADOPTION of the Motion.

Rationale:
At the January 2025 meeting, the Board voted to allow Trustee Ulrich to transfer $50,000 of her discretionary budget and Trustee Wahlert to transfer $20,000 of his discretionary budget to potentially lease or purchase license plate reader (LPR) cameras. The Board of Trustees also instructed Chief Cordie to evaluate several vendors that sell or lease LPR cameras. As a result of this review, Chief Cordie will present his findings to the Board of Trustees with the recommendation to execute an agreement with Flock Safety for LPR cameras.

COMMUNITY SUPPORT

Community Outreach & Engagement

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Engaging your community shows your **willingness to be transparent and in turn, helps build trust and support.** You are seeking out the concerns of and listening to your community and potentially utilizing community feedback to inform policy.



WHY ENGAGE YOUR COMMUNITY?

It's an opportunity to share information and understand community concerns.

You can utilize feedback from your community to inform your department's LPR policy (ex. recurring and consistent search audits outlined in department LPR policy, consistent reports shared with council/board, use of transparency portal, etc.).

WHEN TO ENGAGE YOUR COMMUNITY

The earlier the better! This allows you to gauge your community's comfort level and concerns with LPR and be able to respond accordingly.

Early outreach and engagement enables you to share that experience and outcomes when presenting to your city/county leadership.



Different Ways to **Reach Out and Engage**

Host community information and discussion session(s). This can be in a townhall-type format, Q&A or Coffee with the Chief/Sheriff/Command Staff. Feature LPR as the topic or present LPR information at an existing community meeting or department-community outreach event. Flock representatives can support you at community meetings! Whether that's presenting to your community, co-presenting alongside you, or simply being present to help with answering questions.

Considerations

GO INTO THE COMMUNITY

If practical and appropriate, consider holding the meeting at a community hall, library, museum, place of worship, community room, or somewhere centrally located and easily accessible, versus hosting a meeting at the police station or city hall. Community members may also feel more comfortable in a neutral environment. If you decide to host at your department, consider including a tour of your department as a way to kick things off and welcome in the community. Consider holding the meeting in the evening hours or on a weekend in order to accommodate various work and school schedules.

REACH OUT TO MARGINALIZED COMMUNITIES OR THOSE THAT MAY NOT TYPICALLY ENGAGE WITH LAW ENFORCEMENT.

Proactive conversations demonstrate willingness to listen and work alongside your whole community. Offer to present information and answer questions.

ENGAGE SUPPORTERS AND CHAMPIONS.

Think about existing groups in your internal and external community. If they meet regularly, ask to join a meeting to share information and answer questions.

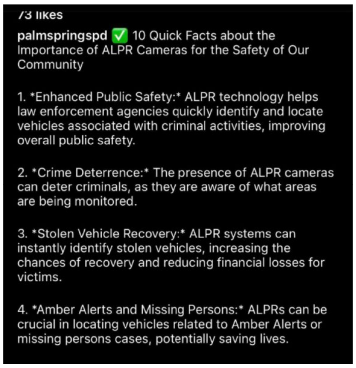
- **Who can be internal champions?** Utilize neighborhood officers, SROs, volunteers, citizen advisory boards, community outreach and engagement team, and provide education and information regarding LPR so they can also help provide accurate information to community members
- **Consider reaching out to:** Neighborhood Watch groups and HOAs (Where do you do your crime prevention and education presentations? Would it be appropriate to feature LPR in those discussions/meetings?), faith-based communities, local business groups/leaders/Chambers of Commerce, the senior community, refugee and immigrant communities, college communities, other existing civic groups, etc.
- **Language and communication needs** for in-person/online verbal and audio communications. Do you need American Sign Language interpreters or non-English language translators?

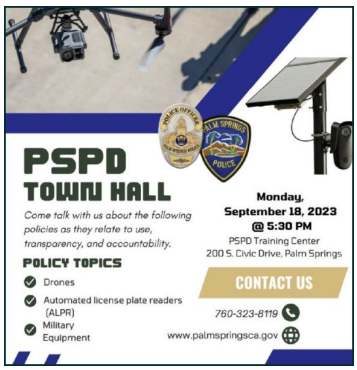
Written and Printed Materials

Flock can provide you with informational handouts or can assist with creating materials to fit your needs. You can provide written materials at community meetings and your department's outreach or crime prevention and education events. Consider non-English language needs.

Media Campaigns

Here are some social media examples from Palm Springs Police Department's Instagram and FaceBook posts regarding LPR:







PSPD's PIO did a great interview with their Chief and posted to social media! **Link to interview**
Flock has social media materials that you can share on your pages.

Press coverage

Have your PIO engage with Flock's Communications Team by emailing them at **media@flocksafety.com** or connect via your CSM. Utilizing local media is a powerful way to reach wide audiences and we can help!

Final Thoughts

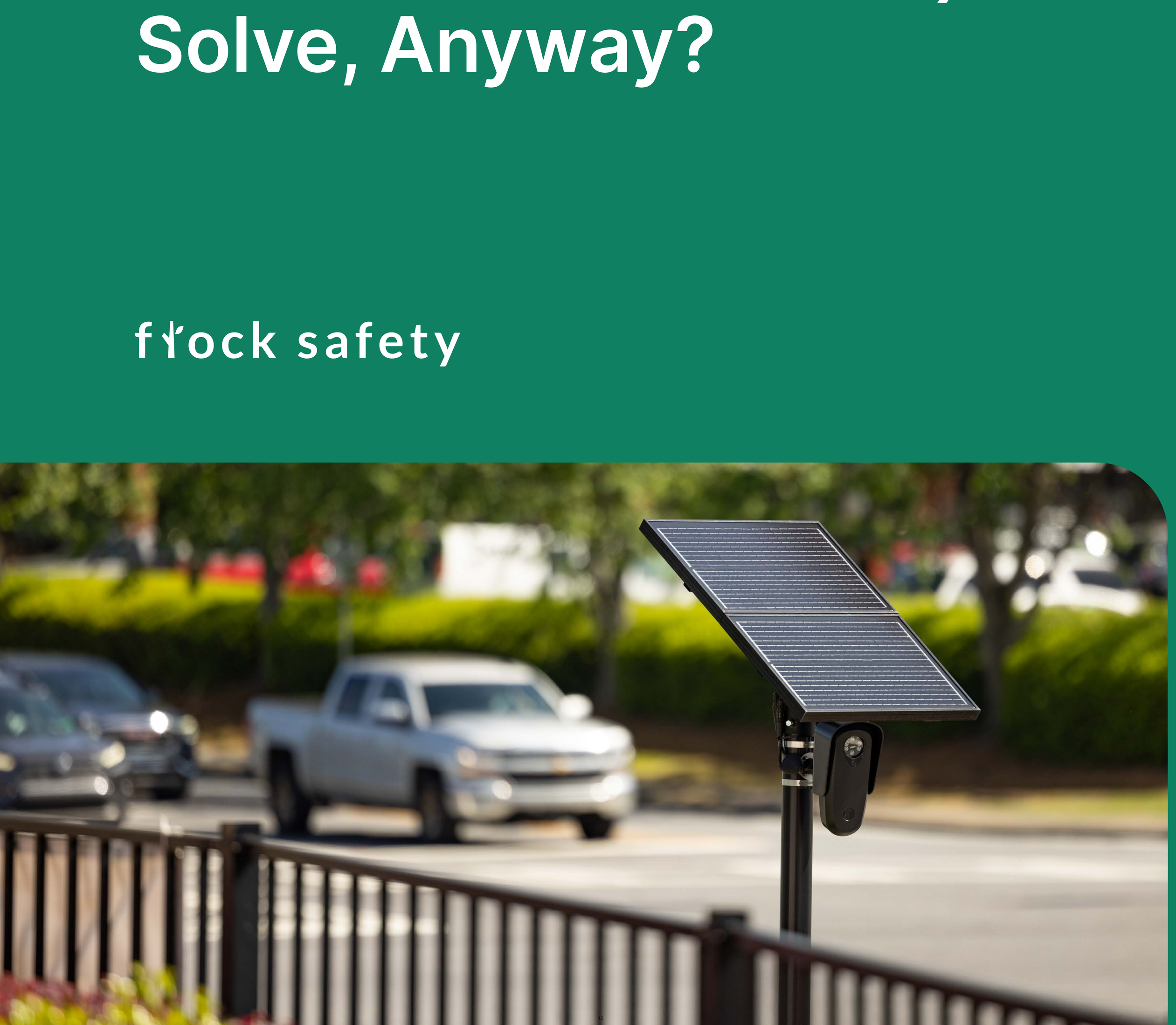
Utilize your findings and experience with community outreach and engagement to inform your LPR policy so it is best suited to your community's needs.

Communicate with your city/county leadership regarding your community outreach and engagement efforts as well as any actions you've taken to address concerns (i.e. provided education on the technology, incorporated feedback into policy).

IMPACT STUDY

How Many Crimes Do Automated License Plate Readers (ALPRs) Solve, Anyway?

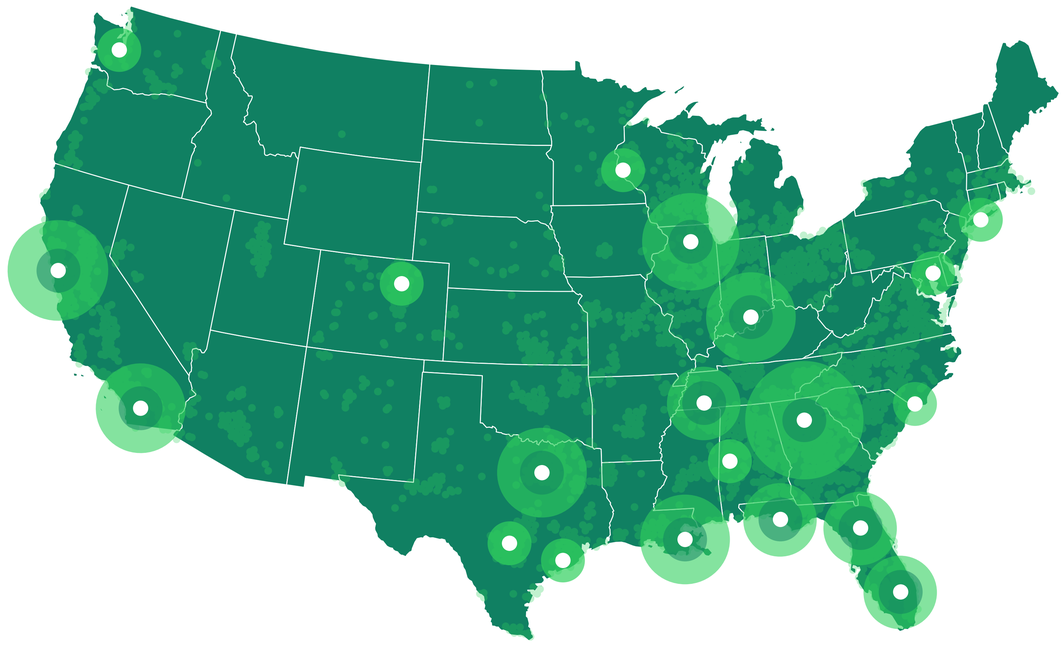
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As Automated License Plate Reader (ALPR) technology has become more ubiquitous, discussion has shifted from the proven utility to **understanding how they contribute to solving crimes**.

Recent studies highlight significant positive outcomes, such as increased follow-up arrests, identification of stolen vehicles, and improved case closure rates.

To better understand effective deployment and usage of ALPR cameras, Flock Safety, the leading provider of ALPR technology to 4,000+ communities across the United States, conducted a large-scale analysis of ALPR outcomes correlated with crime clearance and reduction data.



Methodology

The study utilizes a comprehensive survey of Flock Safety ALPR customers, conducted from April to June 2023. Individual agencies' crime clearance data is analyzed in conjunction with FBI-reported crime data, employing multilinear regression to isolate the impact of ALPR-centric, agency-centric, and jurisdiction-centric factors. The survey focuses on raw numbers of crimes solved, filtering out minor offenses. Data which did not meet rigorous criteria for inclusion are also filtered out, leading to 123 survey respondents, representing a diverse range of sizes and demographics, with sufficient granularity for analysis.

The study employs single and multilinear regression to identify factors most associated with ALPR-assisted clearance rates. Notable findings include the importance of ALPR-centric factors, agency behavior, collaboration with other agencies, and surprising success in challenging environments.

10%

Flock Safety devices are now helping solve 10% of reported crime in the U.S.

200x

A typical agency that works with Flock will have access to more than 200 times the number of cameras that they own

9.1%

A typical agency that acquires an additional 1 Flock Device per Sworn Officer, may expect a 9.1% increase in clearance rate

Key Findings

Access to Evidence

Agencies with more Flock Devices per Sworn Officer and shared devices exhibit higher clearance rates, emphasizing the power of additional investigative evidence.

Agency Behavior

Broad access to ALPR technology within an agency correlates with higher success in solving crimes, highlighting the role of officers in the field and the importance of proper technology use. Agencies who provide Flock access and training to a broad spectrum of officers, from patrol to their investigative bureau and beyond, see more success with the technology.

Collaboration with Other Agencies

Network effects, both locally and on a national scale, should agencies choose to engage in such, can play a significant role. In fact, the number of nearby Flock customers and shared devices per sworn officer may greatly impact clearance rates. As an example, the addition of 20 Flock customers near an agency can lead to a 1% increase in clearance rate.

Overcoming Challenging Environments

Agencies with fewer sworn officers and larger population areas achieve higher clearance rates when using ALPR, suggesting ALPR's effectiveness in addressing resource challenges. This is especially important when considering the current hiring and retention challenges that agencies across the country face.

This research provides valuable insights into ALPR technology's impact on law enforcement outcomes. The identified factors can guide agencies in optimizing their use of ALPR technology for enhanced crime clearance rates.

Applying this framework to all of Flock's customers and estimating the totals, over 700,000 crimes each year are solved using Flock Safety technology. This represents roughly 10% of reported crime nationwide.

These findings warrant further research specifically examining the impact of ALPR usage on specific categories of crimes, especially in examining the before-and-after impacts of those changes. Such a study is presently underway as part of a joint research project by Texas Christian University and the University of Texas at Tyler.

Read the full white paper, published on Researchgate.



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About Flock Safety

Frequently Asked Questions

1

WHAT IS LPR?

License Plate Readers (LPR) have long helped law enforcement solve crimes. LPRs capture computer-readable images of license plates, allowing law enforcement agencies to compare plate numbers against those of stolen cars or cars driven by people suspected of being involved in criminal activities.

The information by LPR cameras can help determine whether a vehicle was at the crime scene and discover cars that may be associated with each other. Law enforcement agencies can choose to share their information with other agencies. The cameras can also integrate data from national or state crime databases to provide realtime alerts when a vehicle associated with a known suspect or a stolen vehicle passes the camera.

According to the National Conference of State Legislatures, when employed ethically and objectively, LPRs are an effective force-multiplying tool for law enforcement. A 2011 study by the Police Executive Research Forum concluded that LPRs used by Mesa, Ariz., Police resulted in “nearly three times as many ‘hits’ for stolen vehicles, and twice as many vehicle recoveries.”

A comprehensive study conducted with oversight from independent criminology research experts found a clear correlation between Flock technology and increased case clearance rates.

2

WHAT IS FLOCK SAFETY?

Flock Safety is an all-in-one technology solution to eliminate crime and keep your community safe. Our intelligent platform combines the power of communities at scale – including cities, businesses, schools, and law enforcement agencies – to shape a safer future together.

Our full-service, maintenance-free technology solution is trusted by more than 4,000 communities across the country to help solve and deter crime in the pursuit of safer communities for everyone. Visit **www.flocksafety.com** for more info.



3

WHO DOES FLOCK SAFETY SERVE?

Flock Safety serves HOAs, neighborhood associations, businesses, law enforcement agencies, schools, cities, counties, and states to provide them with the tools they need to increase the effectiveness of their public safety efforts, target crime efficiently and objectively, and help provide the information police need to stop crime.

4

WHERE IS FLOCK SAFETY LOCATED?

There are thousands of Flock Safety communities across the U.S. We can service customers almost anywhere across the U.S. with our local teams strategically located in cities across the country.Flock Safety is headquartered in Atlanta and has over 700 employees across the U.S.

5

WHAT IS THE FLOCK SAFETY FALCON®?

The Flock Safety Falcon® is a solar-powered, motion-activated, and infrastructure-free camera that leverages Flock's proprietary Vehicle Fingerprint® technology to identify and take a snapshot of the critical details of a vehicle that passes by it.

The Flock Safety Falcon® captures the make, vehicle type, color, license plate (full, partial, or missing), state of the license plate, and the vehicle's unique features, including damage and after-market alterations.

They are connected to the cloud through LTE, like a mobile phone, and perform 24/7 in any weather.

Flock Safety LPR cameras leverage the FBI's National Crime Information Center (NCIC) federal and state hotlist, which are updated at least every 24 hours, to send real-time alerts to nearby law enforcement officers when a wanted or stolen vehicle is detected. Officers can then verify that information with their dispatch to safely make arrests and recover stolen property.

They also integrate with the National Center for Missing and Exploited Children's AMBER Alert database to help locate missing individuals, and can be used in the event of a Silver Alert in the same capacity.



6

WHAT MAKES FLOCK SAFETY LPR UNIQUE?

While traditional automated license plate reading (LPR) cameras are an effective crimefighting option, they are also extremely expensive. The $10,000-$40,000 price tag is unrealistic for many of Flock Safety's customers.

As a more affordable option, Flock Safety cameras employ best-in-class LPR and machine learning technology. Flock cameras have an intentionally short shutter speed, which allows the camera to start taking pictures in less than a tenth of a second following vehicle motion sensing and to capture multiple frames of a car traveling up to 75 MPH.

The camera's infrared captures highly-accurate, clear images day or night. The machine learning allows the camera to capture vehicle information beyond the license plate — valuable evidence like vehicle make, type, color, and unusual characteristics.

In side-by-side tests, Flock Safety technology consistently performs above competitors. In a study conducted by a neutral law enforcement agency, Flock Safety produced 30% more accurate reads than the competition.

Additionally, Flock Safety LPR is infrastructure-free, powered by solar and connected through LTE. The flat annual fee covers installation, maintenance, data, security, and customer service.

Lastly, Flock Safety is in the top echelon of the industry for privacy, transparency, and security. Flock Safety data will never be shared without permission, sold to third parties, or used for unpaid fines, unauthorized viewing outside of a legitimate crime-related event, or kept in a library. The footage is fully encrypted and stored in the cloud. All footage is deleted after 30 days on a rolling basis, unless a democratically-elected governing body or official legislates a different retention period.

7

HOW DOES FLOCK SAFETY'S LPR HELP PROMOTE TRANSPARENCY AND OBJECTIVITY IN POLICING?

Flock Safety technology is purpose-built to remove human bias from crime-solving. The LPR cameras and machine learning technology are engineered to capture vehicle characteristics, types, and license plates, which are then checked against state and federal records to ensure accuracy and minimize errors.

The LPR cameras take still images of cars passing through the lens (not video) and cannot follow or track vehicles once they leave the camera’s view.

Flock Safety DOES NOT record names, phone numbers, or addresses and doesn’t mark specific locations where people have been. There is no capability in the system to mark or annotate the locations of passersby.

Finally, Flock Safety is built to enable and encourage transparency, with several features that create robust audit capability. Both private and law enforcement customers must enter a reason for each search made through the Flock Safety system. That search history can be easily displayed for a community or law enforcement leadership to see what the Flock system has been used for.



Flock Safety has also created the first free, optional LPR Transparency Portal to serve as a hub for a police agency's LPR usage, data retention, and search policies. Any law enforcement customer can access the LPR Transparency Portal.

Flock Safety is committed to building technology, tools, and a team that treats all people equitably, regardless of race, ethnicity, class, background, and orientation. We believe that everyone has a right to public safety.

8

WHAT IS THE FLOCK SAFETY RAVEN® AUDIO SENSOR?

The Flock Safety Raven® is an audio detection device that pairs with the Flock Safety Falcon® LPR camera for law enforcement who want to decrease response times and increase case clearance.

Unlike single-point gunshot detection and traditional LPR, which segment evidence into silos, the Flock Safety Raven® recognizes the sound of gunshots, immediately calls 911, and consolidates actionable LPR and audio evidence into one streamlined system so first responders can save lives and collect crucial evidence that solves crime.

9

HOW DOES THE FLOCK SAFETY RAVEN® WORK?

The Flock Safety Raven® provides law enforcement agencies an affordable, infrastructure-light option for gunshot detection. It wakes when it detects a gunshot and is connected to a Flock Safety Falcon® LPR camera, activating the camera when it detects a crime in progress to capture the vehicle(s) on scene, and helping police build a more robust case.

The Flock Safety Raven® is solar and LTE-powered and can be deployed to mirror the structure of your community.

10

DOES THE FLOCK SAFETY RAVEN® CAPTURE PERSONAL INFORMATION?

No. The Flock Safety Raven® is intended to capture loud sounds indicative of a crime in progress, not human voices or conversations. The audio clip is only a few seconds long, not long enough for any meaningful portion of identifiable audio to be captured. Sounds and data collected by the Flock Safety Raven® are subject to the same privacy and security standards as that of Flock Safety LPR devices.

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Privacy Commitment

Let’s defeat crime together.

Our commitment to **protecting the whole community**

Flock Safety helps thousands of cities prevent and eliminate crime with technology that captures objective evidence and delivers it into the hands that serve and protect. In our pursuit of a safer society, we place our commitment to protecting individual privacy and mitigating bias at the core of every policy and product we develop.

WE FOCUS ON PROTECTING PRIVACY AND ENABLING ACCOUNTABILITY

- Flock devices only capture objective evidence, whether vehicular, audio, or video. Flock does not enable predictive policing.
- Flock devices do not connect to databases to identify name, identifiers, addresses, or other information about people.
- The system always requires a documented search reason or case number every time a user accesses Flock data, creating a permanent audit trail for every user.
- Customers own 100% of all data captured on our devices. We never share or sell data with third parties.
- All images and metadata are encrypted in the cloud for maximum security compliance.
- Flock has created the first LPR Transparency Portal, provided to customers optionally for free, to document LPR usage, policies, and ROI for their community.



Morgan Hill CA PD

Transparency Portal

Last Updated: Wed Feb 05 2025

Overview

Morgan Hill CA PD uses Flock Safety technology to capture objective evidence without compromising on individual privacy. Morgan Hill CA PD utilizes retroactive search to solve crimes after they've occurred. Additionally, Morgan Hill CA PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, they have made the below policies and usage statistics available to the public.

Policies

What's Detected
License Plates, Vehicles

What's Not Detected
Facial recognition, People, Gender, Race

Acceptable Use Policy
Data is used for law enforcement purposes only. Data is owned by Morgan Hill CA PD and is never sold to 3rd parties.

Prohibited Uses
Immigration enforcement, traffic enforcement, harrassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.

Access Policy
All system access requires a valid reason and is stored indefinitely.

Hotlist Policy
Hotlist hits are required to be human verified prior to action.

Usage

Data retention (in days)
30 days

Number of owned cameras
50

External organizations with access

ACRATT -CA, Alameda CA PD, Alameda County CA SO, Albany CA PD, Alhambra CA PD, Amador County CA Sheriff's Office, Anaheim CA PD, Anderson CA PD, Arcadia CA PD, Atherton CA PD, Atwater CA PD, Auburn CA PD, Azusa CA PD, Bakersfield CA PD, Baldwin Park CA PD, Beaumont CA PD, Bell Gardens CA PD, Benicia CA PD, Beverly Hills CA PD, Bishop CA PD , Brawley CA PD, Brisbane CA PD, Buena Park CA PD, Burbank Airport CA PD, Burbank CA PD, Burlingame CA PD, Butte County CA SO, Cal Fire , Cal State Fullerton (CA), California Department of Corrections, California Highway Patrol, California State Parks, California State University Long Beach Campus PD, Calistoga CA PD, Campbell CA PD, Capitola CA PD, Carlsbad CA PD, Carmel CA PD, Cathedral City CA PD, Central Marin CA PD, Cerritos College CA PD, Chino PD (CA), Chula Vista CA PD, Citrus Heights CA PD, City of Lemoore CA, City of Riverside CA PD , Clayton CA PD, Clearlake CA PD, Cloverdale CA PD, Clovis CA PD, Colma CA PD, Colton CA PD , Concord CA PD, Contra Costa County CA SO, Corona CA PD, Coronado CA PD, Costa Mesa CA PD, Covina CA PD, Culver City CA PD, Cypress CA PD, Danville CA PD, Delano CA PD, Desert Hot Springs CA PD, Dixon CA PD, Downey PD CA, Dublin CA PD (ACSO), East Bay Parks CA PD, East Palo Alto CA PD, El Cajon CA PD, El Centro CA PD, El Cerrito CA PD, El Monte CA PD, Elk Grove CA PD, Emeryville CA PD, Escalon CA PD, Escondido CA PD, Fairfield CA PD, Folsom CA PD, Fontana CA PD, Foothill-DeAnza CA PD, Fort Bragg CA PD, Foster City CA PD, Fountain Valley CA PD, Fowler CA PD, Fremont CA PD, Fullerton CA PD, Galt CA PD, Garden Grove CA PD, Gilroy CA PD, Glendora (CA) PD, Grass Valley CA PD, Greenfield PD CA , Grover Beach CA PD, Gustine PD CA , Hanford CA PD, Hayward CA PD, Hemet CA PD , Hercules CA PD, Hillsborough CA PD, Hollister CA PD, Imperial City CA PD, Indio CA PD, Irvine CA PD, Irwindale CA PD, Kern County CA SO , Kings County CA DAs Office, Kings County Sheriff's Office CA , La Habra CA PD, La Mesa CA PD, La Verne CA PD, Laguna Beach CA PD, Lake County CA SO, Lakeport CA PD, Lathrop CA PD , Lincoln CA PD, Livermore CA PD, Livingston CA PD, Lodi CA PD, Lompoc CA PD, Los Alamitos PD CA, Los Altos CA PD, Los Angeles CA PD, Los Angeles County CA SD, Los Angeles Port Police CA, Los Gatos Monte Sereno PD - CA, Madera County SO CA , Manteca CA PD, Marin County CA DA, Marina CA PD, Mendocino County SO-CA, Mendota CA PD, Menifee CA PD, Menlo Park CA PD, Merced County CA SO, Milpitas CA PD, Modoc County CA SO, Montclair CA PD, Monterey CA PD, Monterey County CA SO, Monterey Park CA PD, Mountain View CA PD (Santa Clara County), Murrieta CA PD, Napa CA PD, Napa County CA SO, National City CA PD, NCRIC, Nevada City CA PD, Nevada County CA SO, Newark CA PD , Newport Beach PD CA, Novato CA PD, Oakland CA PD, Oakley CA PD, OC Sheriff CA, Oceanside CA PD, Ontario CA PD, Orange CA PD, Orange County (CA) DA Office , Oxnard CA PD , Pacific Grove CA PD, Pacifica CA PD, Palm Springs CA PD, Palo Alto CA PD, Pasadena CA PD, Piedmont CA PD, Pinole CA PD, Placentia CA PD, Placer County CA DA Office, Placer County CA SO, Pleasant Hill CA PD, Pleasanton CA PD, Port of Stockton CA PD, Porterville CA PD, RCATF CA PD, Redondo Beach CA PD, Redwood City CA PD, Reedley CA PD, Rialto PD CA, Richmond CA PD, Ridgecrest CA PD, Rio Hondo College PD CA, Rio Vista CA PD, Riverside County CA District Attorney, Riverside County CA SO, Rohnert Park Department of Public Safety (CA), Sacramento CA PD, Salinas CA PD, San Bernardino CA PD, San Bernardino County CA SO, San Bruno CA PD, San Diego CA PD, San Diego County CA SD, San Diego Harbor CA PD, San Fernando CA PD, San Francisco CA PD, San Francisco District Attorney CA, San Gabriel CA PD, San Joaquin County CA SO, San Joaquin Delta College PD (CA), San Jose CA PD, San Leandro CA PD, San Luis Obispo CA PD , San Luis Obispo County (CA) Sheriff , San Mateo CA PD, San Mateo County CA SO, San Pablo CA PD , San Pasqual CA PD, San Rafael CA PD, Sand City CA PD, Santa Barbara County CA SO, Santa Clara CA PD, Santa Clara DA CA, Santa Cruz CA PD, Santa Monica CA PD, Santa Rosa CA PD, Sausalito CA PD, Seal Beach CA PD , Seaside CA PD, Sequoias Community College District CA PD, Shafter PD CA, Simi Valley CA PD, Solano County CA SO, Soledad CA PD, Sonoma County CA SO, South Gate CA PD, South Pasadena CA PD, Stallion Springs CA PD, Stanford University CA PD, Stockton CA PD, Suisun City CA PD , Sunnyvale CA PD, Sutter County CA SO , Taft CA PD, Tehachapi CA PD, Torrance CA PD, Tracy CA PD, Truckee CA PD, Tustin CA PD , Ukiah CA PD, Ukiah Fire CA FD, Union City CA PD, Upland CA PD , Vacaville CA PD, Vallejo CA PD, Ventura CA PD, Ventura County CA SO, Ventura County District Attorney's Office CA, Vernon CA PD, Visalia CA PD, Walnut Creek CA PD, Watsonville CA PD, West Covina CA PD, West Sacramento CA PD, West Valley Mission College Dist Campus (CA), Westminster CA PD, Whittier CA PD, Williams CA PD, Willits CA PD, Woodlake CA PD, Woodland CA PD, Yolo County CA SO, Yreka CA PD, Yuba City CA PD, Yuba County Sheriffs Office

Hotlists Alerted On
California SVS, NCMEC Amber Alert

Vehicles detected in the last 30 days
377,477

Hotlist hits in the last 30 days
5,511

Searches in the last 30 days
797

Additional Info

Link to Additional ALPR Resources
Link: https://www.morgan-hill.ca.gov/2196/Flock-Safety

Provided by Flock Safety

Vallejo CA PD

Transparency Portal

Last Updated: Wed Feb 05 2025

Overview

Vallejo CA PD uses Flock Safety technology to capture objective evidence without compromising on individual privacy. Vallejo CA PD utilizes retroactive search to solve crimes after they've occurred. Additionally, Vallejo CA PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, they have made the below policies and usage statistics available to the public.

Policies

What's Detected
License Plates, Vehicles

What's Not Detected
Facial recognition, People, Gender, Race

Acceptable Use Policy
Data is used for law enforcement purposes only. Data is owned by Vallejo CA PD and is never sold to 3rd parties.

Prohibited Uses
Immigration enforcement, traffic enforcement, harrassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.

Access Policy
All system access requires a valid reason and is stored indefinitely.

Hotlist Policy
Hotlist hits are required to be human verified prior to action.

Usage

Data retention (in days)
30 days

Number of owned cameras
136

External organizations with access

ACRATT -CA, Alameda CA PD, Alameda County CA SO, Albany CA PD, Alhambra CA PD, Amador County CA Sheriff's Office, Anaheim CA PD, Anderson CA PD, Angels Camp CA PD, Arcadia CA PD, Arvin CA PD, Atherton CA PD, Atwater CA PD, Auburn CA PD, Azusa CA PD, Bakersfield CA PD, Baldwin Park CA PD, Barstow CA PD, Beaumont CA PD, Bell Gardens CA PD, Benicia CA PD, Beverly Hills CA PD, Bishop CA PD , Brawley CA PD, Brisbane CA PD, Buena Park CA PD, Burbank Airport CA PD, Burbank CA PD, Burlingame CA PD, Butte County CA SO, Cal Fire , Cal State Fullerton (CA), California Department of Corrections, California Highway Patrol, California State Parks, California State University Long Beach Campus PD, Calistoga CA PD, Campbell CA PD, Capitola CA PD, Carlsbad CA PD, Carmel CA PD, Cathedral City CA PD, Central Marin CA PD, Cerritos College CA PD, Chino PD (CA), Chula Vista CA PD, Citrus Heights CA PD, City of Lemoore CA, City of Newman CA PD, City of Riverside CA PD , Clayton CA PD, Clearlake CA PD, Cloverdale CA PD, Clovis CA PD, Colma CA PD, Colton CA PD , Concord CA PD, Contra Costa County CA SO, Corona CA PD, Coronado CA PD, Costa Mesa CA PD, Covina CA PD, Culver City CA PD, Cypress CA PD, Daly City CA PD, Danville CA PD, Decommissioned Org, Delano CA PD, Desert Hot Springs CA PD, Dinuba CA PD, Dixon CA PD, Downey PD CA, Dublin CA PD (ACSO), East Bay Parks CA PD, East Palo Alto CA PD, El Cajon CA PD, El Centro CA PD, El Cerrito CA PD, El Monte CA PD, Elk Grove CA PD, Emeryville CA PD, Escalon CA PD, Escondido CA PD, Fairfield CA PD, Farmersville CA PD, Folsom CA PD, Fontana CA PD, Foothill-DeAnza CA PD, Foster City CA PD, Fountain Valley CA PD, Fowler CA PD, Fremont CA PD, Fresno CA PD, Fullerton CA PD, Galt CA PD, Garden Grove CA PD, Gilroy CA PD, Glendale CA PD, Glendora (CA) PD, Grass Valley CA PD, Greenfield PD CA , Grover Beach CA PD, Gustine PD CA , Hanford CA PD, Hayward CA PD, Healdsburg CA PD, Hemet CA PD , Hercules CA PD, Hillsborough CA PD, Hollister CA PD, Huntington Beach CA PD, Imperial City CA PD, Imperial County CA SO, Indio CA PD, Irvine CA PD, Irwindale CA PD, Kensington CA PD, Kern County CA SO , Kings County CA DAs Office, Kings County Sheriff's Office CA , La Habra CA PD, La Mesa CA PD, La Verne CA PD, Laguna Beach CA PD, Lake County CA SO, Lakeport CA PD, LASD CA - San Dimas Station, Lathrop CA PD , Lincoln CA PD, Lindsay Public Safety Department CA, Livermore CA PD, Livingston CA PD, Lodi CA PD, Lompoc CA PD, Los Alamitos PD CA, Los Alto Hills CA PD, Los Altos CA PD, Los Angeles CA PD, Los Angeles County CA SD, Los Angeles Port Police CA, Los Gatos Monte Sereno PD - CA, Madera County SO CA , Manteca CA PD, Marin County CA DA, Marin County CA SO, Marina CA PD, McFarland CA PD, Mendocino County SO-CA, Mendota CA PD, Menifee CA PD, Menlo Park CA PD, Merced County CA SO, Milpitas CA PD, Modoc County CA SO, Monrovia CA PD, Montclair CA PD, Monterey CA PD, Monterey County CA SO, Monterey Park CA PD, Moraga CA PD, Morgan Hill CA PD, Mountain View CA PD (Santa Clara County), Murrieta CA PD, Napa CA PD, Napa County CA SO, National City CA PD, NCRIC, Nevada City CA PD, Nevada County CA SO, Newark CA PD , Newport Beach PD CA, Novato CA PD, Oakland CA PD, Oakley CA PD, OC Sheriff CA, Oceanside CA PD, Ontario CA PD, Orange CA PD, Orange County (CA) DA Office , Oroville CA PD, Oxnard CA PD , Pacific Grove CA PD, Pacifica CA PD, Palm Springs CA PD, Palo Alto CA PD, Pasadena CA PD, Petaluma CA PD, Piedmont CA PD, Placentia CA PD, Placer County CA DA Office, Placer County CA SO, Pleasant Hill CA PD, Pleasanton CA PD, Pomona CA PD, Port Hueneme CA PD, Port of Stockton CA PD, Porterville CA PD, RCATF CA PD, Redlands CA PD, Redondo Beach CA PD, Redwood City CA PD, Reedley CA PD, Rialto PD CA, Richmond CA PD, Ridgecrest CA PD, Rio Hondo College PD CA, Rio Vista CA PD, Riverside County CA District Attorney, Riverside County CA SO, Rocklin CA PD, Rohnert Park Department of Public Safety (CA), Roseville CA PD, Sacramento CA DA, Salinas CA PD, San Bernardino CA PD, San Bernardino County CA SO, San Bruno CA PD, San Diego CA PD, San Diego County CA SD, San Diego Harbor CA PD, San Fernando CA PD, San Francisco CA PD, San Francisco District Attorney CA, San Gabriel CA PD, San Joaquin County CA SO, San Joaquin Delta College PD (CA), San Jose CA PD, San Leandro CA PD, San Luis Obispo CA PD , San Luis Obispo County (CA) Sheriff , San Mateo CA PD, San Mateo County CA SO, San Pablo CA PD , San Pasqual CA PD, San Rafael CA PD, San Ramon CA PD, Santa Barbara County CA SO, Santa Barbara PD CA, Santa Clara CA PD, Santa Clara County CA SO, Santa Cruz CA PD, Santa Maria CA PD, Santa Monica CA PD, Santa Rosa CA PD, Sausalito CA PD, Seal Beach CA PD , Seaside CA PD, Sequoias Community College District CA PD, Shafter PD CA, Simi Valley CA PD, Solano County CA SO, Solano County DA CA, Solano County Special Investigations Bureau , Sonoma County CA SO, South Gate CA PD, South Pasadena CA PD, South San Francisco CA PD, St. Helena CA PD, Stallion Springs CA PD, Stanford University CA PD, Stockton CA PD, Suisun City CA PD , Sunnyvale CA PD, Sutter County CA SO , Tehachapi CA PD, Torrance CA PD, Tracy CA PD, Truckee CA PD, Tustin CA PD , Ukiah CA PD, Ukiah Fire CA FD, Union City CA PD, Upland CA PD , Vacaville CA PD, Vallejo CA PD, Ventura CA PD, Ventura County CA SO, Ventura County District Attorney's Office CA, Vernon CA PD, Visalia CA PD, Walnut Creek CA PD, Watsonville CA PD, West Covina CA PD, West Sacramento CA PD, West Valley Mission College Dist Campus (CA), Westminster CA PD, Whittier CA PD, Williams CA PD, Willits CA PD, Winters CA PD, Woodlake CA PD, Woodland CA PD, Yolo County CA SO, Yreka CA PD, Yuba City CA PD, Yuba County Sheriffs Office

Hotlists Alerted On
California SVS, NCMEC Amber Alert

Vehicles detected in the last 30 days
490,872

Hotlist hits in the last 30 days
16,632

Searches in the last 30 days
712

Additional Info

Complete ALPR Policy
Complete City Of Vallejo ALPR Policy in Link Below:

https://vallejopd.net/UserFiles/Servers/Server_16397369/Image/Public%20Information/Codes%20and%20Policies/Automated_License_Plate_Readers__ALPRs_2024.pdf

Additional Info

Provided by Flock Safety

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.
1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.
1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.
1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Flock Safety + OH - Colerain Township PD

_____

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

_____

MAIN CONTACT:
Todd Ellis
todd.ellis@flocksafety.com
3173455745

flock safety

flock safety

EXHIBIT A

ORDER FORM

Customer:	OH - Colerain Township PD	Initial Term:	24 Months
Legal Entity Name:	OH - Colerain Township PD	Renewal Term:	24 Months
Accounts Payable Email:	ecordie@colerain.org	Payment Terms:	Net 30
Address:	4200 Springdale Rd Cincinnati, Ohio 45251	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$66,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	22	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	5	$3,250.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	17	$2,550.00

Subtotal Year 1:	$71,800.00
Annual Recurring Subtotal:	$66,000.00
Estimated Tax:	$0.00
Contract Total:	$137,800.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$71,800.00
Annual Recurring after Year 1	$66,000.00
Contract Total	$137,800.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI’s National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: OH - Colerain Township PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Mutual Nondisclosure Agreement

End User Agreement

Service Level Agreement

Customer Data Processing Addendum

Business Associate Agreement

End User Agreement

Version 1.0 (Current)

Effective November 8th 2023

Download

Propose changes

Click above to sign or propose changes

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and and you, the end customer and user ("**Customer**") Products (as defined below), either in connection with a purchase of the Products or use of the Products for evaluation purposes as part of a trial. Customer is under no obligation to purchase the evaluation Products used in a trial but will be invoiced for Products not purchased or returned following the expiration of the trial period.

By accepting this Agreement, whether by clicking a box indicating its acceptance, navigating through a login page where a link to this Agreement is provided, executing a Purchase Order that references this Agreement, or providing another form of electronic acceptance, Customer agrees to be

bound by its terms. If Customer and Verkada have executed a written agreement governing Customer's access to and use of the Products, then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective between Verkada and the Customer as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above or first accesses or uses any of the Products (the "**Effective Date**"). Verkada reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) Customer's continued use of the Products.

Verkada and Customer hereby agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Customer Data**" means all data provided by Customer to Verkada by means of the Products. Customer Data does not include System Data (defined below).

"**Documentation**" means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

"**DPA**" means the Data Processing Addendum available at www.verkada.com/support/dpa or other negotiated data protection agreement, entered into between Verkada and Customer.

"**Firmware**" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"**Hardware**" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"**Hosted Software**" means Verkada's Software-as-a-Service system, currently known as "Command," and related infrastructure made available to Customer to manage and configure the Hardware.

"**License**" has the meaning ascribed to it in Section 2.1.

"**License Term**" means the length of time indicated in the License SKU set forth on the applicable Purchase Order.

"**Partner**" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document for such Products.

"**Product Feature(s)**" means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

"**Products**" means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

"**Purchase Order**" means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products and for the prices set forth thereon.

"**Service Level Agreement**" means the Service Level Agreement set forth on Exhibit A hereto.

"**Software**" means the Firmware and Hosted Software.

"**Support**" means the technical support services and resources available at www.verkada.com/support.

"**System Data**" means configuration information, log and event data, Product performance data, and statistics regarding Customer's use of the Products.

"**Users**" means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

2. LICENSE AND RESTRICTIONS

2.1. License to Customer. Subject to the terms of this Agreement, Verkada grants Customer a royalty-free, nonexclusive, transferable (subject to Section 12) worldwide right during each License Term to use the Software, subject to the terms of this Agreement ("**License**"). Customer must purchase one or more Licenses to use the Software for at least the number and type of Hardware units and/or Product Features that the Customer manages by means of the Software (collectively, "**Valid Licensing**"); however, Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. If Customer purchases the Monitoring Services (as defined on Exhibit B, the "**Alarms Addendum**"), the use of the Products in connection with the Monitoring Services will be subject to the terms of the Alarms Addendum.

2.2. License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3. Restrictions. Customer will not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy the Products or any of their components; or

(iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a "**Prohibited Use**").

3. COURTESY RETURNS; HARDWARE WARRANTY AND WARRANTY RETURNS

3.1. Courtesy Returns. Customer may return up to $250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a "**Courtesy Return**"). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer's account, and include the serial numbers of the Products to be returned.

3.2. Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

3.3. Remedy for Breach of Hardware Warranty. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customer's engaging in a Prohibited Use serves to void the Hardware Warranty.

3.4. Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1. General. Verkada is responsible for providing the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2. Availability. Verkada uses its best efforts to ensure that the Hosted Software is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Hosted Software.

4.3. Support. If Customer experiences any errors, bugs, or other issues in its use of the Products, then Verkada will provide Support in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4. Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1. Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). In the event Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will use the Products only in accordance with the Documentation and in compliance with all applicable laws, including procurement and maintenance of any applicable licenses and permits. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of the export laws and regulations of the United States or any other country. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary local and state licenses and/or permits necessary to operate its business and is in compliance (and will use its best efforts to remain in compliance) with all local, state, and (if applicable) federal regulations regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

5.2. Account Administration. Customer is responsible for identifying one or more individuals within Customer's organization who will act as administrator(s) of Customer's account. Such person(s) will be responsible for, among other things, monitoring and managing access privileges of other Users. Customer is also responsible for verifying, including ensuring that any third-party installer verify, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software prior to installation, as more fully set forth in the Documentation.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement will commence on the Effective Date and will continue for so long as Customer maintains any active Licenses.

6.2. Termination or Suspension for Cause. Either party may terminate this Agreement, and Verkada may suspend Customer's access to the Hosted Software, for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day

period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by Section 2.1.

6.3. Effect of Termination. If Customer terminates this Agreement in accordance with Section 6.2, then Verkada will refund Customer a pro rata portion of any prepaid fees allocable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: Sections 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1. Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2. Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party

uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

7.3. Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1. Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software, the System Data, and all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in Section 2.1, Verkada does not by means of this Agreement or otherwise transfer any rights in the Products to Customer, and Customer will

take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2. Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Verkada, except for the limited license set forth in Section 2.2.

10. INDEMNIFICATION

10.1. By Verkada. Verkada will indemnify, defend, and hold Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") harmless from and against any claim, action, demand, suit or proceeding (each, a "**Claim**"), and the attorneys' fees and court and investigative costs of Customer Indemnitees, made or brought by a third party against any of the Customer Indemnitees alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2. By Customer. Customer will indemnify, defend, and hold harmless Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; and (b) Customer's indemnity obligation under the Alarms Addendum set forth in Exhibit B hereto (if any). Customer will pay any settlement of and any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

11. LIMITATIONS OF LIABILITY

11.1. Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE

FOREGOING, VERKADA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

11.2. No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3. Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

11.4. Excluded Claims Cap. "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10; (b) any breach by Verkada of the DPA, Section 8 (Data Protection), or other data privacy and security obligations. Each party's total, cumulative liability for all Excluded Claims will not exceed two (2) times the total amount paid or payable by Customer for use of the Products under this Agreement during the Term.

11.5. Uncapped Claims. "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Section 3 of Exhibit B (Customer Obligations) (if applicable); (b) either Party's breach of confidentiality (but not relating to any liability associated with Verkada's security obligations with respect to Customer Data which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.

12. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Verkada and supersedes all prior agreements and understandings concerning the subject matter hereof. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3rd Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior,

written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control which would otherwise make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

EXHIBIT A

The Service Level Agreement is available at https://www.verkada.com/support/sla/.

EXHIBIT B

Alarms Addendum

This "**Alarms Addendum**" sets forth the terms applicable to Customer's use of the Monitoring Services (as defined below).

1. Certain Definitions.

a. "**Alarm(s)**" means an alarm signal, data, video or audio transmission initiated by the Hardware installed on Customer's premises signaling a specific type of situation that is transmitted to a Call Center for response via the Hosted Software.

b. "**Call Center**(s)" means a central monitoring station that receives and responds to an Alarm for Customer as more fully set forth below.

c. "**Call List**" means the list of names, with corresponding telephone numbers and email addresses, of those persons in the order Customer wishes to receive notification of Alarms which must be created, and updated by Customer from time to time, via the Hosted Software.

d. "**First Responder(s)**" means the entity (e.g., fire department, police department) that is contacted by the Call Center to respond to an Alarm received at the Call Center.

e. "**Monitoring Services**" means the automated Alarm transmission functionality enabled by the Software that, when triggered, transmits an Alarm to the Call Center for a response, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.

2. Monitoring Services.

a. In order to use the Monitoring Services, Customer must: (i) purchase a License for each location at which Monitoring Services will be provided (a "**Monitoring License**"); and (ii) enable the "Emergency Dispatch" toggle within the Hosted Software, as more fully described in the Documentation.

b. For each Alarm transmitted through the Hosted Software, the Call Center will respond in accordance with its internal operating procedures, and only if warranted in the sole discretion of the Call Center. Not all Alarms require notification to First Responders. If the video verification settings are set to 'Normal Mode' (as described in the Documentation), the Call Center may not notify the individuals on the Call List if it is unable to determine a threat to person or property, including because Call Center cannot discern a threat from the video provided or it is unable to access video of the trigger event. Once dispatched, the Call Center may be unable to recall First Responders.

c. In the event of notification to Customer, the Call Center will call the person(s) named in the Call List, in the order set by Customer. Receipt by Customer of any form of notification provided by the Call Center pursuant to the Call List, is deemed compliance with the notification obligation hereunder, which notice may include SMS or voice mail message.

d. If video or audio Alarms are received at the Call Center, the Call Center will monitor such video or sound in accordance with its internal operating procedures, and for so long as the Call Center, in its sole discretion, deems appropriate.

3. Customer's Obligations.

a. Customer (or a properly licensed installer selected by Customer) is responsible for installation (including the design of such installation), maintenance, service, repair, inspection and testing of the Products. Once installed, it is Customer's responsibility (or a properly licensed installer selected by Customer) to configure its Products in order to enable the Monitoring Services, including by creating and maintaining appropriate Trigger and Response Actions via the Hosted Software (i.e., by creating an "Alarm Address" within Customer's account in the Hosted Software and configuring it in Customer's discretion). Monitoring Services will be provided only if the

Hardware Products have been configured to transmit Alarms to the Call Center by means of the foregoing.

b. Customer is responsible, at Customer's sole expense, for supplying all systems, and incidental functionality (e.g., high-speed Internet access, IP Address and or wireless services, all 110 Volt AC power), necessary to operate the Products at Customer's premises.

c. Once delivered, the Hardware Products are in the possession and control of Customer, and it is Customer's sole responsibility to regularly test the operation of its Products. Verkada does not design installations, install, inspect, maintain, service, repair, or test Products for Customers.

d. Customer is responsible for obtaining and maintaining all licenses, registration and permits for the Products and Monitoring Services, including those required by the Customer's local government, necessary to use the Products as contemplated under this Alarms Addendum in compliance with applicable laws and regulations.

4. Monitoring Services Exclusions.

a. Except for the systems under its control that Verkada uses to make the Hosted Software available, Alarms are transmitted over third party communication networks beyond the control of Verkada and are not maintained by Verkada. Verkada will not be responsible for any failure by such third-party networks which prevents transmission of Alarms from reaching the Call Center or any damages arising therefrom.

b. Verkada will have no liability for permit fees, false alarms, false alarm fines, the manner in which First Responders respond, any response delays caused by the First Responders, the failure of First Responders to respond, or the manner in which Alarms are handled by the Call Centers or First Responders.

c. Verkada makes no representation that any aspect of the Products meets code requirements or constitute an alarm system, burglar alarm system, fire alarm system, CCTV system, access control system or other electronic security system, as those terms are defined under the applicable laws of the jurisdictions in which Customer uses the Products.

d. Verkada is not a Call Center and does not provide the services of a Call Center. Verkada does not respond to an Alarm, notify, or attempt to notify the persons named in the Call List, request dispatch of First Responders, or other agents to Customer's premises to investigate or verify an Alarm. The portion of the Monitoring Services performed by Verkada is strictly limited to Verkada's automated signal and data retransmission software, receivers, and related components, routing Alarms generated from the Products at Customer's premise via a third-party network to a Call Center for response. The Customer is not contracting with Verkada to provide the services of the Call Center. Verkada and the Call Center are independent and unrelated entities, and there is no subcontractor, employer or employee, master or servant, joint venture, partnership, or contractual relationship between them.

5. Suspension & Termination.

Verkada may, without prior notice, suspend or terminate the Monitoring Services, in Verkada's sole discretion, in the event of: (a) a Force Majeure Event which renders any aspect of the Monitoring Services inoperable or impractical; (b) Customer defaults in its performance obligations under the Agreement or use of the Products in a manner that violates any applicable law or any third party right of privacy; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer causes the Products to transmit excessive false alarms, runaway signals, or otherwise unreasonably overburdens either Verkada's systems or the Call Center's systems; or (e) Customer fails to provide accurate information within the Call List or fails to properly update the Call List.

6. No Representations or Warranties.

Verkada makes no representation or warranty, whether express or implied, that the Products including the Monitoring Services will prevent any loss, damage or injury to any person or property, whether by reason of burglary, theft, hold-up, fire or any other cause, or that the Products will in all cases provide the protection for which they are installed or intended. Monitoring Services are not error-free. Verkada is not an insurer, and Customer assumes all risk for loss or damage to Customer's premises, contents, business interruption, or persons on or around the premises. Customer's sole remedy for Verkada's breach of this

Exhibit B is to require Verkada to replace the non-operational Products as set forth in Section 3.2 of the Agreement.

THE ABOVE EXCLUSIONS WILL NOT APPLY, IF THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISE IS LOCATED PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.

7. Indemnity.

In addition to Section 10.2 of the Agreement, to the fullest extent permitted by governing law, Customer will indemnify, defend, and hold harmless Verkada Indemnitees from and against any Claim (including reasonable attorney's fees, court costs, fees associated with investigations, or fees or fines relating to permits or false alarms) arising from Customer's use of the Monitoring Services or its performance, or failure to perform, its obligations under this Exhibit B.

8. Exculpatory Clause.

a. To the fullest extent permitted by governing law, Verkada will not be liable for any loss or damage sustained by Customer caused or contributed by the performance, or failure of performance, of the Monitoring Services under this Exhibit B, even if caused or contributed by any negligence of any kind or degree of the Call Center, Verkada, or any other third-party, except for Verkada's gross negligence in states that do not permit the exculpation of liability for gross negligence, recklessness and willful misconduct.

b. IN THE EVENT THAT THE EXCULPATORY CLAUSE IS NOT ENFORCEABLE UNDER THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISES IS LOCATED, THE LIMITATIONS OF LIABILITY IN SECTION 11 OF THE AGREEMENT SHALL GOVERN AND CONTROL.

9. Insurance.

Customer must maintain a policy of General Liability and Property Insurance for liability, casualty, fire, theft, and property damage and, upon request, will ensure that Verkada is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage related to Customer's use of the Products. Customer assumes all potential risk and damage that may arise by reason of failure of the Products, and Customer will

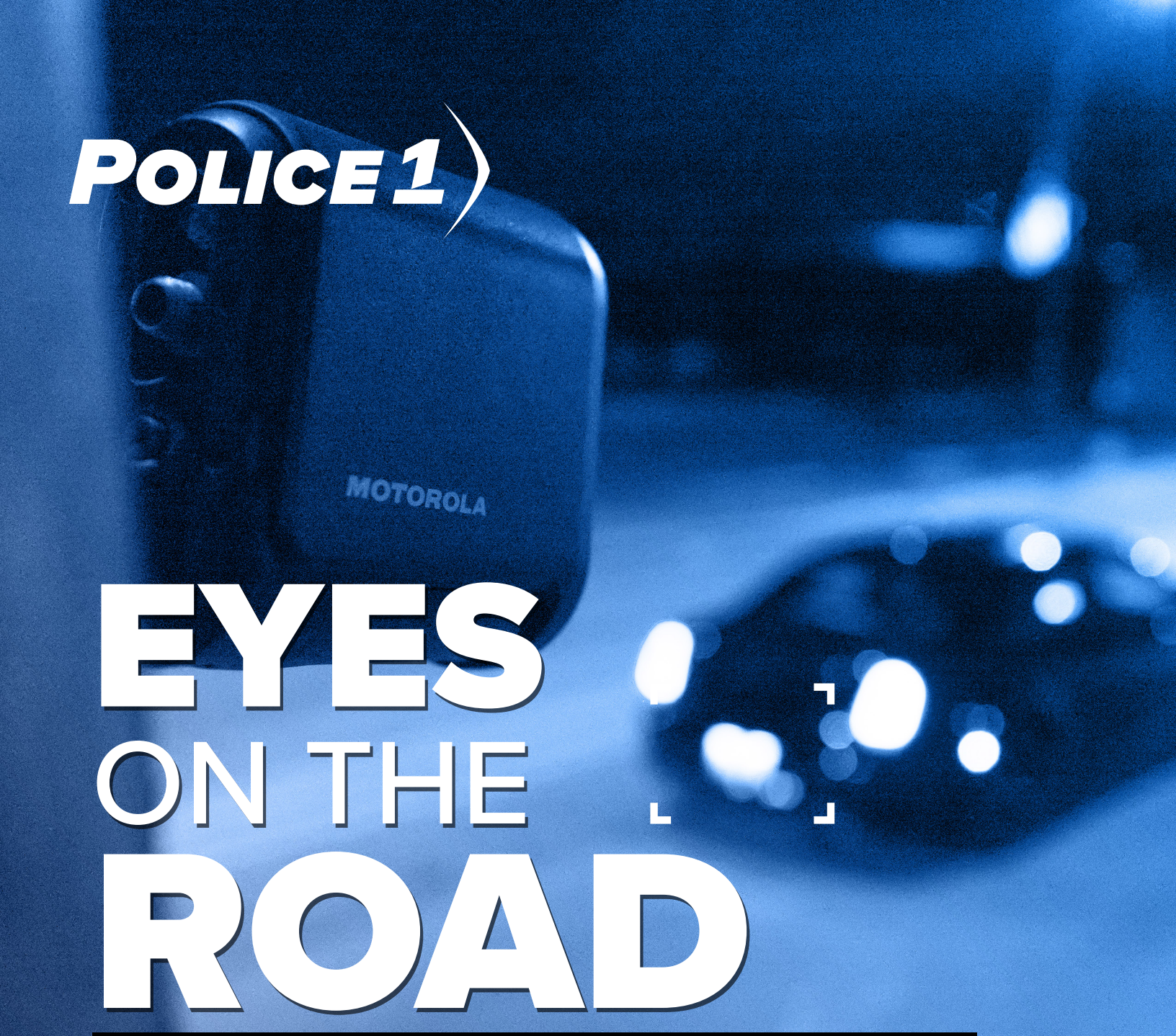
look to its own insurance carrier for any loss or assume the risk of loss. Verkada will not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer policies waive all rights against Verkada and its subcontractors for loss or damages caused by perils intended to be detected by the Products or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

10. Conflict Resolution.

In the event of any conflict, discrepancy, or inconsistency between the terms of the Agreement and this Exhibit B, the terms of this Exhibit B will govern and control.

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POLICE 1



EYES ON THE ROAD

License plate recognition systems can enhance the safety of entire communities

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DO MORE THAN JUST DETECT

Reduce Crime. Enhance Community Safety.

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Looking to intercept vehicles of interest entering your jurisdiction?
Deploy L5F cameras at critical points of entry.



Need a temporary, targeted deployment for a specific investigation?
Quickly install and activate the L6Q.



Want to go from passive patrol to a proactive approach?
Add L5M cameras to patrol vehicles.



Looking to enhance officer safety during a traffic stop?
Invest in the M500 for in-car video and LPR.



Want to expedite vehicle canvassing at a crime scene?
Have officers download Mobile Companion.



Do you have existing security cameras installed at key sites you need to protect?
Equip them with LinC for public-private partnership.

BUILD YOUR CUSTOM LPR PROGRAM

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MOTOROLA SOLUTIONS

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FROM THE EDITOR

UNSLEEPING, UNERRING AND UNIMPEACHABLE

Even in the best-funded, most-resourced jurisdictions, cops can't always be in every key location and crime hotspot. But with advancing technology, witnesses can – not human witnesses, but technological witnesses that observe and capture all that unfolds within their view.

There's no doubt license plate recognition (LPR) systems have been a boon to the work of police and the safety of their communities. The development of different cameras for different situations and powerful back-end software that helps departments make the most of their data extends the reach of law enforcement across cities and entire regions and backs it with solid evidence that furthers investigations and helps secure convictions.

In this eBook you'll learn about the range of powerful LPR tools offered by Motorola Solutions and how they're benefiting a department that's fully embraced them. Read on to discover:

- The attributes of and differences between fixed, mobile and quick-deploy camera options.
- How key software platforms can help investigators identify subjects, trace their movements and even discover their associates.
- How deploying LPR solutions enhanced public safety in the Chicago suburb of Hammond, Indiana.

As Hammond Mayor Thomas McDermott, Jr. said of his city's BlueNET LPR system, "It grew because it's effective, and we want to be as effective as possible trying to catch bad guys... It's a proven technology to lower crime." See if it can do the same for you.

– Nancy Perry, Police1 editor in chief

ABOUT THE AUTHORS

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WHAT'S THE BEST LPR SOLUTION FOR YOUR COMMUNITY?

WRITTEN BY
James Careless for Police1 BrandFocus

Different places have different needs – here are three powerful options to meet them all

When it comes to license plate recognition (LPR) technology, what makes the most sense in New York City might not be the right fit for a smaller town or more rural location. Even within cities, the varying urban, suburban and other areas for which police are responsible may lend themselves to different kinds of LPR approaches.

Given this diversity of landscapes police can face, Motorola Solutions offers a range of LPR options – fixed, mobile and quick-deploy – to meet the video security needs of differing locations and jurisdictions. In combination with the company's advanced software, the image captures and other data produced by LPR systems can provide huge amounts of actionable intelligence for law enforcement to help keep their communities safe.

What are your major considerations?

The type or types of cameras chosen for an LPR system primarily depends on where they're going to go and what jurisdictions are looking to get out of them.

Many departments' initial forays into the technology begin on major thoroughfares, with a focus on jurisdictional entry and exit points and perhaps busy downtown areas. In such areas

access to power and poles for mounting cameras typically isn't an issue. In these cases, a fixed camera can serve as a valuable permanent asset.

Motorola Solutions' L5F Fixed LPR Camera System is designed for the high speeds and volumes of urban street and highway settings, plus any other roadway watch points where power and infrastructure are readily available. This camera is permanently installed for long-term use and designed to deliver the most data capture per dollar spent.

Built to operate in extreme temperatures and weather conditions, L5F units can be used to create a virtual fence around an entire jurisdiction or specific area. They feature dual color and infrared sensors, both scanning at 30 frames per second, and capture plate reads at up to 150 miles per hour even in zero-lux conditions. As with all Motorola Solutions' LPR cameras, the clarity of these images helps power quick determinations of make, model and color by the system's advanced back-end software.

This powerful camera can serve as the foundation of a robust, reliable LPR system. "Our L5F camera is rated to read license plates up to 130 feet away, although we have seen performance as high as 190 feet in some circumstances," said Kyle Hoertsch, an LPR expert with Motorola Solutions (MSI) and former deputy with the Sacramento County Sheriff's Office in California.

The company's VLP processor can support up to four L5F cameras at a single location, providing continuous power, remote control and data-protection mechanisms.

A quick-deploy solution such as MSI's L6Q LPR camera is the "fast and furious" answer to other conundrums, such as locations without power sources or that just might eventually need to change. Designed to run on solar power as well as alternating- and direct-current sources, this small, rugged all-weather camera can be strapped onto a lamppost, fence, tree or any other available vertical surface by a single person in minutes.

"Our L6Q camera is quick to deploy and remove, but in 90% of cases police departments leave it up full time," said Sean Prude, director and area sales manager for Motorola Solutions. "Thanks to its ability to use solar power and connect via commercial wireless networks, there's no need to



Motorola Solutions' L5M Mobile Camera System

get access to electrical and telephone lines. You can just set an L6Q up and go."

The L6Q can capture plates at up to 75 miles per hour and 75 feet away. That's more than powerful enough for typical business and residential streets. It features a tamperproof design – important for uses in locations like drug hotspots – and a removable shroud that can be painted to blend with surroundings.

Additional uses for this type of portable LPR asset include mounting at mass events, in trouble locations where crime is surging and in danger areas like school zones. Its consumer-level ease of installation also makes it a good choice for businesses and private entities that may implement cameras for security purposes.

To provide patrol vehicles and trailers with the power of 360-degree LPR observation, departments large and small can add the L5M mobile LPR camera to their LPR networks. Although small, this is a rugged, high-performance unit that can monitor the roads continuously while patrol officers focus on other things.

Based around a reader that's just 6.9 by 4.5 by 2 inches and 3.5 pounds, the L5M system uses dual color and infrared sensors to function even in pitch darkness and advanced global shutter sensors that can capture 60 frames per second of video to work at high speeds. A single VLP processor runs up to four L5M readers, covering all sides of the car. The data captured by the L5M system alerts these officers whenever a suspect license tag is detected locally and feeds this data into the department's overall LPR network.

A fully outfitted patrol vehicle brings this power wherever a car can go – it can be parked virtually anywhere, capture information in the background and monitor for hits automatically as officers tend to other priorities.

As a deputy, "If I had something like this, I'd just pull over and do paperwork and scan plates automatically as they went by," said Hoertsch. "Grabbing two lanes of traffic, the chance of getting an alert on a stolen car, felony warrant or something good would be pretty high."

As if these options weren't enough, officers in the field can further extend their LPR capabilities to the palms of their hands with the Vigilant Mobile Companion LPR App. This brings plate (and facial) recognition and full data collection and analysis power to their mobile devices.

Motorola Solutions offers additional guidance about the best LPR solutions for common law enforcement needs here.

Cooperative planning is key

Getting the most out of an LPR system requires law enforcement agencies to select the right cameras, back them with the right software and put them in the right places. That last part isn't a solo endeavor.

Cooperative planning with other stakeholders – such as local government leaders, community planners, fire/EMS, utilities and other interested parties – before any cameras are purchased and installed is essential. This is particularly true for fixed systems, where police need to install and power those cameras using other people's poles and infrastructures.

"Ideally, police departments partner with whatever agencies own the assets they're trying to use," said Prude. "In some areas it might be traffic management agencies who own the stoplight poles. In others it might be the Department of Transportation because they may own the poles on a state highway, interstate or overpass bridge. Beyond these connections, police should also work with their mayor's office and local governments to mitigate any citizen concerns about privacy at the outset of any LPR project."

Once cameras are placed and working, other partners can help multiply their value. With the L5M mobile system, for example, use can be extended beyond patrol officers. Departments can ring up hits by equipping other partners who deal with lots of vehicles.



"You just need somebody, whether it's a parking enforcement officer or a neighborhood officer who has LPR, who's scanning plates," Hoertsch said. "They may not be getting any live alerts in their vehicle, but the way that we share our data, patrol officers could be out there driving around and get those live alerts from that parking enforcement officer while they're out doing their job."

Motorola Solutions has experts on staff who can help its customers design and install their LPR systems in the most productive and efficient manner. "Our engineering teams can work with them to identify the right cameras and best locations," Prude said. "There's never a one-size-fits-all solution that addresses every LPR system deployment, which is why proper planning and teaming is always the best way to go forward."

Grants can help

An important benefit of having a wide range of solutions is being compatible with a wide range of budgets. Motorola Solutions' line of LPR offerings provides answers for nearly everyone. And for departments that still need a bit of help, there are always grants. Grantors tend to value public safety and benefiting large numbers of people – two criteria LPR systems obviously meet.

"For any crime that involves a vehicle, there's a grant likely available that police departments are eligible for," said Hoertsch. Prude notes that school safety and retail crime are other fertile application areas where camera solutions can help.

MSI can help advise law enforcement agencies on accessing grants to cover the cost of LPR systems through federal, state and local programs. Its Law Enforcement Grants and Assistance webpage is a good place to start. 1



HOW TO GET THE MOST FROM YOUR LPR DATA

WRITTEN BY
James Careless for Police1 BrandFocus

Maximizing your ROI requires the right back-end capabilities

License plate recognition (LPR) cameras can be a highly effective tool for law enforcement, especially when the right cameras are chosen and supported by a strong and reliable back-end network. For users of Motorola Solutions' L5F fixed, L6Q quick-deploy and L5M mobile camera systems, that begins with the company's Vigilant VehicleManager platform.

Vigilant VehicleManager is a vehicle location intelligence solution that combines LPR basics with unique, powerful analytics. It is designed to help transform license plate recognition data into actionable intelligence.

"Our platform has taken the standard manual processes a law enforcement officer would use and automated them," said Kyle Hoertsch, a former sheriff's deputy in Sacramento, California, and now an LPR expert for Motorola Solutions (MSI). "That's anything you can think about, whether it's finding a vehicle, finding associates, being alerted – those are all built in."

Partial information can produce full identification

Among the platform's key attributes: Users can run a license plate number through law



enforcement databases to discover its owner's identity and any warrants in seconds. With partial plate numbers or even just vehicle descriptions (make, model, color, etc.), they can conduct searches that return possible matches and images for review. They can also apply date and time filters to help narrow prospects down.

"Most of the time, you're not going to have a full license plate number," said Hoertsch. "So we've created a platform that allows the user to take any pieces of information they may have, put them into the user interface and pull back information."

When a vehicle is identified, Vigilant VehicleManager provides its location history and can even predict where it might be in the future if officers need to contact the operator.

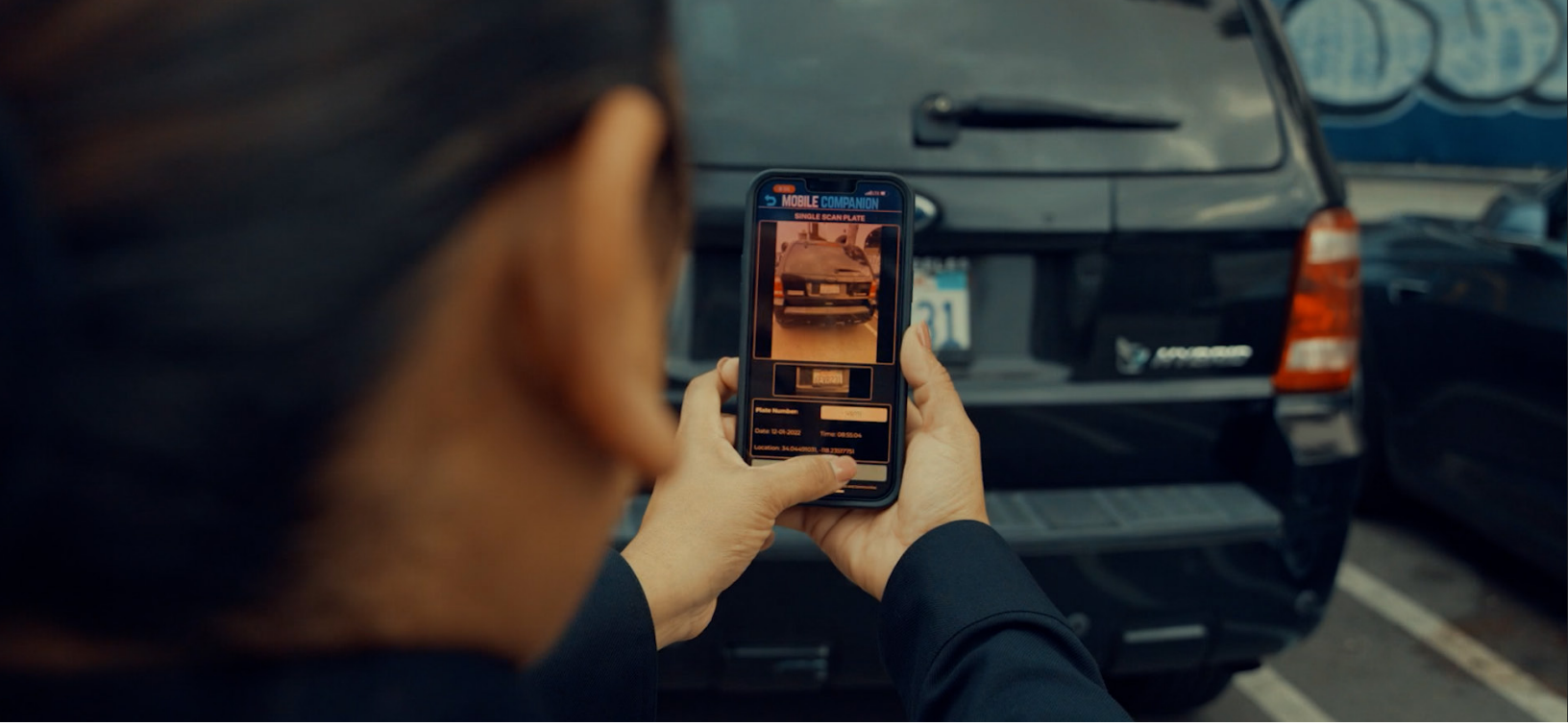
Agencies can configure their own hotlists and alerts with provisions for who has access. Information from partner agencies is easily incorporated, as are subscriptions to other lists. Access to LEARN – the Law Enforcement Archival Reporting Network – provides access to data from more than 1,800 agencies, a total of more than 44 billion records that produces more than 600,000 alerts per day.

Designated users can receive alerts and access the cloud-based platform in a variety of ways, including through their in-car LPR software, on their smartphone through the Vigilant Mobile Companion app, via a dedicated dispatch app, and by text and email.

Beyond individuals, Vigilant VehicleManager can also help power larger investigations. Its search functions allow geofencing with make, model, time, date and other filters to find vehicles that frequent certain areas or are noted at multiple sites of interest.

"Maybe I have 20 different crimes that have occurred at 20 different locations, and based on the method of operation, we believe it's the same person," said Hoertsch. "I can come in and see what common cars have been scanned in these areas during these times. If you start to see some results, that's probably your suspect."

When a subject of interest is noted, associate analysis can distinguish vehicles that are frequently seen with them, and convoy analysis can identify vehicles that travel together – automating and streamlining what used to require hours of stakeouts and painstaking manual comparison. "We've really taken workflows from our end users and law enforcement and built them into the platform," added Hoertsch.



Agencies can set their own policies for data retention. And the platform enables easy growth of the LPR system's reach through the inclusion of other law enforcement and private business partners.

'It's all at their fingertips, right in one file'

At the command level, that's a lot of power and ultimately a lot of data at your disposal. To help streamline and marshal it effectively – along with 911, CAD and other important information – the CommandCentral Aware platform combines all resources and events into a single configurable operational view and map.

"CommandCentral Aware allows you to aggregate intelligence from various sources and put it onto a common platform," said Sean Prude, director and area sales manager for Motorola Solutions. "It can integrate LPR data and incidents caught on camera by police and nonpolice cameras, consumer and business camera videos, in-car video and body-cam video to create a powerful, integrated investigative tool."

Imagine there's a shooting on a secondary street in a business district. A witness provides a partial plate number, vehicle description and direction of escape. Those parameters can all be searched around where it's anticipated to intersect with LPR coverage.

"Now you can start building your case," noted Prude, "because you can say 'OK, the shooting happened on 1st and Main, we have video of it from the LPR camera, and now we also have the license plate of a vehicle that sped away.' All that information is tied into, as they say, a single pane of glass."

CommandCentral Aware also allows video and security footage from businesses around the scene to be linked to the event. That may provide additional insight into plates, people and activities. If an officer is directly involved, their body-cam, dash-cam and, of course, mobile LPR data is included as well. And users of MSI's PremierOne computer-aided dispatch system can link back to troves of other information.

This all points to an important truth about LPR systems: There's huge value in the real-time information they provide – the alerts to wanted vehicles, the power to identify subjects – but there's possibly even more in the data they accumulate and store. In those mountains of bytes lie the answers to questions and crimes, and the right software makes them easier to ferret out.

"The crime analyst side of things is where you use the real power of the data that's been stored," said Prude. "Say you've identified a



drug house. OK, let's see what's going on there with a camera. Now you see all the associated vehicles that come and go from that house. Back in the day you'd have needed somebody with a notebook literally writing down every license plate over days and days.

"Now if there's a 911 call through your CAD system, you have license plates and a bunch of other information. All of that can work together in one incident. And if you're a detective or analyst down the line and want to see the entire picture of what happened with a single incident, you can just punch in that CAD ID number. Now you start to see, this was the robbery that led to the shooting that led to the stolen vehicle that led to the chase that led to the apprehension. And now, all the way up to the district attorney, it's all at their fingertips, right in one file."

All about the data

Data that's collected only to sit doesn't do anyone any good. If you're investing in an LPR system, whatever its size or scope, you need to maximize what you collect and optimize what you do with it. That means casting a broad net. It means joining with partners for a wider reach. And it means supporting operations with back-end software that's fast and flexible.

In his final year as a deputy, Hoertsch served as the liaison between tech services and his department's people in the field. His department used products from multiple vendors – one for its CAD, another for its RMS, a third for its LPR, a fourth for its dashboards. For the guy at the nexus, that was a difficult way to do business.

"Anything I wanted to do, I had to get literally eight people on a phone call and have them collaborate," he recalled. "It was frustrating that I'd have to expend this effort when I was the customer. So that's why we'll work with anybody – even if it's competing technology. It's all about getting the data to the same location.

"But I can tell you, with Motorola Solutions and their ecosystem, it's obviously a lot easier to work within one company. If I'd had MSI then, it would have involved a lot fewer people – maybe just an account rep. It can be a lot easier and cleaner, which is definitely a benefit." 1



PRIVATE PARTNERS CAN GROW AN LPR SYSTEM'S REACH

WRITTEN BY
John Erich, Police1 BrandFocus Staff

Adding cameras from businesses and citizens can extend capabilities without cost

Even with an extensive license plate recognition (LPR) system, it's impossible to keep watch everywhere – no major city can cover every one of its streets and neighborhoods. Yet the citizens and businesses in those places deserve the same levels of protection and service as those on major thoroughfares and in other areas more observed.

What those establishments and residents may have, however, is private security and camera systems. These are proliferating in locations from shops concerned about violence and theft to the front doors of people's homes. Their numbers soared with the post-COVID-19 crime surge, and rapid continued growth is expected.

What if those private eyes – the doorbell cameras and closed-circuit systems and other video security mechanisms – could be connected to an advanced citywide LPR network? They could extend its reach exponentially, without any impact on city coffers.

That's a strategy they're embracing with great success in Hammond, Indiana.

Share your feed

Hammond sits at Indiana's northwest tip – part of the Chicago metro, but with 80,000 residents of its own. Interstates 80 and 90 connect it to the major city to its north and west.

“There are advantages and disadvantages to living so close to a major metropolitan area,” said Hammond’s mayor, Thomas McDermott Jr. “One of the disadvantages is sometimes the problems that affect downtown Chicago affect us, particularly violent crime. I call it imported crime. It comes into our city. And even though we’re a small suburb, we get big-city problems. And we use LPR technology to help us solve a lot of crimes.”

Hammond uses the range of LPR options from Motorola Solutions – fixed, mobile and quick-deploy – to fuel its BlueNET system. That system debuted in 2017 with around three dozen cameras permanently mounted at key city entry and exit points, as well as a small number of mobile units used in patrol vehicles. It has since grown to around 150 cameras that capture every vehicle that comes and goes across city limits.

BlueNET started producing results immediately – “You could literally see the crime trends lower since we started,” said McDermott – but city leaders soon recognized a potential for expansion. In 2021 they initiated a campaign to get local businesses to join the network and contribute their own captured video to help solve crimes.

They offered two levels of participation: The first allowed private partners to register their cameras with the police department but not actually connect them to the system. Just knowing where the cameras are lets officers contact their owners and request their footage if it’s needed for an investigation.

With the second, residents and businesses can actually give Hammond PD direct access to their video feeds. That’s easily done via a small plug-in device. “Sharing your feed can improve response time and help keep you safer by providing advanced details of the situation,” the department tells residents on the BlueNET website. Motorola Solutions’ CommandCentral Aware platform enables that with almost any open-source camera.





As a result the system now includes nearly 300 cameras registered and more than 600 fully integrated. That's the kind of public-private collaboration that can take an effective approach and multiply its benefits immeasurably.

"It cuts down on the time it takes us to get the information we need to do our jobs," said Hammond PD Sergeant Chris Gootee. "The faster we get a picture of the suspect or their vehicle out and distributed to officers and people in the area, the faster we have a chance at apprehending them. And [the folks] giving us video one day to help other people from being further victimized may be helped by other participants in the future."

Success sells

The list of wrongdoers apprehended with the aid of the BlueNET system is substantial. It's helped resolve murders, home invasions, burglaries, robberies and arsons, among others.

That success has helped alleviate any public concerns about high-tech tracking – but there weren't many of those to begin with, leaders say. Hammond citizens generally understood the value of the system from the outset and were on board with both the initial plan and its expansion.

"There were people worried that the public … wouldn't receive this program very well. People worried about Big Brother and stuff like that. But I was confident the residents of Hammond would love it," said McDermott. "We also have [smart] doorbells throughout our city. We've done technology with residents before. And they've embraced the program. I won't tell you I didn't hear some pushback … but the fact is, 98% of our residents love this program and realize that we're doing it with the best of purposes in mind."

A string of high-profile apprehensions hasn't hurt. In March it was two out-of-staters who had committed a string of burglaries. Two months earlier it was a shooting suspect from Minnesota who'd also been involved in a local shooting five years before. Back in 2019 it was an especially nasty perpetrator who had invaded a home and committed multiple violent crimes.

But Hammond leaders also worked proactively to educate their citizens about the cameras and how they would be used. They reassured people that those behaving lawfully weren't at risk, wouldn't be tracked and wouldn't have their information misused. It also wanted the deterrent effect of warning wrongdoers they could no longer transit the city invisibly, but the transparent implementation also helped defang opposition and create a context that encouraged private partners to join later.

"I don't think there's been a problem at all getting people to adapt," said Gootee. "It's another tool in

the toolbox. It doesn't solve every problem, but … if it helps you do your job better and pull over the right person in the right situation, and you don't have to deal with the unknown, then it's not really a change for the worse – it's a change for the better."

Video has value beyond city borders

For Hammond police, the benefit of shared video extends outward too: The data produced by an LPR system can provide valuable insights to others within municipal governments. Imagine what transportation planners could do with accurate counts of how many vehicles are passing through given intersections at given times and even extrapolated knowledge about where they're going. Road improvements and other projects could be more scientifically guided.

But the data is of even more value to others in law enforcement. "That's been one of the really pleasant surprises for me," said McDermott. "When we started this program, I pictured Hammond police officers being the ones that use this data solely." What he found was that "the FBI uses this data. The state police constantly use this data. The county sheriff's department uses it. Local agencies, including the city of Chicago, use this data, and we share it with each other."

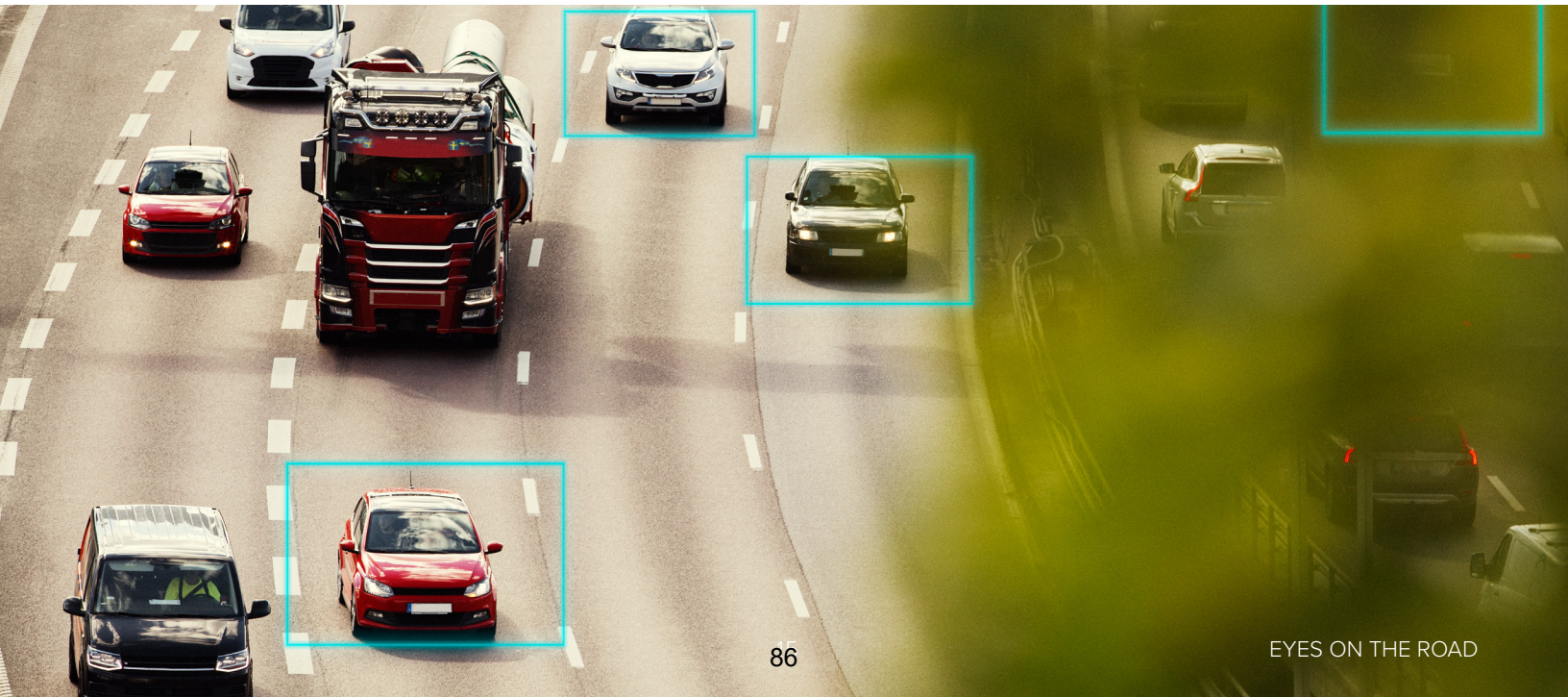
That was the case with the 2019 suspect, who was identified by the BlueNET system before being captured in Chicago. The process worked in reverse for the Minnesota suspect, about whom Hammond police were tipped off by their colleagues to the north.

Together the cases demonstrate how a robust LPR system can have benefits not only within a city but far beyond its limits – it facilitates the joining of forces and resources and helps agencies work together more efficiently. It is, in fact, a powerful tool that can impact entire regions.

"More often than not, we're all working the same suspect who's committing a series of crimes," said Gootee. "So I can share my data with another investigator from another department or another agency … and affect the outcome of the investigation better and faster."

Now imagine large numbers of residents and businesses across those regions doing the same.

"The fact is, residents want public safety just as badly as any elected official does, and you can't put a price tag on controlling crime," said McDermott. "I think it's completely worth it to implement an LPR system. I think 10 years in the future, this will be common in every department across America." 1



More resources

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Motorola Solutions



L5F Fixed LPR



L6Q Quick-Deploy LPR



L5M Mobile LPR



Vigilant VehicleManager



CommandCentral Aware

MOTOROLA
SOLUTIONS



ABOUT THE SPONSOR

On any given day, every moment matters to someone, somewhere. And every moment, Motorola Solutions' innovations, products and services play essential roles in people's lives. We connect first responders to seamless communication networks, applications and services, by providing them with real-time information, and by arming them with intuitive, nearly indestructible radios and devices. We help people be their best in the moments that matter.

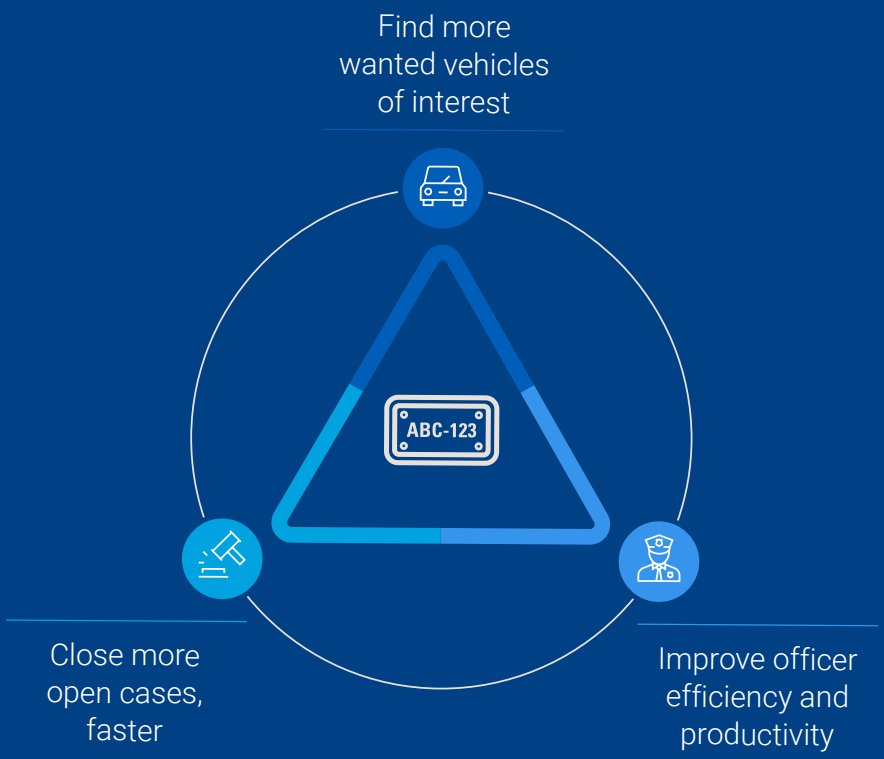
Buyers guide



Selecting the right license plate recognition solution for your agency

A comprehensive guide to building a successful LPR program

MOTOROLA SOLUTIONS



An indispensable law enforcement tool, License Plate Recognition (LPR) systems assist agencies with real-time threat detection and mitigation, while helping close all manner of criminal investigations faster.

Why adopt License Plate Recognition?

LPR solutions take photos of vehicles, then use Optical Character Recognition (OCR) algorithms to capture and parse license plate data, along with date, time and GPS coordinates. They can also integrate with other technologies to significantly expand their core functionality. For instance, LPR detections can trigger a real-time alert to improve situational awareness, be searched and analyzed for investigative insight, and be leveraged to automate processes such as traffic enforcement or access control.

Using an LPR solution automates operations to increase officer efficiency and productivity, so officers spend less time on rote activities and more time in the community, keeping residents safe.

With a range of models from multiple vendors incorporating a variety of features, selecting the right solution for your agency can seem challenging. Partnering with an experienced vendor with LPR product expertise and law enforcement know-how will ensure regulatory compliance and program success, especially given the ever-changing laws and regulations governing LPR.

Available LPR deployment options

Fixed

Quick-Deploy

Video-Based

Mobile

In-Car Integrated

App-Based

This guide aims to serve as a starting point in helping you establish a successful LPR program. We've provided detailed descriptions and usage scenarios for each type of available camera system, along with guidance on supporting your system with back-end software.





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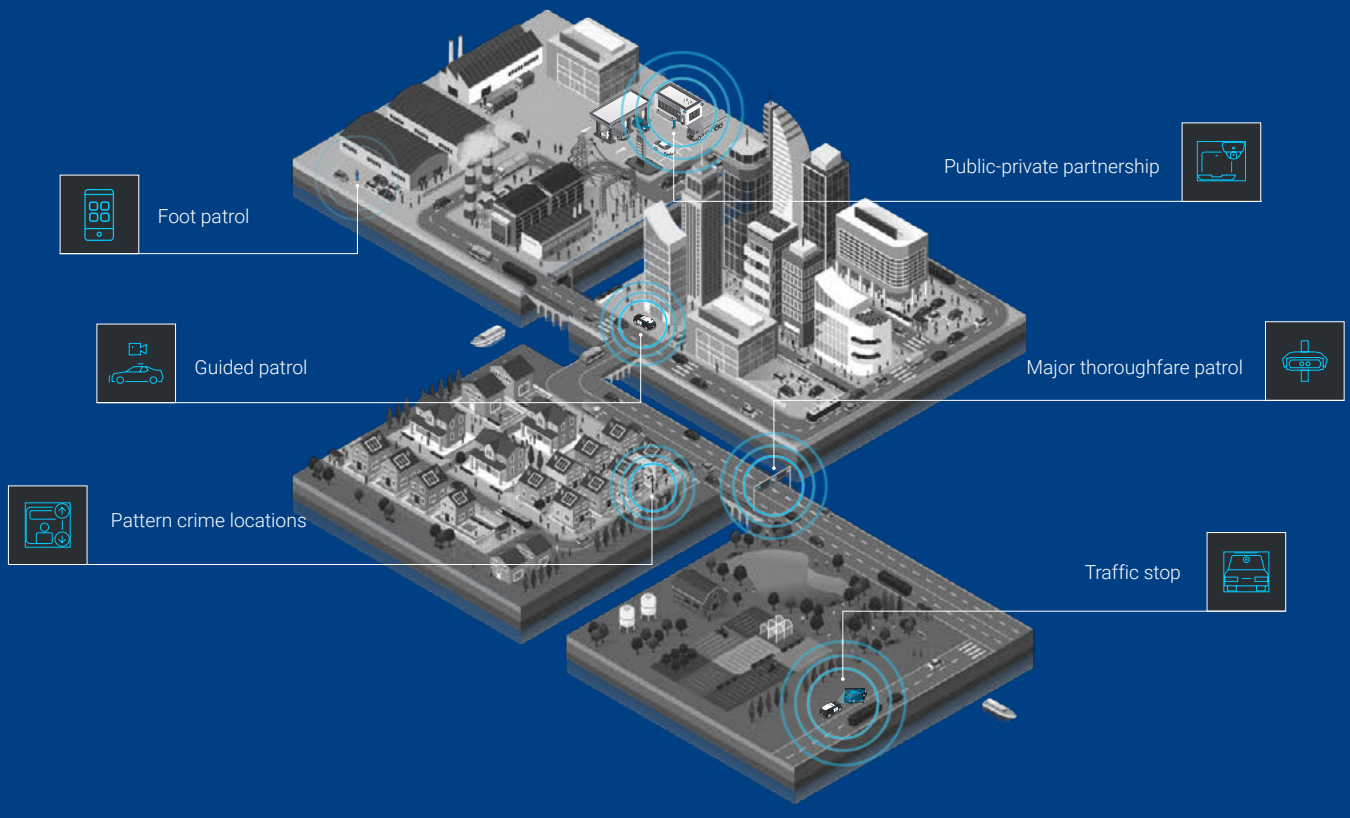
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LPR cameras: System types, deployment scenarios, and purchasing considerations

Different situations require different types of LPR. Depending on your agency and community's needs, your LPR program will likely consist of several types of LPR cameras installed for capturing plates in various scenarios. These cameras should work together to provide you with accurate and actionable data, so that you can go from case to closure more quickly.

In addition to this guide, our LPR-equipped virtual city allows you to see how LPR can work together in a comprehensive video program.



Visit the LPR-equipped city: **namrinfo.motorolasolutions.com/lpr-solutions**

Fixed

Deployment overview

Fixed LPR systems are one of the most adopted types of deployments today. These cameras are permanently installed, typically on poles or other roadway infrastructure, and can provide the most data capture per dollar spent. Fixed cameras are high-performing, continuously scanning in all weather conditions - day or night - as well as reading vehicles moving at high speed.

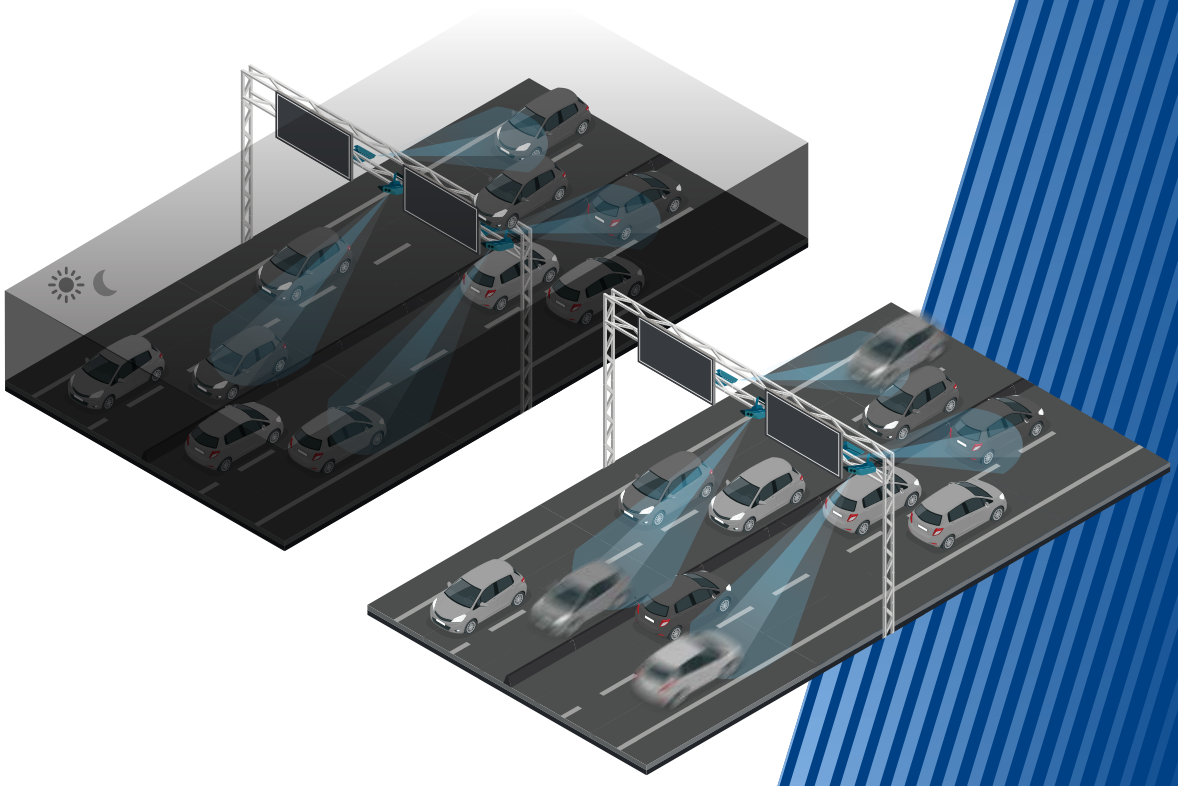
Deployment scenarios

Highways and interstates

Owing to the high traffic volume, high-performance fixed LPR is often in place on highways, interstates and other major thoroughfares. These roads require a high rate of capture, as well as high quality bright and low-light performance in place at all times of the day. With vehicles moving at high speeds, a global shutter sensor will also ensure accurate data capture.

Jurisdiction entry points

While not all entry points will have significant traffic, a reliable plate capture capability will ensure information is captured from vehicles moving at high speed at all times of the day, so you can proactively respond to threats and mitigate incidents.



Key considerations

Capture rate

This determines how many plates the system can successfully detect; a quality camera should be able to continuously scan a high volume of cars in a short timespan.

Read accuracy

This measures the accuracy of a camera's recognition; a high performing system will read in dark environments, as well asread plates on vehicles moving at high speeds.

Lens design

Having a variety of focal lengths to choose from means cameras can be deployed as per the needs of the area. A wide field of view also helps ensure you can scan errant vehicles.

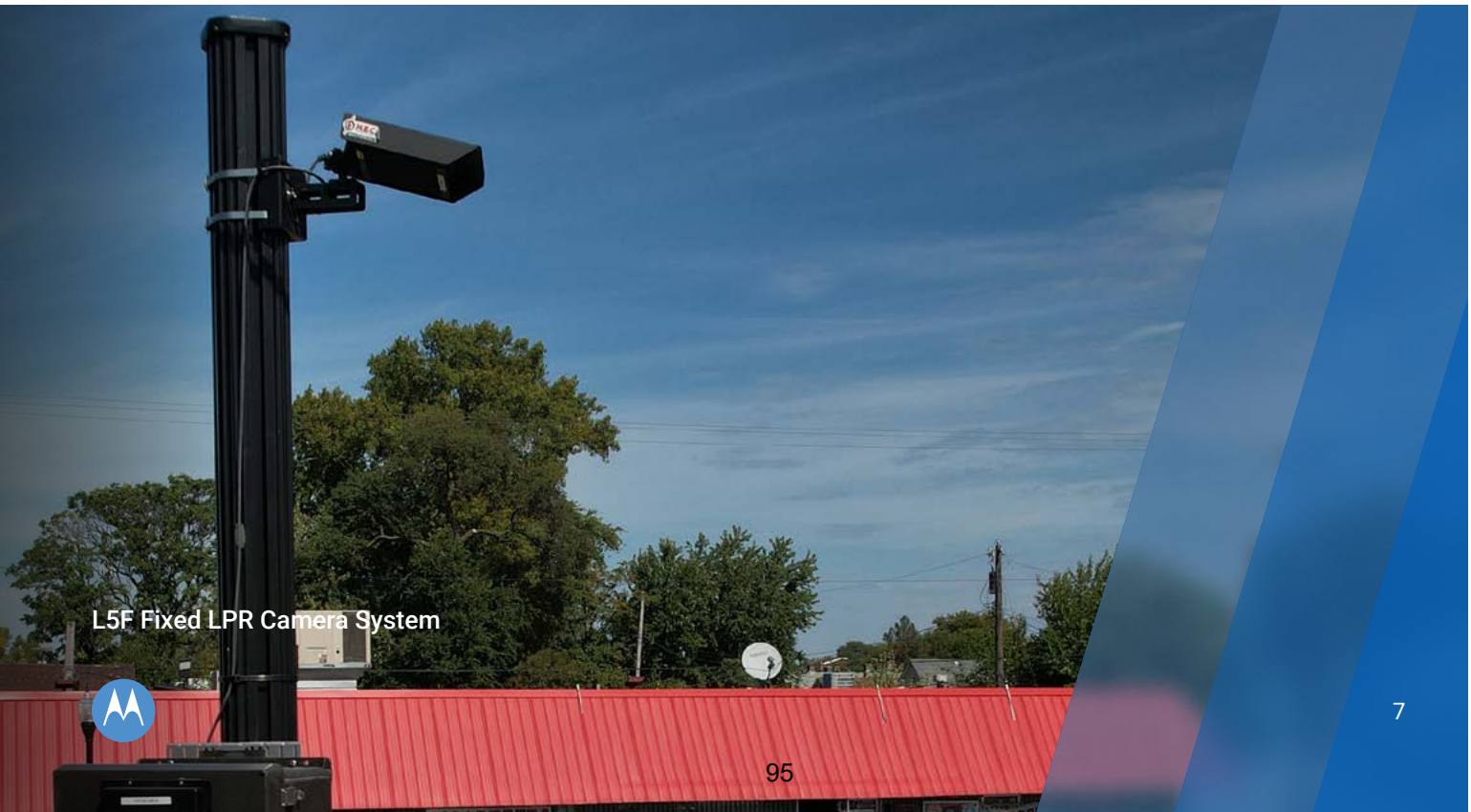
Ruggedness

Ruggedness metrics determine how capable a system is of withstanding wear and tear before being replaced, as well as indicating how well it can perform in inclement weather.

Solution recommendations

- Frame rate should be 60 frames per second (FPS) or greater
- The camera should scan continuously
- There should be no daily capture limits
- Simultaneous color and IR image capture
- Zero degradation at 150 MPH or greater
- Camera should employ a global shutter
- Lenses should span at least 6mm - 25mm
- 20-foot field of view for multi-lane capture
- Camera system should be IP68 or higher
- Should be rated ISO 16750-3 or better
- Operate at temperatures of -40°F to 140°F

Learn more



L5F Fixed LPR Camera System

Quick-deploy

Deployment overview

Quick-deploy LPR cameras are one of the newest LPR technologies on the market. With flexibility and data connectivity, the cameras can be easily moved according to the needs of the area, or they can be installed permanently. Quick-deploy LPRs can include their own stand or be mounted to common infrastructure, making them ideal for low-volume, low-speed vehicle scanning in controlled environments.

Deployment scenarios

Narcotics interdiction

By helping gather more data and evidence, quick-deploy cameras can be instrumental in shortening drug interdiction timelines. As you uncover distribution details and primary players, you can easily expand investigations, utilizing analytics to expose operational patterns - and make arrests more quickly.

Neighborhood complaints

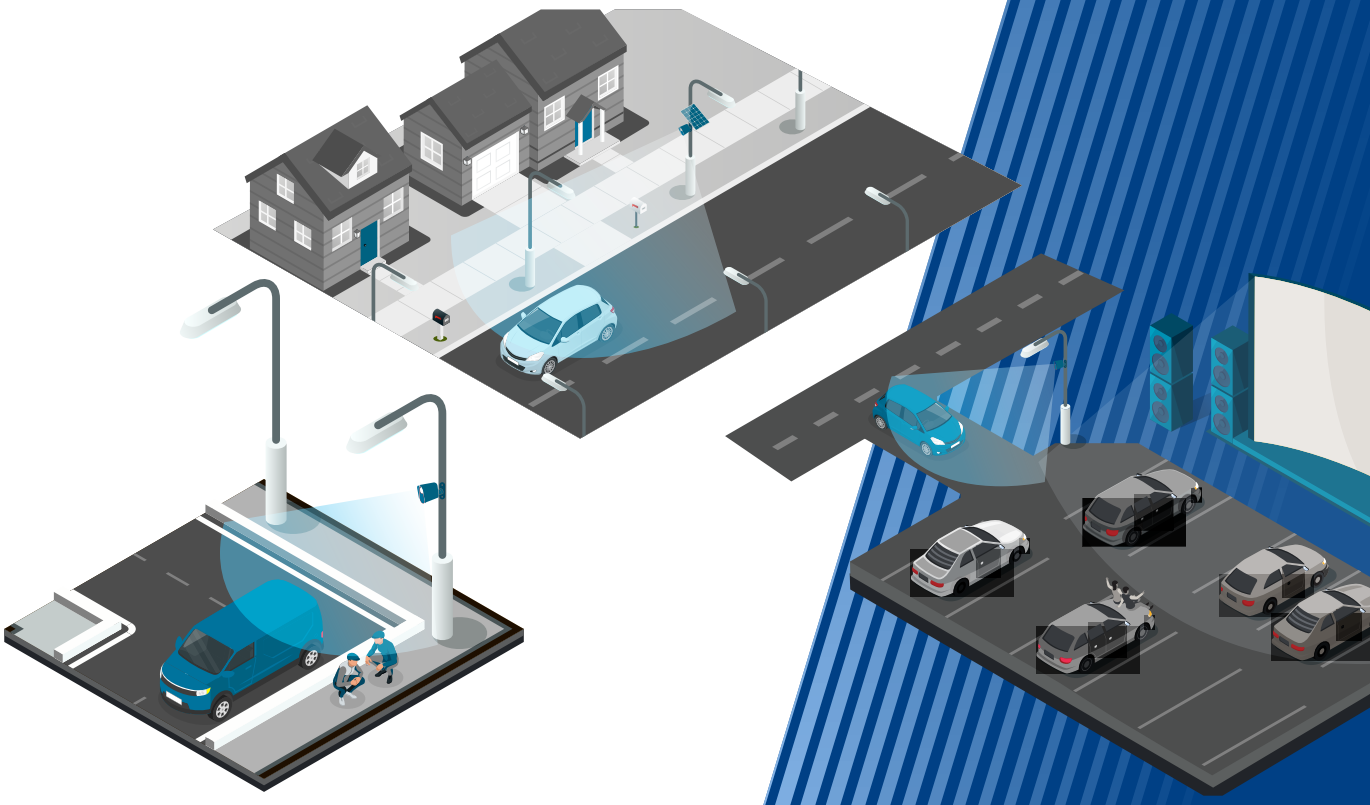
Deployed easily and often covertly, these cameras are perfect for improving the response to community concerns as they can be quickly activated in areas experiencing an uptick in disturbances such as suspicious vehicles or parties.

Pattern crime locations

Upon determining a recurring crime series and MO, quick-deploy cameras can be placed at probable future targets, in order to identify vehicles and people of interest.

Public-private partnerships

Affordable quick-deploy LPR cameras can be owned and operated by businesses who see the value in police partnerships, who then seamlessly share images with your agency.



Key considerations

Time-to-benefit

This measures how long it takes to install and activate a camera, and whether it requires specialized tools or significant technical expertise to do so.

Mounting

Varying mounting options means you can place the camera in convenient locations accordingly.

Pattern crime locations

Upon determining a recurring crime series and MO, quick-deploy cameras can be placed at probable future targets, in order to identify vehicles and people of interest.

Ruggedness

Affordable quick-deploy LPR cameras can be owned and operated by businesses who see the value in police partnerships, who then seamlessly share images with your agency.

Solution recommendations

- Single, self-contained camera unit design
- Hand-holdable size - no bigger than 6 inches
- Quick-connecting Android or iOS setup app
- Pole-mount or equivalent universal straps
- Camera maneuvering via easy-lock ball joint
- Optional security enclosure available
- Solar power with at least 10-watt panel
- AC or DC direct power connection
- Battery power with 100-watt hours or more
- Major cellular carrier support
- Bring-your-own-SIM cellular flexibility
- Wi-Fi connectivity option

Learn more



L6Q Quick-Deploy LPR Camera

Mobile

Deployment overview

A highly adopted system, mobile LPR involves between one and four cameras continuously scanning around the vehicle they're mounted on. Drivers can receive real-time alerts from within the car, typically through a software interface on a mobile computer or tablet device. These cameras are ideal for helping to keep officers safe and aware of threats, as well as guiding patrol efforts based on hot plate hits.

Deployment scenarios

Traffic stops

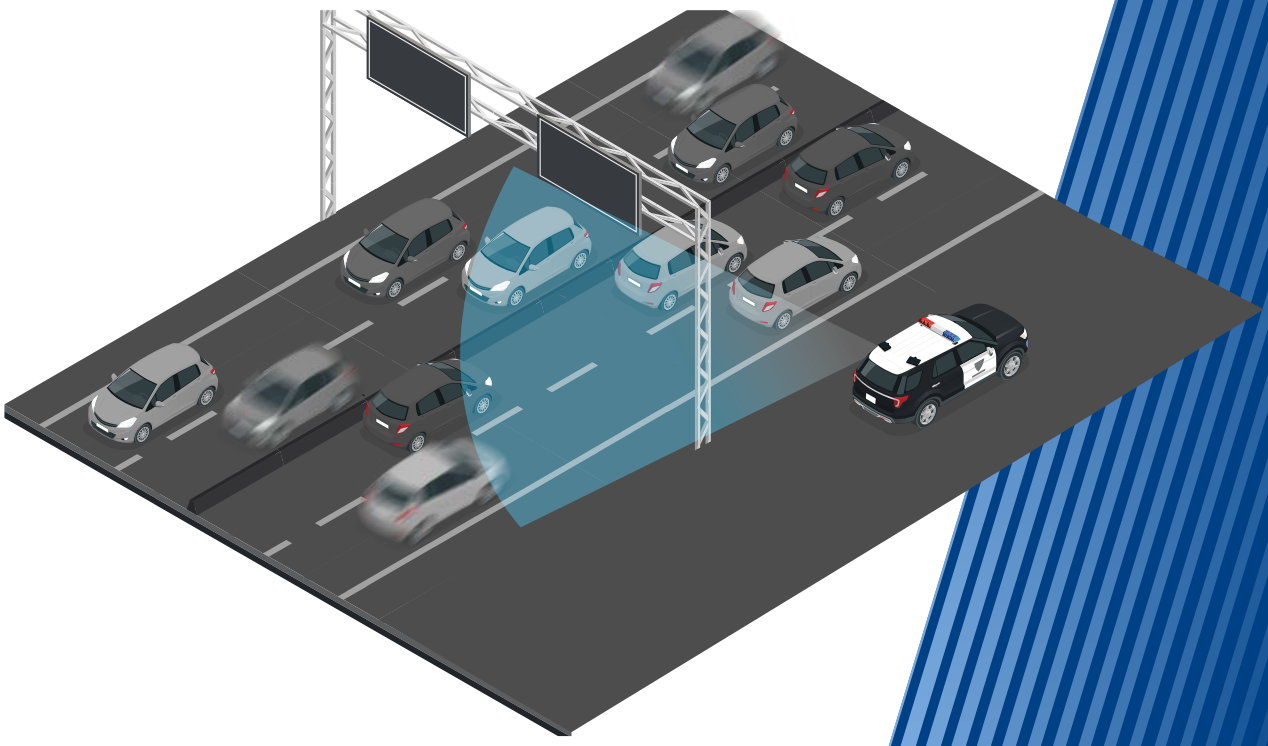
Mobile LPR can be the first line of defense for officers during a traffic stop. With high-performance detection and immediate recognition, officers are alerted to any outstanding wants or warrants associated with a vehicle they've pulled over, allowing them to manage the incident appropriately.

Guided patrol

Turn passive patrolling into active law enforcement with mobile LPR. High-volume scanning and accurate detection of hot listed vehicles can provide officers with automated direction on BOLOs and vehicles with warrants, bringing more criminals to justice, more efficiently.

Investigations

While at the scene of a crime, canvassing nearby vehicles is essential in helping to locate potential witnesses who can help solve a case. Mobile LPR speeds up this process, eliminating manual, time-consuming processes.



Key considerations

Capture rate

This determines how many plates the system can successfully detect, a quality camera should be able to continuously scan a high volume of cars in a short timespan.

Read accuracy

This measures how accurate a camera's recognition is - a high performing system will read in dark environments, as well as reading plates on vehicles moving at high speeds.

Lens design

Having a variety of focal lengths to choose from means cameras can be deployed as per the needs of the area. A wide field of view also helps ensure you can scan errant vehicles.

Ruggedness

Ruggedness metrics determine how capable a system is of withstanding wear and tear before being replaced, and indicates how well it can preform in inclement weather.

In-car software

This should be easy to use and adopt for drivers, it should run without distraction in the background, and be consistent with other software officers are using.

Solution recommendations

- Frame rate should be 60 FPS or greater
- The camera should scan continuously
- There should be no daily capture limits
- Simultaneous color and IR image capture
- Zero degradation at 150 MPH or greater
- Camera should employ a global shutter
- Lenses should at least span 6mm - 25mm
- 20-foot field of view for multi-lane capture
- Camera system should be IP68 or higher
- Should be rated ISO 16750-3 or better
- Operate at temperatures of -40°F to 140°F
- Audio and visual alert configurability
- Local and network-wide searching
- Light and dark modes interface options
- Option to run in the background

Learn more



L5M Mobile LPR Camera System

In-car integrated

Deployment overview

In-car integrated LPR enhances officer safety by enabling the detection and recognition of license plates on vehicles in close proximity to, and in the front of the patrol vehicle. However, as the camera is located inside the car and it doesn't leverage a dedicated system designed for this purpose, integrated LPR has some shortcomings, including difficulties detecting in low-light and detecting vehicles moving at high speeds.

Deployment scenarios

Traffic stops

In-car integrated LPR is an effective tool for officers during a traffic stop. With highly capable detection and recognition, officers are alerted to any outstanding wants or warrants associated with the vehicle they have pulled over, so they can approach it appropriately.

Key considerations

Capture rate

This determines how many plates the system can successfully detect, a quality camera should be able to continuously scan a high volume of cars in a short timespan.

Driver safety

The LPR capability on an in-car system should be intuitive enough that officers can enable scanning without taking any actions.

In-car software

This should be easy to use and adopt for drivers, it should run without distraction in the background, and be consistent with other software officers are using.

Solution recommendations

- There should be a panoramic field of view
- The camera should scan continuously
- There should be no daily capture limits
- Should not require repositioning for LPR
- Critical sightlines should be unobstructed
- Blind spots should not be created
- Audio and visual alert configurability
- Local and network-wide searching
- Light and dark mode interface options
- Option to run in the background



Learn more

Video-based

Deployment overview

Video-based LPR uses existing camera feeds and runs the LPR algorithm over the top of the video to detect and recognize plates, so it can be deployed using your existing system for a cost-effective, easily integrated option.

Deployment scenarios

Facilities security

Video-based LPR is an excellent option for areas that you're already actively monitoring with video surveillance, such as police stations, a dispatch center or other city-owned buildings for which your agency is responsible for securing and protecting.

School security

With an emphasis on protecting students and teachers at an all-time high, relationships are strengthening between schools and law enforcement, Video-based LPR can detect and respond to banned vehicles on premises.

Public-private partnerships

Many businesses have existing video systems in place and wish to partner with police. Video-based LPR allows images to be seamlessly shared with your agency - without an extensive upgrade.

Key considerations

Camera requirements

Determine whether expensive, top-of-the-line cameras are required, or if they can work with most modern cameras with modest specs.

Deployment options

To ensure you fit within budget requirements, determine how the video-based LPR solution is deployed.

Solution recommendations

- Resolution requirement no more that 720p
- Frame rate requirement no more than 15 FPS
- Centralized or distributed architectures
- Optional Video Management System (VMS) deployment requirement
- Zero limits on number of cameras
- Real Time Streaming Protocol (RTSP) or Open Network Video Interface Forum (ONVIF)-compliant output



Learn more

App-based

Deployment overview

App-based LPR is convenient for license plate and vehicle data capture when a deployed camera doesn't have a clear line of sight to a plate. This type of LPR can also capture hot hit alerts, keeping officers informed even when they're away from their vehicle.

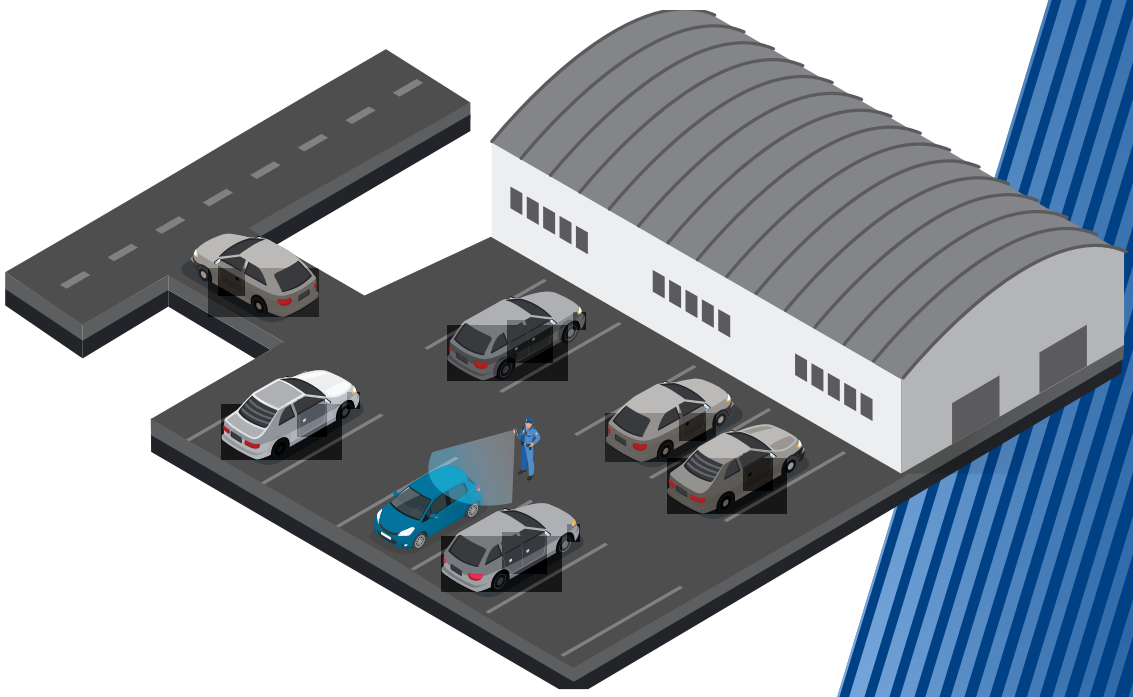
Deployment scenarios

Investigations

While on scene, canvassing nearby vehicles is essential in helping to locate potential witnesses. App-based LPR can aid in recording plate information and eliminate a hand-written, error-prone process; officers can simply walk or drive by and take a picture or video.

Foot patrol

For officers on foot, app-based LPR is an essential tool for license plate and vehicle data capture. Using their mobile device, they can easily take a picture of a suspicious vehicle or use it during a field interview to document details of the interaction.



Key considerations

Operating system

The ability to run an application on devices officers already rely on aids accessibility. It provides a familiar user experience, simplified management and overall efficiency of use.

Plate capture

A variety of data collection options, including scanning plates through streaming video or from a single image capture or upload, ensures officers productivity.

Hit alerting

Beyond just capturing data, determine how your LPR app can ensure officers are informed of vehicles of interest so they can take appropriate action and stay safe.

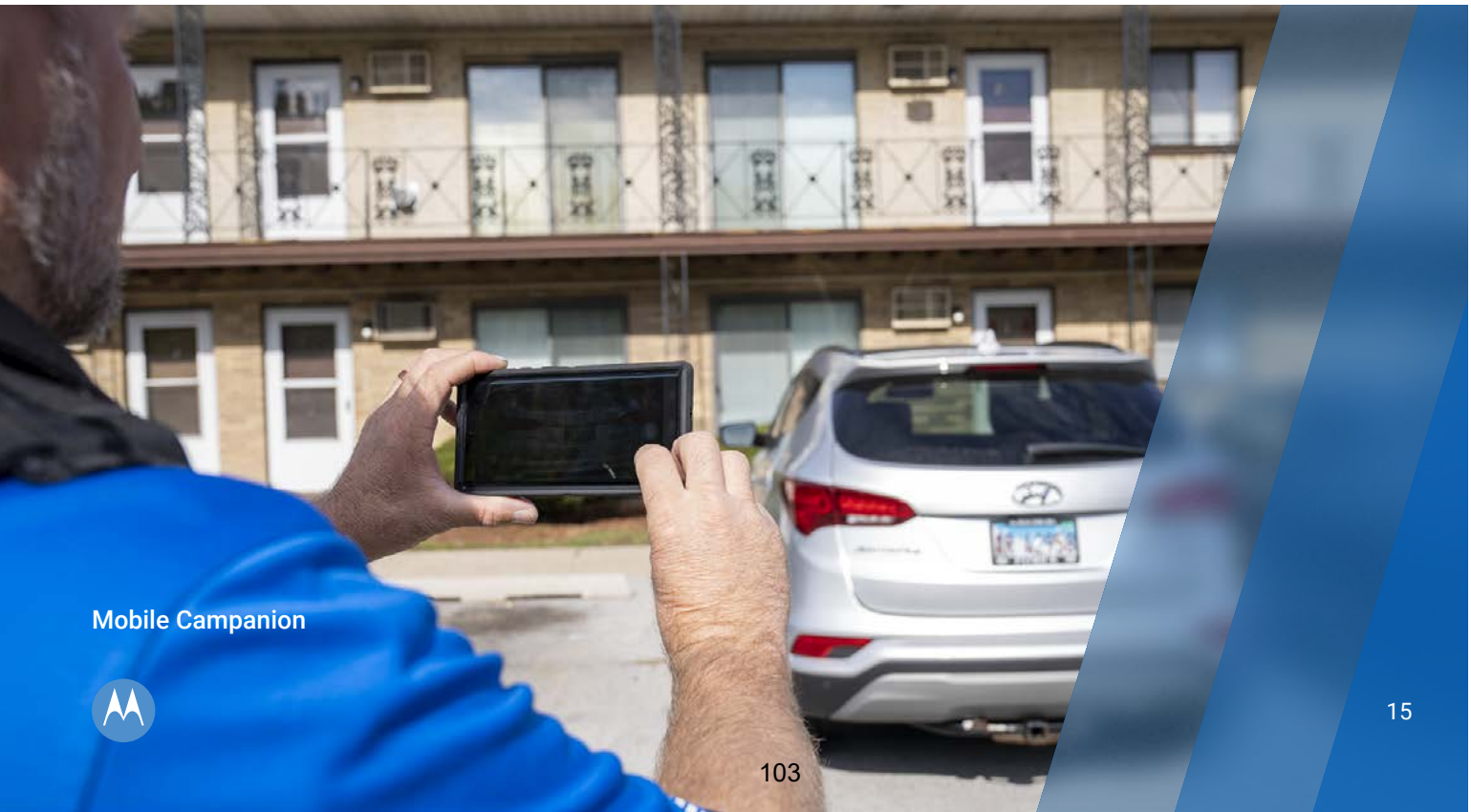
Data security

Ensuring data is stored securely avoids questions around validity. Determine how it's stored, if it's accessible through other apps on the device, and how users are authorized.

Solution recommendations

- Available on Android or iOS
- Download from Google Play or Apple App Store
- Capture single license plate images
- Multi-plate capture via video
- Upload images from phone gallery
- Push notification alerting
- Data erased from device after closing app
- Segmented, isolated data storage
- User login with optional PIN method

Learn more



Mobile Campanion

License Plate Recognition software: Search, analysis, alerting, data management, security and support

Searching and analytics

When it comes to LPR data, its most basic investigative use is determining where a vehicle of interest has previously been seen. This is easy when you have a full license plate to go off of, but what really makes an LPR system valuable is its ability to also accommodate partial and wildcard searches in instances where a witness only caught a couple of characters of the plate.

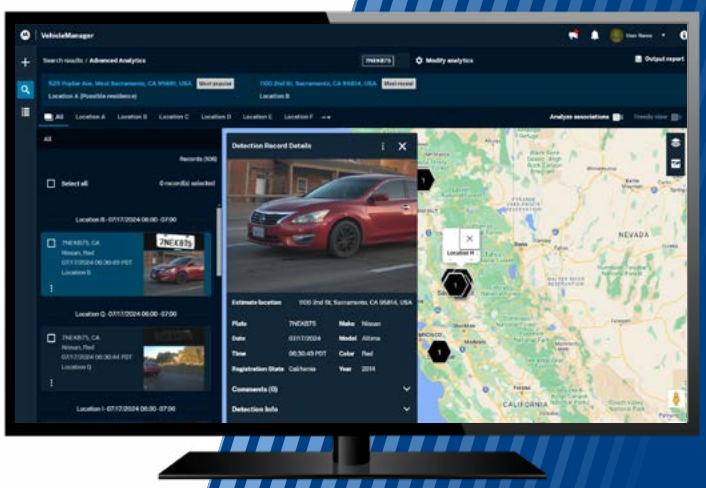
But what happens when you have no characters at all? Maybe a victim only knows the make and model of a perpetrator's car, or even just that a vehicle was present. This is where a location-based search capability is helpful. It allows you to set a timeframe and proximity to a location, as well as year, make and model parameters to generate.

In addition to providing sophisticated search options, look for a system that does more with your data and helps you to capture more leads. Some of the most advanced analytic features that provide the most value to agencies include associate analysis, convoy analysis and locate analysis. Associate and convoy analysis enable you to identify vehicles connected to your identified vehicle of interest. This can help you get a better understanding of criminal networks perpetrating anything from trafficking and smuggling to burglaries and thefts. Locate analysis delivers additional insight on vehicles of interest by determining the most probable location of the vehicle. This feature is effective in quickly finding a vehicle of interest involved in a violent crime, a missing person or an abduction.

Key functionality to consider

- Full, partial & wildcard plate search
- Single and multi-location-based search
- Year, make, model & color search filtering
- Associate & convoy vehicle analysis
- Vehicle locate analysis & prediction

VehicleManager



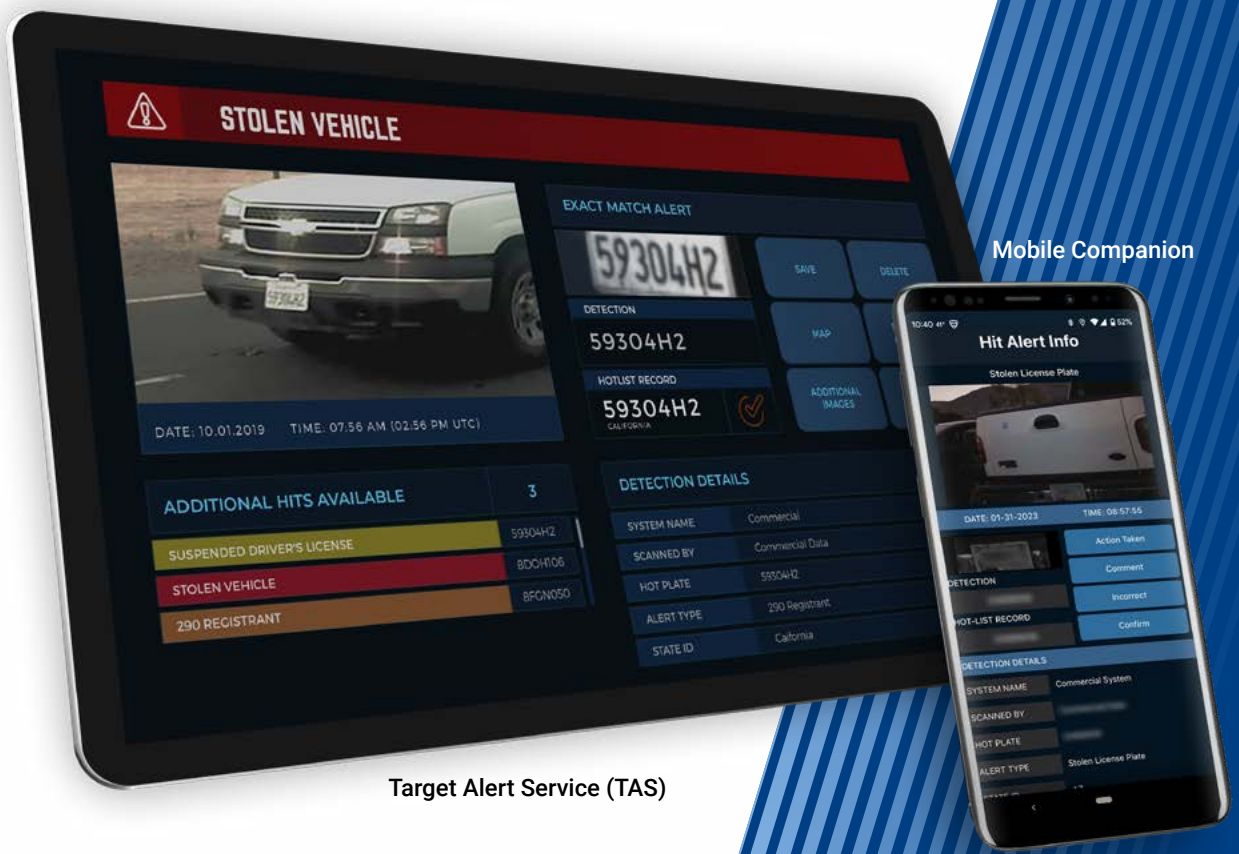
Hot Lists and Alerting

Another often-used LPR capability is creating hot lists and configuring alerts for sightings of vehicles of interest. When evaluating a solution, first consider whether the hot list and white list creation, as well as access, should be permission-based. It makes everyone's job more convenient to not only have agency-wide lists but to enable users to create their own lists for specific cases they're working on. Additionally, outside of your agency, it's important to be able to have access to other agency, state and national lists to facilitate better collaboration.

Once you have created, shared and subscribed to hot lists, determine how you'll receive essential alerts. Most solutions should facilitate email and text message-based alerts for individual users and groups, based on the hot lists they have access to. Additional notification channels to consider include mobile application-based alerts which facilitate push notifications on any Android or iOS device, as well as a dedicated alerting client that can run at a workbase such as dispatcher's workstation. Lastly, the ability to directly integrate alerts into other systems, such as call handling, computer-aided dispatch systems or a real-time crime center solution are also highly beneficial.

Key functionality to consider

- User, group or agency hot list creation
- Simple hot list sharing and subscriptions
- Email and text message-based alerting
- Mobile application/push notifications
- Easy-to-use dedicated alerting client
- System-integrated alerting capabilities



Target Alert Service (TAS)

Data Management

As all law enforcers will be aware, investigations aren't cleanly completed in a matter of days. It takes months to build a case, gather evidence, follow up on leads, identify suspects and make arrests, not to mention make prosecutions. As a result, having full control of your data retention and ownership is paramount. A system that allows you to set your own data retention policy, rather than an arbitrary one dictated by a vendor, means you can preserve data as long as is required to close a case - as well as meet your specific state and local requirements for data retention. You should be the owner of your data, not the vendor, so should you leave and wish to take your data with you, you can.

Similarly, data sharing is another important element of an LPR program. As we know, criminals don't abide by jurisdictional boundaries, especially when they are on the run. Agency-controlled data sharing between both neighboring and nationwide agencies can help you generate stronger leads and capture more criminals. Additionally, data-sharing with businesses and community groups leveraging LPR is effective in fostering strong community relationships and partnerships, co-creating better public safety together. In such partnerships, setting a clear understanding and expectation for policy and process is critical; consider the ease with which you can create a Memorandum Of Understanding (MOU) between yourself and those you're sharing data with.

Key functionality to consider

- Agency-defined data retention policy
- Complete agency data ownership
- Preservation function for critical data
- Agency-to-agency data sharing
- Enterprise-to-agency data sharing
- Built-in MOU templates

Privacy and security

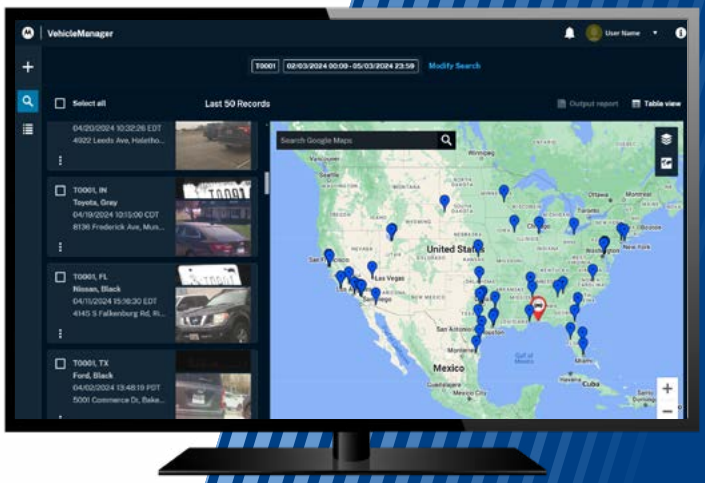
Your system of choice must be compliant with the Criminal Justice Information Services (CJIS) Security Policy, which provides the most comprehensive framework, informed by the National Institute of Standards and Technology (NIST) and the FBI. This will ensure that your data is protected by dictating parameters for physical security, redundancy, access control, audit functionality, encryption of data at-rest and in-transit, and compliance regulation.

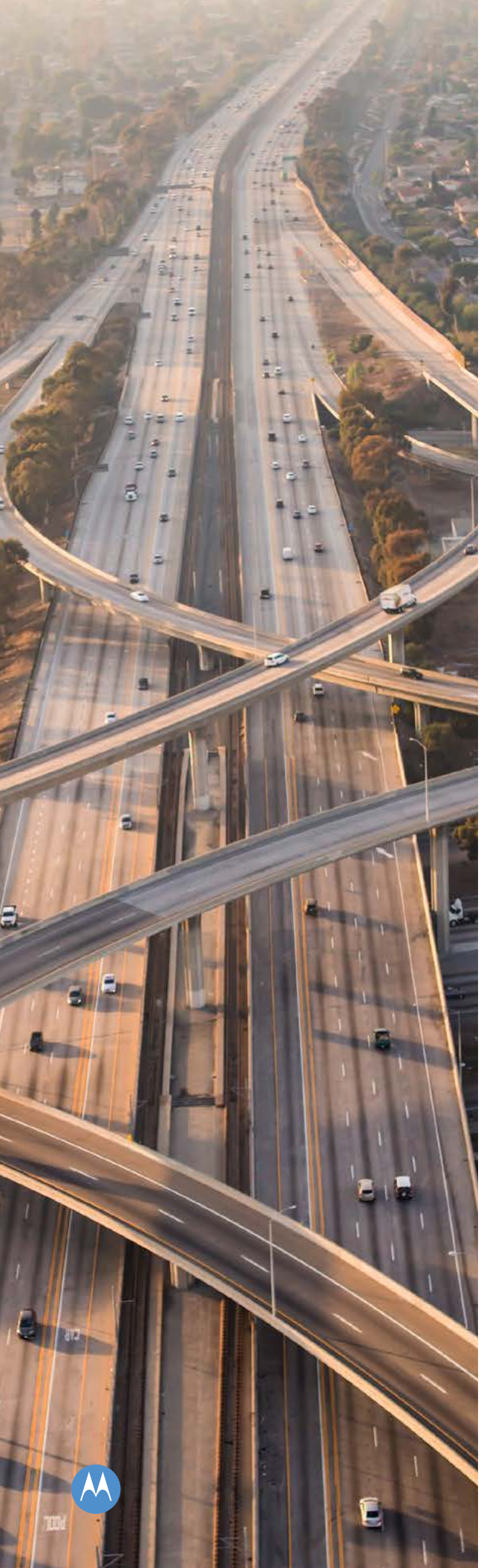
Justification fields for use of certain features are also useful - they provide a record of why a user is employing the solution.This can address privacy concerns and boost community buy-in around your use of LPR technology.

Key functionality to consider

- Agency-defined data retention policy
- Complete agency data ownership
- Preservation function for critical data
- Agency-to-agency data sharing
- Enterprise-to-agency data sharing
- Built-in MOU templates

VehicleManager





Policy, training and support

As well as quality product features and reliable functionality, sustaining a successful LPR program depends on proper policy creation, user training, vendor support and the easy access and integration of new innovations. A trusted vendor can be relied on to support these elements, in addition to technology development and ownership. In order to effectively support your LPR camera systems, as well as continuously push enhancements and innovations to your software, choose a vendor who's also responsible for the design and build of the technologies they sell you, including the software, algorithms and cameras - not a third party. Employing a third party can mean support is fragmented and meaningful innovation is stifled because customer feedback is unlikely to reach the actual developer of your LPR products.

Key services and functionality to consider

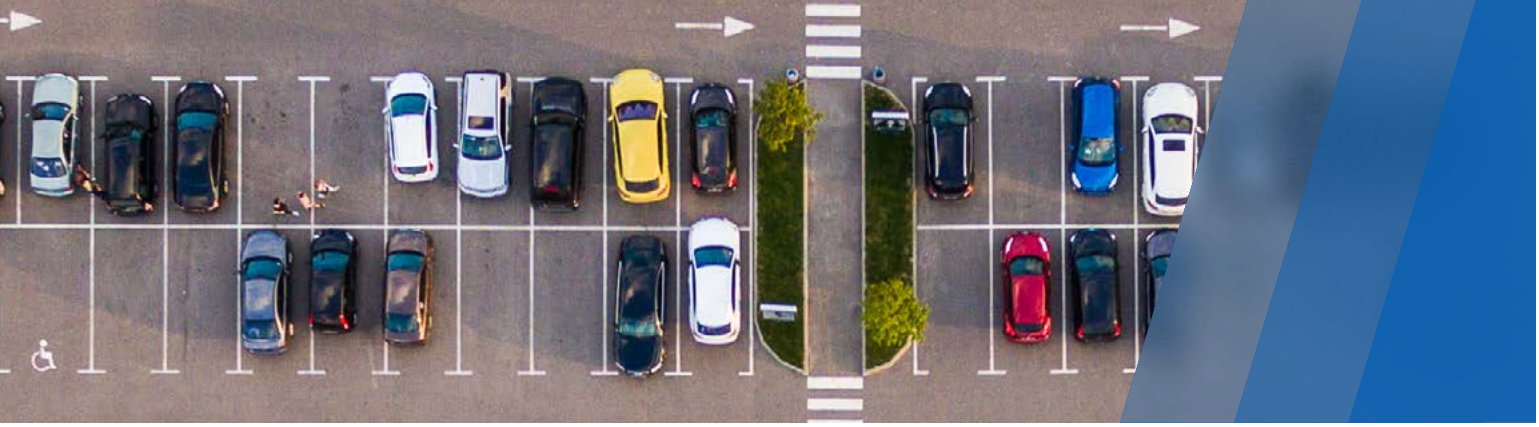
- Help with policy and process creation
- Free user and administrator training
- Direct 24/7 technical support
- In-house developed technology
- Free, automatic system updates

Procurement options

Upon determining the right solution for your agency, the final step is purchasing. A suitable vendor will be able to offer varying procurement needs, ranging from an upfront purchase, a subscription 'as-a-service' model, and financing options. Subscription pricing models can provide benefits like predictability of spend and automatic equipment upgrades, as well as including additional services such as warranty or advanced support. Before you commit to a subscription, ensure you're made aware of the required contract length.

Key procurement options to consider

- Outright, upfront purchase
- Subscription 'as-a-service'
- Required contract length



Selecting today's LPR systems: One size does not fit all

Each type of LPR solution comes with its own questions and considerations based on projected use cases and overall program goals. An experienced vendor with law enforcement industry expertise will be able to match your specific needs to the right system, while ensuring your agency complies with rapidly evolving LPR regulations.

For over 90 years, Motorola Solutions has revolutionized law enforcement technology - creating innovative, mission-critical communications and security solutions that help agencies create safer communities. We hope the knowledge you've gained from this guide will instill confidence in your ability to acquire the best LPR system for your agency's unique needs, and with it, help your community thrive.

For more information on our LPR systems, visit:
motorolasolutions.com/lpr

Get help with grants

Looking to make new LPR systems more attainable for your department? Motorola Solutions has partnered with the grant experts at PoliceGrantsHelp to offer you FREE customized help obtaining grants for LPR and other video systems for law enforcement. This includes grant research, grant alert notices and grant application reviews.

Whether you're just starting your project or need to add the final touches to an application, consultants can provide the grant resources you need to acquire LPR systems.

Start your grant search:
policegrantshelp.com/motorola-solutions-lpr-grant-assistance/

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ESTIMATE

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+1 (513) 654-1001
www.ProlineTechnology.net

Bill to
Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251

Ship to
Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251

Estimate details
Estimate no.: 2205
Estimate date: 02/05/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**CB62-512TE-HW**	Verkada CB62-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	22	$1,424.25	$31,333.50
2.	**GC31-E-HW**	Verkada GC31 Cellular Gateway, Outdoor	20	$974.25	$19,485.00
3.	**Verkada 1 Year**	Verkada 1 Year License Agreement	22	$159.20	$3,502.40
4.	**LIC-GC-1Y**	Verkada 1-Year Cellular Gateway License, Includes Unlimited Data for Verkada Non-Video Devices	20	$224.25	$4,485.00
5.	**Tycon Solar Power System**	Tycon 12 Volt 340 Watt Solar Power Kit	20	$4,175.00	$83,500.00
6.	**INST-Labor**	Install - Camera Mounting, Pointing, Tuning, Configuration, and Training	44	$139.00	$6,116.00
7.	**Lift Rental**	Bucket Truck Lift	1	$895.00	$895.00
8.	**CAT6-200-EXT**	CAT6 Exterior Cable Installation with Terminations, Labeling and Testing	22	$175.00	$3,850.00
9.	**Light Pole**	13' Light Pole Hardware	20	$495.00	$9,900.00

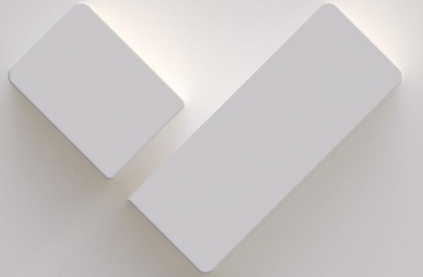
Total **$163,066.90**

Accepted date

Accepted by

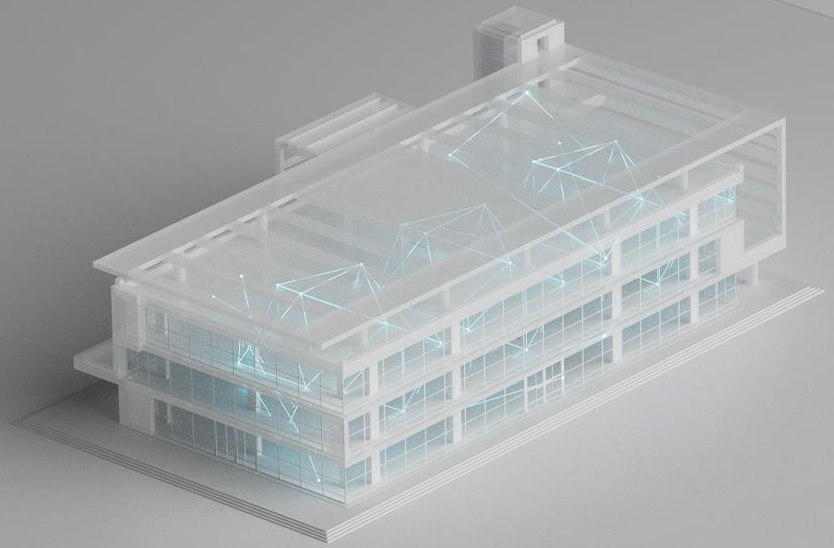
Colerain Township

Verkada & Proline Technology Proposal



COLERAIN
TOWNSHIP ~ OHIO

Verkada (2022), Confidential



Agenda

Verkada Recap

Overview of Products

Total Cost of Ownership

Resources



Allan Esqueda

Account Executive

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Teo Kyrazis

Regional Sales Manager

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Duncan Wilgress-Pipe

Solutions Engineer

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Rick Brunsman

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Trusted by 150+ Ohio Schools & Districts

Bellbrook-Sugarcreek Local School District

Canal Winchester Local School District

London City Schools

Miami Trace Local Schools

Oakwood City School District

Ross Local School District

Milton-Union Exempted Village School District

Middletown Christian School

Great Oaks Career Campuses

New Miami Local School District

Cedar Cliff Local Schools

Preble Shawnee Local Schools

Whitehall City Schools

Wooster City Schools

Eaton City Schools

Benedictine High School

Townsend Community School

Cleveland Heights-University Heights City School District

Cleveland Central Catholic High School

Albert Einstein Academy

Centerburg Schools

Johnstown-Monroe School District

Fredericktown Local Schools

Gahanna-Jefferson Public Schools

Mount Gilead School District

Danville Local Schools

Norwalk Catholic School

West Muskingum Local Schools

East Guernsey Local School District

Newcomerstown Schools

Parkway Schools

Our Lady of Angels Catholic School

Bethel Christian Academy

Solon City Schools

Delphos City Schools

Focus Learning Academy

Mississinawa Valley Schools

Ansonia Local Schools

Youngstown City School District

Painesville City Local Schools

Madison Local Schools

Streetsboro City School District

Tuscarawas Valley Local Schools

Southeast Local Schools

Frontier Local School District

Brookfield Local SChool District

Windham Exempted Village Schools

Youngstown Community School

Stryker Local Schools

Patrick Henry Local Schools

Celina City School District

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Trusted by 70+ Ohio Municipalities

Village of St. Bernard	City of Wilmington	Village of Woodlawn
City of Orrville	City of Sharonville	Miami County
Village of Carey	Wayne County	City Fostoria
City of Springdale	City of Montgomery	City of Macedonia
Miami Township	Village of Lithopolis	City of Belpre
City of Wooster	Warren County	City of Doylestown
City of Portsmouth	City of Fairview Park	City of Alliance

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Overview of Products



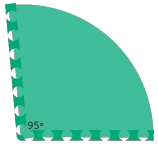




Bullet Series

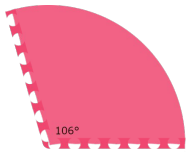
Built to withstand the toughest environments, the Bullet Series features a sealed aluminium housing ensuring cameras stay protected.





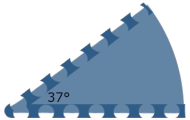
CB52-E/ CB52-E-F

- 5MP
- Zoom Lens
- 30, 60, 90, 365 Days Retention
- 46°-121° FOV (Diagonal), 46°-107° after LDC
- 39° – 113° FOV (Horizontal), 38°-95° after LDC



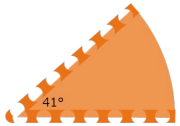
CB62-E/ CB62-E-F

- 8MP (4K)
- Zoom Lens
- 30, 60, 90 Days Retention
- 46°-123° FOV (Diagonal), 46°-108° after LDC
- 42°-120° FOV (Horizontal), 40°-104° after LDC



CB52-TE/ CB52-TE-F

- 5MP
- Zoom Lens
- 30, 60, 90, 365 Days Retention
- 20°-43° FOV (Diagonal), 20°-41° after LDC
- 16°-35° FOV (Horizontal), 16°-33° after LDC



CB62-TE/ CB62-TE-F

- 8MP (4K)
- Zoom Lens
- 30, 60, 90 Days Retention
- 24°-44° FOV (Diagonal), 24°-42° after LDC
- 22°-41° FOV (Horizontal), 22°-39° after LDC

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Connectivity

Our Cellular Gateways provides customers with a plug-and-play solution for remote deployments. It eliminates the need to piece together components from different providers and extends the seamless Verkada experience down to customers' networking equipment.





GC31-E

- LTE cellular + CAT 12 connectivity
- 54V DC Barrel Jack , PoE++ 90W, and Terminal block input
- 2x PoE outputs, 60W total
- IP66 rated and weatherized for -40°C to 50° C



GC31

- LTE cellular + CAT 12 connectivity
- 54V DC Barrel Jack input
- 2x PoE outputs, 60W total
- Can support in -10°C to 50°C

Verkada (2022), Confidential









Deployment Overview







Proline Technology Quote

ESTIMATE

Proline Technology
6507 Harrison Ave. Suite A
Cincinnati, OH 45247

Rick@prolinetechnology.net
+1 (513) 654-1001
www.ProlineTechnology.net

Bill to
Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251

Ship to
Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251

Estimate details
Estimate no.: 2205
Estimate date: 02/05/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**CB62-512TE-HW**	Verkada CB62-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	22	$1,424.25	$31,333.50
2.	**GC31-E-HW**	Verkada GC31 Cellular Gateway, Outdoor	20	$974.25	$19,485.00
3.	**Verkada 1 Year**	Verkada 1 Year License Agreement	22	$159.20	$3,502.40
4.	**LIC-GC-1Y**	Verkada 1-Year Cellular Gateway License, Includes Unlimited Data for Verkada Non-Video Devices	20	$224.25	$4,485.00
5.	**Tycon Solar Power System**	Tycon 12 Volt 340 Watt Solar Power Kit	20	$4,175.00	$83,500.00
6.	**INST-Labor**	Install - Camera Mounting, Pointing, Tuning, Configuration, and Training	44	$139.00	$6,116.00
7.	**Lift Rental**	Bucket Truck Lift	1	$895.00	$895.00
8.	**CAT6-200-EXT**	CAT6 Exterior Cable Installation with Terminations, Labeling and Testing	22	$175.00	$3,850.00
9.	**Light Pole**	13' Light Pole Hardware	20	$495.00	$9,900.00
		Total			**$163,066.90**

Verkada (2021), Confidential









Total Cost of Ownership







Controlled Total Cost of Ownership

Transparent pricing, 10-year
warranty and best in class support

License Overview

- No hidden costs - predictable renewal costs
- 10-year warranty on all hardware; next day RMAs
- Best-in-class technical support
- No ongoing maintenance costs
- Automatic, free-of-cost firmware updates
- Unlimited users

How Pricing Works



Hardware
(Up to 365 Days of Local Storage)

+



License
1,3,5, 10–Year License

Your Total Cost

Verkada (2021), Confidential

Total Costs Per Year

Note: These are budgetary numbers on a 1-yr license

Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Hardware	$50,818.50	$0	$0	$0	$0	$0	$0	$0	$0	$0
Software	$7,987.40	$7,987.40	$7,987.40	$7,987.40	$7,987.40	$7,987.40	$7,987.40	$7,987.40	$7,987.40	$7,987.40
Installation	$104,261.00	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Cost	**$163,066.90**	**$7,987.40**	**$7,987.40**	**$7,987.40**	**$7,987.40**	**$7,987.40**	**$7,987.40**	**$7,987.40**	**$7,987.40**	**$7,987.40**

Verkada (2021), Confidential

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 2326 Lincoln Ave.

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

2326 Lincoln Ave. Cincinnati, OH 45231

1. (OH) GPB6419, 2006, Blue, Ford, Taurus

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 2326 Lincoln Ave. Cincinnati, OH 45231– Parcel ID 510-0031-0521-00 AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **2326 Lincoln Ave. Cincinnati, OH 45231– Parcel ID 510-0031-0521-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **2326 Lincoln Ave. Cincinnati, OH 45231– Parcel ID 510-0031-0521-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OH) GPB6419, 2006, Blue, Ford, Taurus**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:

a. A general description of the vehicle to be removed;

b. A statement the Board has determined that the vehicle is a junk motor vehicle.

c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.

d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.

e. A copy of this resolution.

4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.

5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.

6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger_____ and Mr. Wahlert _____

ADOPTED this _____day of _____, 202_.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

_____
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Issue Noise Resolution Permit to Club Trio Lounge

Recommend ADOPTION of the Motion.

Rationale:

This is the first request for a permit in 2025 for this business. The request for this permit is from May 1, 2025 through October 31, 2025, and to include March 15th and March 17th.

COLERAIN
TOWNSHIP ~ OHIO

PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Application for Noise Resolution Permit

MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT SCHEDULED BOARD MEETING

Name of applicant: Club TRIO Lounge
Scott Doran

Address where event will be held: 5744 SPRINGDALE RD
Cincinnati OH 45247

Type of event: outdoor music

Date and Time of Event:
3/15, 3/17 May 1st - Oct 31st 2025

Contact number for permit holder:
513 602 6986

Permit applicants must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential ____ Business____

To be placed on Trustee agenda for meeting: / / / (date of meeting)
Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Cathy Ulrich	Trustee Dan Unger	Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Issue Noise Resolution Permit to Precision Site Development, LLC.

Recommend ADOPTION of the Motion.

Rationale:

This is the first request for a permit in 2025 for this business. This request is for water service work within Colerain Avenue and Roundtop Road right-of-way. This work is required to establish water service to the Jeff Wyler Kia development at 9189 Colerain Avenue. The dates for the work are yet to be set but expected to take place during March and could take upwards of five days for completion.

COLERAIN
TOWNSHIP ~ OHIO

PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Application for Noise Resolution Permit

MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT SCHEDULED BOARD MEETING

Name of applicant: PRECISION SITE DEVELOPMENT, LLC.
PO BOX 43248
CINCINNATI, OHIO 45243

Address where event will be held: 9189 Colerain Ave. Cincinnati, Ohio 45251

Type of event: WATER SERVICE WORK WITHIN COLERAIN AVENUE AND ROUNDTOP RIGHT-OF-WAYS REQUIRED TO ESTABLISH WATER SERVICE TO JEFF WYLER KIA DEVELOPMENT AT ABOVE ADDRESS. WORK IS REQUIRED BY PERMITTING JURISDICTIONS TO BE OVERNIGHT WORK.

Date and Time of Event: TO BE DETERMINED BASED UPON GCWW INSPECTOR AVAILABILITY; ANTICIPATING BEING ABLE TO COMPLETE THIS WORK SOMETIME IN MARCH. THIS WORK MAY TAKE UP TO 5 NIGHTS.

Contact number for permit holder: COLIN HEIDEL; PROJECT MANAGER
PRECISION SITE DEVELOPMENT, LLC
513-739-2475 (MOBILE) / 513-620-7357 (OFFICE)

Permit applicants must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential _____ Business_____

To be placed on Trustee agenda for meeting: / / / (date of meeting)
Permit approved by majority vote of Colerain Township Board of Trustees.

_____ _____ _____
Trustee Cathy Ulrich Trustee Dan Unger Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion Authorizing Township Administrator to Execute Contract with Vogelpohl Fire Equipment for Purchase of Fire Engine for $982,230.00

Recommend ADOPTION of the Motion.

Rationale:

An additional 2002 E-One Typhoon fire truck—one of three still in frontline service—is due for replacement as maintenance costs continue to rise, safety concerns increase, and operational reliability declines. The department has already placed an order to replace one of these aging units, with delivery expected in early 2026. However, delaying the replacement of another 2002 Typhoon will only lead to higher costs and increased strain on the fleet. Even with present day approval, this piece of apparatus will not see delivery until 2028, underscoring the importance of its approval.

As fire apparatus age, they require increasingly expensive repairs. Inflation, supply chain disruptions, and rising manufacturing costs have significantly driven up the price of new fire trucks. Deferring replacement further will likely result in even greater expenses, making proactive investment the most fiscally responsible approach.

Beyond financial considerations, the truck's reliability is a growing concern. NFPA 1911 guidelines recommend retiring fire apparatus over 25 years old, and this unit is rapidly approaching that threshold. Securing a replacement now will help mitigate escalating maintenance costs while ensuring the department has a dependable, modern fire truck before prices rise even further.

The department has historically extended the service life of its apparatus well beyond industry standards through a robust Fleet Services Division. However, the age of the fleet is becoming increasingly problematic. The department's five frontline engines average 17.4 years, with the three oldest at 23 years. The reserve fleet is even older, averaging 31.6 years, with the oldest unit at 32 years. In 2024, reserve apparatus were used to replace frontline engines 35% of the time, underscoring the fleet's limitations.

To maintain effective fire, rescue, and EMS services, it is imperative to move forward with replacing another 2002 E-One Typhoon. Doing so will enhance operational readiness, reduce maintenance costs, and ensure the community continues to receive reliable emergency response.

VOGELPOHL FIRE EQUIPMENT, INC
2770 Circleport Dr.
Erlanger, KY 41018
800-797-8317
1/28/2025

BUDGET QUOTATION SOURCEWELL
COLERAIN TOWNSHIP FIRE DEPT.

2027 E-One Custom Pumper	1	**$1,074,650**
Cyclone Long Cab, Raised Roof, Seating for (5)		
Cummins X10HT 450hp Engine, Allison EVS4000p Transmission w/Retarder		
Hale Qflo 1250 gpm Pump, Foampro 2001 Foam System		
750 gal Water Tank, 30 gal Foam Tank		
Heavy-Duty Extruded Aluminum Body -		
Full Height Full Depth Driver Side Compts		
Full Height Officer Side Compts w/Reduced Depth Uppers		
Enclosed Ladder Compt Officer Side		
Rear Wheelwell Compts for (10) Cylinders		
V-Mux2 DTD Electrical System, Drv and Ofc Ultraview Control Screens		
Whelen LED Warning Lights, Whelen Electronic Siren, (2) Siren Speakers		
Whelen 12V LED Scenelights		
Dealer Supplied Items per list		
E-One Quote # *140626-6*		
Total - Full Payment on Delivery		**$1,074,650**
Optional Prepayment -		
100% Performance Bond		$4,299
100% Prepayment Discount		($96,719)
Total - Full Payment with Purchase Order		**$982,230**

Quote Valid for 30 Days

Fire Apparatus Quotation for:
COLERAIN TOWNSHIP

Quotation Number: 140626 Rev: 6

Unit Description: PRAL-CYCN

Quote Description: Rescue Pumper, Aluminum, Cyclone Salesperson: K KLEMAN

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0103	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1900, 2024 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0006	The hose bed is to have the capacity for the following hose. Hose load shall be listed from driver to officer.	1	Lay 1 - 250 ft. of 2.50 DJ Lay 2 - 350 ft. of 2.50 DJ Lay 3 - 1000 ft. of 5.00 DJ Lay 4 - 250 ft. of 2.50 DJ Estimated Weight - 1346 lbs.
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
INSPECTIONS AND PENALTIES			
1002-0001	Final inspection trip.	1	
1002-0002	Mid point inspection trip.	1	
BUMPERS			
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
1160-0140	3/16" diamond plate Front Bumper Gravel Shield for heavy duty bumper. Includes 1" turn down around perimeter of HD bumper.	1	
1160-0258	Front frame extensions to be drop style IPOS. No tow eyes unless otherwise specified.	1	
1160-0357	Heavy duty, formed, 12" front bumper with full wrap around for use with bumper crosslay. To be painted as specified.	1	
BUMPER TRAYS			
1150-0369	Drop down tread plate aluminum side covers with no latching and to be held by top lid for each side of the bumper crosslay.	1	

Salescode	Extended Description	Qty	
BUMPER TRAYS			
1150-0613	Recessed bumper crosslay to hold of 200' of 1.75" DJ hose. The crosslay floor/bottom shall be slotted to allow drainage (no slats). Crosslay width to be at least 8.75 inches wide. Includes full width hinged raised lid. Requires minimum 20" extension, side covers and 12" heavy duty bumper.	1	
FRAME ASSEMBLY			
1250-0076	Rear underbody support frame. Zinc plated (galvanized).	1	
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0085	Front chassis frame extensions, crossmembers and battery brackets shall be zinc plated (galvanized) IPOS. Includes rear subframe if applicable (urban interface, straight frame 4x4, etc).	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0016	Meritor RS-24-160 single rear axle 24,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0030	Stemco sight glass for front axle hubs. Inboard wheel seals will be Chicago Rawhide (or equivelant).	1	
1025-0209	Meritor FL-943 front axle 20,000 lb. Includes maintenance free bushings.	1	
SUSPENSIONS			
1070-0049	Rear suspension springs rated equal to the capacity of the axle. Includes maintenance free bushings and alignment capability.	1	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0017	Each inside wheel of the single rear axle shall have valve stem extensions.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0045	Accuride aluminum wheels for rear axle (4).	1	
TIRE OPTIONS			
1060-0075	Four Goodyear 11R rear tires with G622 RSD mud and snow tread.	1	

Salescode	Extended Description	Qty	
TIRE OPTIONS			
1060-0113	Intermittent service tire rating.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
1060-0203	Two Goodyear 385 tires model ARMOR MAX MSA for front axle.	1	
BRAKE SYSTEMS			
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1	
1100-0003	Meritor EX225H 17" disc brakes for rear axle, maximum capacity 27,000 lbs.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0020	Compression fittings for all air brake system lines. Includes connections on accessories including air suspension seats, pump shift, air inlet/outlets and supply side of plumbing blow-out lines (if equipped).	1	
1100-0024	G4 Electronic Stability Control (4x2), Includes RSC and ATC. Not available on 4x4, commercial chassis or tiller.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns Hadley e-tone recessed in bumper (PR).	1	
1110-0027	Isolated air tank. Includes pressure protection valve.	1	
1110-0043	Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer, air operated devices and or customer/dealer installed pneumatic add-on(s).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TranSynd, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS4000 series.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Axle gear ratio will be as low as possible while allowing for 68 MPH top speed to improve acceleration. Note: Max speed may be set at 65 MPH due to tire rating.	1	
1200-0490	Eng/Trans Cummins X10 450HP/1650TQ with EVS4000P transmission. 2027 EPA Compliant. Includes Acumen telematics and Certified Clean Idle holographic	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
	decal. Note: Until the 2027 EPA engine integration is finalized, option availability and body design relative to engine and aftertreatment are subject to change. Additional costs associated with the 2027 EPA engine will be passed on to the end user. No exceptions.		
1200-0496	Transmission cooler. Required with 2027 EPA engine/trans with trans retarder.	1	
SECONDARY BRAKING			
1125-0003	Allison transmission retarder. Pre-select feature will be switched off with this option.	1	
1125-0010	Allison transmission retarder to be programmed at 1/3 off throttle, 1/3 at 4 psi brake pressure, 1/3 at full (10 psi) brake pressure.	1	
EXHAUST OPTIONS			
1225-0086	Firwin exhaust blanket from the turbo down to the DPF and between the DPF and SCR. Required on 2027 EPA engines.	1	
COOLING PACKAGE			
1800-0041	Cooling system for use with Typhoon and Cyclone chassis. For use with 2027 EPA engines. Includes fan clutch.	1	
FUEL SYSTEMS			
1350-0005	Fuel system 65 gallons.	1	
1350-0022	Fuel line hose rubber.	1	
1350-0101	Fleetguard fuel/water separator (or equivalent). Shall include indicator light and audible alarm.	1	
1350-0102	Fuel shut-off valves (3). Locate each side of fuel / water separator and at tank.	1	
ALTERNATOR			
1700-0019	Alternator Niehoff 360 amp (360 amp SAE/320 NFPA rating). Available on X10, X12 and X15.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines. N/A with EVS3000 transmission.	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0227	Tow eyes front painted with 3" holes below bumper/cab (PR). Tow eyes will be	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
	integral when used with a drop style frame extension.		
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1	
1680-0274	On-Spot tire chain installation. Includes 12 chains per wheel. Requires pre-wire option located in Cab Electrical. Requires engineering review and approval if less than 180" WB.	1	
1680-0284	Radiator mounted power steering cooler.	1	
1680-0519	Auto lube system JA Lube. Chassis points only.	1	
CAB MODEL			
1520-0244	Cyclone long cab - 100" wide (67.5" CA).	1	
CAB ROOF TYPE			
1615-0007	Delete rear vista roof windows.	1	
1615-0009	Delete upper rear door vista roof windows	1	
1615-0041	Vista cab roof 4F/12R. Includes 4" front raise and 12" rear raise (8" step up). Does not include front or front side Vista windows. For use with 100" wide Cyclone only.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0084	All cab exterior entry doors to have 1250 keyed locks.	1	
1550-0159	Interior cab door locks - manual. Will be individually actuated from each respective door. Includes key lock on each exterior cab door handle.	1	
1550-0178-000-J7	Red/Fluorescent Yellow Green Reflexite V98 chevron "A" stripe on lower cab door panel approx 12" high. Stainless steel/painted door panels only. E-ONE cabs only.	1	
1550-0185	Cab door panels aluminum painted multi-tone to match cab interior paint. Includes upper and lower panels with seam below handrail.	1	
1550-0265	Anodize aluminum trim on bottom edge of the exterior cab compartment openings. Includes wheel well and rear compartments (as applicable).	1	
1550-0283	Driver and officer cab door windows with manual regulators. For use with new Typhoon and Cyclone cabs.	1	
1550-0284	Rear crew cab door window(s) with manual regulator(s). For use with new Typhoon and 100" wide Cyclone cabs.	1	
1550-0287	Cab doors to be barrier style. For use with new Typhoon and Cyclone only.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0377	All cab doors shall have exterior pull style handles with integral key lock (glass reinforced nylon).	1	
1750-0779	Light Whelen model PSR01FCR LED (4) red with clear lenses. Horizontal mounted flashing strip light on each of the main cab door panels outboard. Wire through door switch.	1	
CAB STEP OPTIONS			
1640-0047	Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and new Typhoon / Cyclone with barrier style or extended doors.	1	
1640-0067	Cab door bottom step lowered 4" (front and rear doors). Includes extended cab sides / fender trim. For use with barrier style doors only.	1	
MIRRORS			
1670-0082	(Obsolete; no longer offered from E-ONE) Ramco 6001FFR mirrors. Driver's side standard door mount and officer's side to be forward mount with 18" arm (-A18) Remote controlled with top CAS750 convex.	1	
1670-0088	Driver and officer Ramco cab mirrors to be heated. Includes all surfaces (flat and convex, as applicable).	1	
MISC EXTERIOR CAB OPTIONS			
1550-0035	No window on the driver side of the cab	1	
1550-0036	No window on the officer side of the cab.	1	
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0048	Rear cab wall to be smooth 3/16" aluminum plate with a diamond plate overlay.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
1675-0288	Pair of 36" handrails located just behind driver and officer front door one each side.	1	
HVAC			
1515-0133	Air conditioning with roof top mounted condenser. Includes reduced profile evaporator w/powder coated cover, brushless motors and a rear fan speed switch on the driver side of the rear air distribution housing. Requires A/C controls in multiplex display.	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0004	Seats, Bostrom brand.	1	
1510-0009	Seat color black.	1	
1510-0116-132	Fold-down seat located officer's side outboard.	1	
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1	
1510-0203-151	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard driver's side rear wall.	1	
1510-0203-152	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard officer's side rear wall.	1	
1510-0279-146	ReadyReach seat belt extender. Location: driver's seat.	1	
1510-0279-147	ReadyReach seat belt extender. Location: officer's seat.	1	
1510-0279-151	ReadyReach seat belt extender. Location: inboard driver's side rear wall.	1	
1510-0279-152	ReadyReach seat belt extender. Location: inboard officer's side rear wall.	1	
1510-0319	(2) Flip up Bostrom SCBA seats with common riser located center on rear wall.	1	
1510-0435	Seat cover material Durawear Plus (EA). Includes low seam on bottom cushion. Bostrom seats only in gray or black. (Quantity to reflect number of seating positions)	5	
1510-0533	Driver seat to be Bostrom air ride (Air-50 suspension) with Gen II design. Can be used with dual retractor upgrade (1510-0508).	1	
1510-0538	Seats to have Zip Clean covers IPOS. Includes extra set of removable covers (bottom and back) shipped loose. For use with Bostrom seats only. Requires Durawear Plus fabric (1510-0435). When equipped with E-ONE seat, cushion will be provided by Bostrom. Square style bench seats will have individual bottom cushion. Zip Clean N/A with taper style bench seat cushion. Option is per seat (Quantity to reflect number of seating positions).	5	
1510-0574	Officer seat to be Bostrom fixed SCBA with Gen II styling. Can be used with dual retractor upgrade (1510-0508).	1	
1685-0032	Seating capacity tag of five occupants.	1	
MEDICAL CABINETS			
1535-0030	Roll-up medical cabinet doors selected on the cab to be ROM brand.	2	
1535-0032	All medical cabinet RUD for the cab to be locking with 1250 key	1	
1535-0202	Finish. Cab medical/storage cabinet(s) finish to be multi-tone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1	
1535-0236	Compartment rear side of cab "under riser" type. Approx 9W x 30H opening. Includes single pan hinged door with 1/4 turn d-ring handles. Long cab with medium door location only. Location: driver and officer side.	1	

Salescode	Extended Description	Qty	
MEDICAL CABINETS			
1535-0337	Interior medical cabinet. Locate to rear of engine cover. Cabinet to be 20.75" H x 45" W x 22" D. Cabinet to have a 2" lip around top, open rear with 1" lower lip, cargo net style cover over rear opening and (1) adj shelf.	1	
1535-0445	(2) broom handle tubes vertically stacked on rear wall of cab transverse compartment.	1	
1535-0565	Driver side cab wheel well medical cabinet with external locking pan door painted job color and interior locking roll-up door with satin finish. Cabinet includes (2) adjustable shelves. Note: The roll-up door drum to fit up inside the vista for maximum height (for vista cab only). Cabinet is approximately FH x 22W x 28D on Typhoon and Cyclone and FH x 25W x 28D on 100" wide Cyclone and Quest (viewed from interior).	1	
1535-0566	Officer side cab wheel well medical cabinet with external locking pan door painted job color and interior locking roll-up door with satin finish. Cabinet includes (2) adjustable shelves. Note: The roll-up door drum to fit up inside the vista for maximum height (for vista cab only). Cabinet is approximately FH x 22W x 28D on Typhoon and Cyclone and FH x 25W x 28D on 100" wide Cyclone and Quest (viewed from interior).	1	
MISC INTERIOR CAB OPTIONS			
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0094	Storage below rear bench seat. (1) horizontal hinged door on the front of the rear bench seat.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0373	Transverse riser height area for use with exterior riser height compartments and no riser provided on rear wall.	1	
1685-0446	Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.	1	
1685-0531	Reduced profile rear engine cover for increased legroom.	1	
1685-0595-1R0	(1) dash blank panel. Includes: dash panel/housing to be cutout behind panel overlay, location: officer side of center dash upper tier. Color: Black.	1	
1685-0595-33P	(1) dash blank panel. Includes: dash panel/housing to be cutout behind panel overlay, location: center of center dash upper tier. Color: Black.	1	
1685-0670	Severe duty dash package with raised profile center section. Cast alum construction. Includes smooth plate alum lower kick panels; all painted to match cab interior.	1	
1685-0692	Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0718	Cup holder / tray enlarged for engine cover painted to match cab interior. Approx 19" wide x 12" long with tapered front corners and cup holders at each rear corner. For use in Typhoon and CII with severe duty engine cover. To be mounted at final inspection.	1	
1685-0765	Cab interior walls, dash housing, cab step wells and rear crew area floor shall be multi-tone gray finish.	1	
CAB ELECTRICAL OPTIONS			
1750-0029	Switch horn button two position DOT/air horn.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next to handrail.	1	
1750-0071-586	Mount customer supplied antenna on cab roof. Location: driver side rearward with coaxial cable terminating at the center of the dash board. Note: New antenna with original packaging only, used antenna not acceptable.	1	
1750-0071-588	Mount customer supplied antenna on cab roof. Location: officer side rearward with coaxial cable terminating at the center of the dash board. Note: New antenna with original packaging only, used antenna not acceptable.	1	
1750-0072-545	12 VDC electrical outlet wired battery hot. Location: In cab driver side on 3 x 3 post rear facing just above engine cover (or seat riser if in a Hush).	1	
1750-0072-592	12 VDC electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0072-593	12 VDC electrical outlet wired battery hot. Location: officer side dash.	1	
1750-0072-747	12 VDC electrical outlet wired battery hot. Location: driver side rear cab wall in or below seat support structure as space allows.	1	
1750-0072-764	12 VDC electrical outlet wired battery hot. Location: rear wall of officer side medical compartment up high.	1	
1750-0073-585	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: driver side forward with coaxial cable terminating at the center of the dash board.	1	
1750-0073-587	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating at the center of the dash board.	1	
1750-0166	ATC override switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0265	Speedometer for officer side multiplex display.	1	
1750-0283	JW Speaker LED cab headlights.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0423-0BH	Programming instructions for auxiliary switch 1 on steering wheel switch pod. Switch function: 12v scene light on driver side of cab.	1	
1750-0424-09X	Programming instructions for auxiliary switch 2 on steering wheel switch pod. Switch function: Front brow light(s). (Requires relay option if lights are not 12v).	1	
1750-0425-0BI	Programming instructions for auxiliary switch 3 on steering wheel switch pod. Switch function: 12v scene light on officer side of cab.	1	
1750-0447	Dome Lts Red/White Whelen model 60CREGCS LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0451	Steering wheel with switch pods IPOS. Includes wiper functions, master warning sw, air horn sw, aux brake on/off and (3) aux switches. For use only with Typhoon and Cyclone NOT equipped with 4Front. (Requires seperate programming options to activate aux switches)	1	
1750-0491	The chassis shall be pre-wired for installation of tire chains. Includes lock-out/safety rocker style switch.	1	
1750-0580	Light EON LED (EA) mounted in riser height compartment.	2	
1750-0582	Light EON LED (EA) mounted in bench seat riser. The light(s) shall be wired through the compartment door switch(s) or rocker switch as applicable if equipped with cargo nets.	1	
1750-0621	Battery charger Kussmaul model 091-20/20, 20 amp battery charger / 20 amp battery saver.	1	
1750-0768	TecNiq D07 LED cab door step area lighting. Includes (2) lights at each door area. Lights to be switched with door ajar.	1	
1750-0796	Turn signal TecNiq LED strip (PR) with clear lens and polished alum housing located between quad headlight bezels (New Typhoon and Cyclone only).	1	
1750-1013-545	Dual port USB charging receptacle in the cab wired battery hot. Includes USB-A and USB-C ports. Location: In cab driver side on 3 x 3 post rear facing just above engine cover (or seat riser if in a Hush).	1	
1750-1013-592	Dual port USB charging receptacle in the cab wired battery hot. Includes USB-A and USB-C ports. Location: driver side dash.	1	
1750-1013-593	Dual port USB charging receptacle in the cab wired battery hot. Includes USB-A and USB-C ports. Location: officer side dash.	1	
1750-1016	Digital dash display for driver.	1	
BODY COMPT LEFT SIDE			
3100-0358	Driver side body with full height 42" wide forward and 56" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	

Salescode	Extended Description	Qty	
BODY COMPT RIGHT SIDE			
3120-0769	Flat back Officer side body with full height 42" wide forward and 56" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) storage tunnel.	1	
BODY COMPT REAR			
3110-0158	Bolt-on diamond plate 16" tailboard (full width of body). Includes handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
3110-0449	Single Low Rear Compartment with Officer Side Storage Tunnel. For use with low hosebed. Includes smooth plate panels and storage access door with push button latch.	1	
DOORS			
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0017-027	Door roll up short (up to 45") with satin finish ROM. Location(s): B1.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1	
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1	
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1	
3300-0276	All rear panel body storage compartments and tunnels with hinged doors greater than 1 sq. ft. shall have D-Ring latches in place of thumb latches .	1	
3300-0368	Pull-down bungee type straps for full height and high side roll-up door(s) on body / pump module. For use with ROM and AMDOR doors only.	1	
SHELVES			
3370-0245	Permanent fixed shelf. Aluminum or stainless steel body applications. Location:	1	R3
3370-0246	Adjustable shelf for non-transverse compartments. Location:	2	L1; L3
3370-0247	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location:	3	L1; L2; L3
COMPARTMENT DIVIDERS			
3390-0557	Partition, bolt-in vertical partition wall. Location:	1	L3 12in from rear wall.
TRAYS / TOOLBOARDS			
3380-0572	Adjustable mounted steel SlideMaster roll-out/tilt down model SMT powder coated silver with aluminum tray. Location(s):	1	L2
COVERS			

Salescode	Extended Description	Qty	
COVERS			
3305-0003	Single diamond plate cover for the crosslay area. Includes applicable grab handle(s) and (2) butterfly style latches.	1	
3305-0004	Crosslay cover to be hinged forward.	1	
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0119	Hold open device(s) for aluminum crosslay (single or bi-fold) cover. Locate as required based off options on module.	1	
3305-0461	Nylon black cargo net on sides for crosslay cover. Use eyelets sized to secure a looped and tied bungee IPO standard at lower corners. Bungee to be easily removed and replaced (by fire department) in field.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0533	Pump panel opening is 45" wide. Pumper / tanker only.	1	
3130-0540	Pump module height is 80". Pumper / tanker only.	1	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0064	The gauge panel(s) on the driver side of the Side Mount module to be hinged upward. Panel(s) to include (2) mechanical/pneumatic (as applicable to panel size) hold opens and latches.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
4460-0009	Pump panel tags, special color. (Must specify.)	1	SEE FORM SAVED IN TRUCK FOLDER
4460-0010	Pump panel tags - Special label. (Must specify.)	1	SEE FORM SAVED IN TRUCK FOLDER
4460-0088-282	Air outlet with Innovative Control 1/4" valve w/1/4 turn "T" handle and label for: driver's side pump panel.	1	
PUMP MODULE OPTIONS			
3136-0000-202	Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: driver side pump panel.	1	
3136-0024	Crosslays to accomadate extra capacity.	1	

Salescode	Extended Description	Qty	
PUMP MODULE OPTIONS			
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels or at upper body section as shown on approval drawing. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0302	Cross lay double 7.50in. wide to hold up to 200ft. of 1.75in. DJ (each).	1	
WATER TANK			
4010-0064	780 Gallon" L" shape Water Tank. Includes lowered rear section for lower hosebed height. Note: Any foam cell(s) optioned will reduce the overall water capacity. Tank capacity is 780 US gallon / 649 Imperial gallons / 2952 Liters.	1	
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
WATER TANK OPTIONS			
4020-0056	Tank sleeve for rear or hosebed (low hosebed applications) discharge.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
4450-0283	Direct .75" Water Tank Fill with valve plumb to the fill Tower and Terminate with .75 Female Hose Bib. Location: driver side pump panel.	1	
FOAM TANK			
4100-0009-590	30 gallon integral foam tank for Class A foam. Foam tank capacity will reduce the water tank capacity. Tank capacity is 30 US gallon / 25 Imperial gallons / 113 Liters.	1	
LADDER STORAGE / RACKS			
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0075-47A	Officer side vertical storage tunnel. For use with low hose bed. Tunnel to hold: 2-section 24', 14' roof, 10' attic, (1) standard backboard and (2) pike poles. Includes vertical hinged rear smooth plate door(s) with push-button latch.	1	
3365-0086-B99	Pike pole(s) capable of being stored are to be the following length: (2) 10' pike poles.	1	
3365-0087-Z71	The length of ladders capable of being stored shall be the following: 24' 2-section, 14' roof ladder and 10' attic ladder w/shoes.	1	
3365-0222	Upper hosebed storage area above driver side compartments and officer side ladder/storage tunnel or compartments as applicable. Upper storage areas to have an open top and run length of the hosebed area. Includes hosebed style	1	

Salescode	Extended Description	Qty	
LADDER STORAGE / RACKS			
	flooring.		
HANDRAILS / STEPS			
3330-0201	Step rear intermediate embossed tread plate. Locate rear body. Includes hand hold cut-outs on top of the step in place of the hand rail.	1	
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
3330-0278	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on officer side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on officer side upper hosebed side (as applicable).	1	
3330-0279-060	Innovative Controls dual lighted LED folding step. Location: officer side front compartment face. Each location requires a minimum of (1) handrail per NFPA.	4	
3330-0279-062	Innovative Controls dual lighted LED folding step. Location: driver side front compartment face. Each location requires a minimum of (1) handrail per NFPA.	4	
3330-0473	Intermediate pump panel step officer side located rearward of the crosslays (as applicable). Includes step lighting (as applicable). Step lights to be switched thru work light in cab. Mounting feet to be reverse mounted due to vertically hinged panel (as applicable). Includes hand hold cut-outs on top of the step.	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion in the forward area and rearward area of the hose bed to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0027	Diamond plate corner guards for the driver and officer front compartment face. Guards to wrap around the corner and be full height of side assembly or to a max of 96".	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0191	Divider Support to run full width of hosebed (side to side) at the front of the	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
	hosebed and towards the rear of the hosebed at top of the divider(s). Attach to each hosebed divider to provide additional support.		
3340-0302	Long hose bed divider(s) to be held short to allow for adjustability of the divider(s) with hose bed preconnect(s) if applicable per hose loading and option locations.	1	
3340-0520	Smooth plate single axle wheel well painted job color. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
3340-0699	Bolt-on cover plate over upper section of water tank to be embossed diamond plate.	1	
3340-1648	Anodized aluminum trim on bottom edge of all body compartment openings including pump enclosure if applicable with painted edges.	1	
3340-2082	Stainless steel light guard on the rear strip light in body compartment L3.	1	
3340-2761	Raise floor in right side compartment(s) as required to clear engine after-treatment system. Door opening(s) to remain standard height. This modification affects compartment dimensions in specs. See sales drawing for updated dimensions.	1	
SCBA BOTTLE STORAGE			
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	1	
3320-0182-497	E-ONE designed (1) SCBA bottle storage driver side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5"). Door shall cover the recessed fuel fill if located in the wheel well adjacent to the SCBA storage.	1	
3320-0184-495	E-ONE designed (3) SCBA bottle storage driver side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottles. Upper storage troughs hold standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.	1	
3320-0184-498	E-ONE designed (3) SCBA bottle storage officer side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottles. Upper storage troughs hold standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.	1	
3320-0184-500	E-ONE designed (3) SCBA bottle storage officer side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel	1	

Salescode	Extended Description	Qty	
SCBA BOTTLE STORAGE			
	well material. Holds standard size SCBA bottles. Upper storage troughs hold standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.		
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM (or metric/imperial equivalent).	1	
PUMP OPTIONS			
4015-0008	Zinc anodes for Hale pump (PR), (1) discharge side and (1) intake side.	1	
4015-0018-203	Valve Inlet MIV-E - Hale. Location: officer side pump panel.	1	
4015-0019-202	Valve inlet MIV-M, Hale. Location: driver side pump panel.	1	
4015-0029	Hale pressure relief valve. Hale Qmax, or Qflo only.	1	
4015-0037	Engine throttle, vernier.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0238	Hale electric primer (oil-less).	1	
4015-0384	2-Button electric pump shift.	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
4440-0006	2.5" Right intake Akron manual valve.	1	
DISCHARGES AND PRECONNECTS			
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
	discharge 2.		
4415-0018	2.5" Left front hose bed discharge Akron manual valve.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4415-0323	Second left front hose bed discharge 2.5" Akron manual valve.	1	
4415-0552	1.5" Front Bumper Crosslay Discharge Akron Manual Valve.	1	
4415-1219-583	4" Panel discharge w/ Akron electric valve and cap. Requires valve controller option. Location: right side discharge 1.	1	
4417-0054-723	The hosebed preconnect shall be extended to the rear of the hosebed area. End of pipe with adapter and cap installed shall be flush with the end of the hosebed and shall not protrude past the rear of the body. A protective cover with slots for ventilation shall be provided to protect the preconnect piping and the hose stored in the area. Location: second driver side hose bed preconnect	1	
4417-0106-123	Deck gun piping to be positioned dunnage pan centered.	1	
DISCHARGE OPTIONS			
4417-0034	Deck gun TFT 18" Extend-A-Gun, 3" manual operation.(outlet shall terminate with MNPT threads)	1	
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	10	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer/Customer installed monitor, nozzle and/or tips, make and model as specified.	1	
4417-0313-583	Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control right side discharge 1.	1	
GAUGES			
4435-0069	Class 1 ENFO IV system on pump operator's panel.	1	
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1	
4435-0084	Innovative Controls 10 LED SL series foam tank level gauge. On pump panel.	1	
4435-0451	Innovative Controls TC Series 2.5" (63MM) pressure gauge with chrome bezel.	10	
4435-0453	Innovative Controls TC Series 4" (100MM) Master pressure gauges with dual chrome bezel. Includes integrated test ports and alarm.	1	
4435-0458	Pump panel pressure gauges to be 0-400 / Master Intake gauge to be 30-0-400.	1	

Salescode	Extended Description	Qty	
FOAM SYSTEMS			
4430-0019	2001 Hypro/FoamPro foam system.	1	
4430-0079	The foam system performance shall be tested and certified in compliance with the applicable NFPA requirements.	1	
FOAM SYSTEM OPTIONS			
4432-0053-556	Foam system plumbed to 1.5 first crosslay.	1	
4432-0053-557	Foam system plumbed to 1.5 second crosslay.	1	
4432-0053-723	Foam system plumbed to second driver side hose bed preconnect.	1	
4432-0053-Z16	Foam system plumbed to front bumper crosslay 1.	1	
ELECTRICAL SYSTEMS			
5010-0049	Vehicle data recorder - 2009 / 2016 / 2024 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0094	Nanoprotech (or equivalent) corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
5010-0140	V-MUX2 DTD Electrical system for pumper / tanker / rescue / ARFF.	1	
5010-0144-168	7" UltraView display for multiplex electrical system. Location: officer's side engine cover.	1	
5010-0144-649	7" UltraView display for multiplex electrical system. Location: driver's side engine cover.	1	
5010-0145	HVAC Controlled through multiplex display(s). For use with VMUX DTD.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0512	Cab light bar layout per customer specific requirements.	1	
5300-0556	Light bar Whelen Freedom IV Model F4X7 72" with 18 LED modules. Location: Centered on the front cab roof. Requires no forward vista windows or flat roof only.	1	
WARNING LIGHTS			
5600-0498-G98	Painted smooth plate warning light (includes adjacent scene light if optioned) mounting box (two-tone if equipped). Location: (1) each side of body side facing upper forward.	2	
5600-0498-G99	Painted smooth plate warning light (includes adjacent scene light if optioned) mounting box (two-tone if equipped). Location: (1) each side of body side facing	2	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
	upper rearward.		
5600-0787-3RH-4U	Warning light Whelen M2W Wide Angle Super LED warning lights (PR). Surface mounted w/chrome flanges (if applicable). Location: (1) each side NFPA/ULC required lower zone rear side facing, color will be RED with RED lenses.	1	
5600-0787-742-4U	Warning light Whelen M2W Wide Angle Super LED warning lights (PR). Surface mounted w/chrome flanges (if applicable). Location: (1) each side in pump module rubrail if equipped, color will be RED with RED lenses.	1	
5600-0850-170	Hazard (door ajar) light TecNiq S38 LED red. Location: center overhead.	1	
5600-0948-3RE-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone front facing.	1	
5600-0948-3RF-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone forward side facing.	1	
5600-0948-3RG-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone midship side facing.	1	
5600-0948-3RI-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone rear facing.	1	
5600-0948-457-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side of body rear facing up high.	1	
5600-0948-463-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side in front quad inboard of NFPA warning light.	1	
5600-0948-464-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side of cab down low just ahead of rear doors.	1	
5600-0948-G98-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side of body side facing upper forward.	1	
5600-0948-G99-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side of body side facing upper rearward.	1	
DIRECTIONAL LIGHT BARS			
5310-0017	Whelen Traffic Advisor model TAL65 LED - 36" long.	1	
5310-0020-170	Directional light bar control is to be located center overhead.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-Z09	The primary electronic siren control is to be located driver side of center dash upper tier (recessed, if required).	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper.	1	

Salescode	Extended Description	Qty	
SPEAKERS			
	Location: driver side front bumper.		
5510-0029-211	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: officer side front bumper.	1	
DOT LIGHTING			
5150-0025	Marker light Truck-Lite LED body/cab package. E-One custom cab and pumper or tanker body only.	1	
5150-0149	License plate light incandescent with chrome housing located at the rear of the body below tailboard/body.	1	
5150-0299-5WC	Front (if applicable) and rear turn signal flash pattern: populated arrow.	1	
5150-0302	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, turn and back-up lights with vertical 4 light housing and weatherproof connectors. Requires turn signal flash pattern.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0311	Compartment light package Hansen LED for medium bodies. Includes two lights per compartment (four if transverse).	1	
5380-0315	Compartment light Hansen WHITE LED for medical cabinet (EA).	3	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0025	Cab scene lights are to be switched with cab doors in addition to standard.	1	
5390-0293-2E8	Hose bed light FireTech model FT-WL-2000-F-B LED with black housing. Locate: center front of hose bed. Switched with work light switch in cab.	1	
LIGHTS - NON-WARNING			
5400-0185	LED pump compartment light (EA).	1	
5400-0224	Engine compartment light Optronics LED Series ILL22 (EA).	1	
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
1750-0284-1PD	Switch additional guarded toggle. Location and Function: on or in medical cabinet(s)/bench seat (as required) for cabinet lighting.	1	
5100-0001-1I2	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: driver rear of body for rear scene lights.	1	

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
5100-0001-B96	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: pump operator's panel for driver side 12v telescopic flood lights.	1	
5100-0001-B97	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: pump operator's panel for officer side 12v telescopic flood lights.	1	
5100-0036-4WR	Additional programming instructions: left side ground lights wired through left turn signal IATS..	1	
5100-0036-4WS	Additional programming instructions: right side ground lights wired through right turn signal IATS..	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.	1	
CAMERAS / INTERCOM			
5350-0182	Safety Vision officer's side camera SV-622RS w/ SV-512 cable. Requires Safety Vision back-up camera option. Camera to be located on front cab corner interlocked with right turn signal. Camera to be approx 31" up from bottom of cab (35" with lowered cab step option). Camera only - does not include monitor.	1	
5350-0192	Safety Vision back-up camera wired through multiplex display. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.	1	
5350-0381	David Clark intercom model 3800 system. Includes four (4) plug in modules and headset hangers within the cab. Headsets are not included and ordered separately (misc loose equip). Interface cables are not included as part of the intercom package. Dealer/customer to provide/install at time of radio installation.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1	
LIGHTS - AREA			
5450-0363-457	Light Whelen Pioneer model PCPSM1C with chrome surface mount. Includes switch in cab accessible to driver (driver and officer side facing lights switched separately). Location: (1) each side of body rear facing up high.	2	
5450-0363-490	Light Whelen Pioneer model PCPSM1C with chrome surface mount. Includes switch in cab accessible to driver (driver and officer side facing lights switched separately). Location: (1) each side of vista forward of rear doors.	2	
5450-0591-190	Light Whelen 12V Pioneer Plus flood LED model PFH2 with brow mount (EA)	1	

Salescode	Extended Description	Qty	
LIGHTS - AREA			
	powder coated white. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): center of front cab brow.		
5450-0646-063	Light Whelen 12V Pioneer Plus flood LED model PFH2P powder coated white with external bottom raise pole mount (EA). Includes switch in cab (driver and officer side facing lights switched separately). Location: officer side back of cab.	1	
5450-0646-064	Light Whelen 12V Pioneer Plus flood LED model PFH2P powder coated white with external bottom raise pole mount (EA). Includes switch in cab (driver and officer side facing lights switched separately). Location: driver side back of cab.	1	
RECEPTACLES			
5470-0004-546	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab officer side on 3 x 3 post rear facing just above engine cover (or seat riser if in a Hush).	1	
5470-0004-743	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: L3 high on forward wall.	1	
5470-0004-764	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: rear wall of officer side medical compartment up high.	1	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
7900-0231	Additional set of pump panel tags.	1	
7900-0316	David Clark wired headset. One (1) model H3442 behind the head, dual ear headset (intercom ordered separately).	2	
7900-0318	David Clark wired headset. One (1) model H3432 over the head, dual ear headset (intercom ordered separately).	2	
EXTERIOR PAINT			
8100-0062	Paint Sample Spray Out - Dealer is responsible for returning written approval prior to order release. Base color of cab / chassis. Qty one in BOM will supply a pair of paint samples.	1	
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
	module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.		
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0396	Undercoating E-ONE. To be applied after customer final inspection.	1	
8100-0662	Sanded rear cab extrusions. Same height as rear cab diamond plate overlay panels.	1	
8100-0838	PPG brand paint will be used on the E-ONE supplied components.	1	
8100-0839	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers and Rescues (non-metallic). Color:	1	FRD97:F1 Red
8100-0851	Paint E-ONE cab - (non-metallic) paint. Color:	1	FRD97:F1 Red
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted multi-tone gray finish.	1	
8150-0024	The lower area of the painted cab interior door panels to be masked off and left un-painted for reflective material.	1	
STRIPING			
8300-0001	NFPA required reflective striping to be dealer/customer applied.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0273-000-J7	Chevron "A" style 6" Reflexite V98 striping on front bumper. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0286-000-J7	Chevron "A" style 6" Reflexite V98 striping full width on rear of body (does not include the B1 door and/or center aerial ladder tunnel door). Includes rear facing extrusions, panels and doors. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with NFPA 1900/1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD & EXTENDED			
9100-0101	Meritor 5 year / unlimited miles parts and labor warranty for front non-drive axle. Exceptions: MFS rated at 22,800 includes a 2 year / 200K miles parts and labor warranty and a front drive axle includes a 2 year / unlimited miles parts and labor warranty.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD & EXTENDED			
9100-0102	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1	
9100-0117	General One (1) year or 24,000 Miles Limited Warranty (RFW0001)	1	
9100-0126	Custom chassis One (1) Year or 18,000 Miles Limited Warranty (RFW0101).	1	
9100-0132	Electrical One (1) Year or 18,000 Miles Limited Warranty (RFW0201).	1	
9100-0136	Body Structure Aluminum Ten (10) years or 100,000 Miles Limited Warranty (RFW0502).	1	
9100-0138	Cab Structural Ten (10) Years or 100,000 Miles Limited Warranty (RFW0602).	1	
9100-0139	Plumbing and piping (Stainless Steel) Ten (10) years or 100,000 Miles Limited Warranty (RFW0800).	1	
9100-0140	Paint and Finish (Exterior Clear coated) Ten (10) Years Limited Warranty (RFW0710).	1	
9100-0141	Cab Paint and Finish (Exterior Clear coated) Ten (10) Years Limited Warranty (RFW0710).	1	
9100-0151	Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Five (25) Years or 150,000 Miles Limited Warranty (RFW0316).	1	
9100-0152	Frame Components Corrosion (Zinc Plate) Twenty (20) Years or 132,000 Miles Limited Warranty (RFW0314).	1	
9100-0165	Frame Rail Lifetime (50) Years or 250,000 Miles Limited Warranty (RFW0305).	1	
9100-0168	Regulated Emissions Systems Ten (10) Years or 450,000 Miles or 22,000 Engine Hours Limited Warranty (RFW0144).	1	
9100-0169	Regulated Emissions Two (2) Year or 24,000 Miles Tire Warranty (RFW0145).	1	
9100-0170	Regulated Emissions Five (5) Year or 100,000 Miles AC Leak Warranty (RFW0146).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0012	Pump panel approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

Vogelpohl Fire Equipment
Dealer Supplied Apparatus Equipment

Customer	Colerain Twp
Quote/Truck #	Q140626
Date	1/28/2025

CAT#	QUANT	SPEC
02-0000	**.**	**TRUCK ACCESSORIES - CHASSIS**
02-1110	1	Wheel Chocks, two (2), Ziamatic #SAC-44 folding aluminum chocks with underbody mounting brackets, installed under the compartment forward of the driver's side rear axle.
04-0000	**.**	**TRUCK ACCESSORIES - BODY**
04-1255	1	Ctech Tool Box approx 28w x 30h x 24d mounted in L1 compartment forward. 4 Drawers, 6", 7", 8", 8" with adjustable top.
22-0000	**.**	**TOOLS**
22-2200	1	Pike Pole, 6' , Fiberglass handle with ash core, standard cast head. Fire Hooks NHF-6
22-2220	1	Pike Pole, 10' , Fiberglass handle with ash core, standard cast head. Fire Hooks NHF-10
32-0000	**.**	**NOZZLES AND MONITORS**
32-5300	1	Monitor, 1250 gpm truck/portable with 3" direct mount, 10" stream shaper, stacked discharge tips, ground base (FD to specify inlet), and ground base storage bracket. TFT XFC-42 with XFF-APL.
34-0000	**.**	**ADAPTERS, THREADED**
34-0401	2	Adapter, discharge, 2-1/2" female rigid rockerlug NST x 2-1/2" male customer thread, hardcoat alloy.
34-0451	3	Adapter, discharge, 45° elbow, 2-1/2" female swivel rockerlug NST x 2-1/2" male customer thread, CP brass.
34-0601	2	Adapter, intake, 2-1/2" male NST x 2-1/2" female swivel rockerlug customer thread, CP brass.
34-4101	3	Cap, 2-1/2" rockerlug customer thread, CP brass, with chain.
34-4301	2	Plug, 2-1/2" rockerlug, customer thread, CP brass, with chain.
36-5000	**.**	**ADAPTERS, STORTZ**
36-5400	1	Adapter, discharge, 30 degree elbow, 4" FM NST rocker lug swivel x 5" Stortz rigid.
36-5700	2	Adapter, suction, 30^{0} elbow, 6" FM NST long handle swivel x 5" Stortz rigid. For standard pump panel with MIV valve.
36-6100	3	Cap, 5" Stortz with cable.
70-0000	**.**	**MISC. SERVICES**

Vogelpohl Fire Equipment
Dealer Supplied Apparatus Equipment

Customer	Colerain Twp
Quote/Truck #	Q140626
Date	1/28/2025

CAT#	QUANT	SPEC
70-1000	1	Pre-delivery Inspection - Pumper or Aerial - After transportation from the factory and immediately prior to delivery to the fire department, the local dealer shall provide the following service: complete inspection and operational check including chassis, cab, body, pump and aerial (as applicable), and all electrical and mechanical devices; correction of any issues and leaks; fluid level checks and top off; and complete cleaning and detailing of the apparatus.
70-1005	1	Annual Maintenance/Inspection - Pumper - Approximately one year after delivery, dealer technicians will complete a truck inspection and preventative maintenance per NFPA 1900/1911 recommendations. Includes oil sampling, oil and filter change, fuel filter change, and complete chassis lubrication. Service to be performed at the dealers location. Service does not include transportation of unit to or from customer's location.
80-0000	**.**	**MISCELLANEOUS CHARGES**
80-1000	2	Inspection Trip - An inspection trip to the manufacturer's plant shall be provided for 4 department members accompanied by the dealer sales representative. Trips shall be for Prebuild and Final. All travel, lodging, and meals will be provided by the dealer. Travel from the fire department location shall be via commercial air.
80-1001	1	Inspection Trip - A mid-point inspection trip to the manufacturer's plant shall be provided for 1 department member accompanied by the dealer sales representative. All travel, lodging, and meals will be provided by the dealer. Travel from the fire department location shall be via commercial air.

PUBLIC SERVICES

Department:	Administration
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Resolution Approving ODOT Project PID119068 - Poole Road Sidewalks

Recommend ADOPTION of the Resolution.

Rationale:

The Township received a Transportation Alternatives Grant for the construction of sidewalks on Poole Road from Colerain to Cheviot. This piece of legislation is required by ODOT before formal bidding can occur. The state is anticipating issuing bids later this year and will likely award a contract for construction to be completed in 2026.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the __ day of February 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 25

FINAL RESOLUTION FOR LPA-ODOT-LET PROJECT AGREEMENT
PID 119068: POOLE ROAD SIDEWALK CONSTRUCTION (HAM CR 91 1.05)

The following Final Resolution enacted by the Board of Township Trustees, Colerain Township, Hamilton County, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, Colerain Township has determined the need for:

Construction of sidewalk on Poole Road from Cheviot Road to Colerain Avenue; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The Township agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation; and

WHEREAS, In view of the fact that the LPA's share of the project is now estimated in the amount of **Zero and - - - - 00/100 Dollars, ($0.00)**, therefore, the Township will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, This legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

1. Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

2. The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

3. The LPA agrees to participate in the cost of the project up to the federal required maximum contribution.

4. The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to by unnecessary for the Project.

5. The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

6. The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

7. The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

8. The LPA hereby authorizes the Township Administrator of Colerain Township to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

9. Upon request of ODOT, the Township Administrator is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the LPA to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

10. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

11. The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

12. Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law,

including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

13. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

14. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and

15. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of February 2025.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Daniel Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

_____
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of February, 2025.

_____
Jeff Baker,
Colerain Township Fiscal Officer

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the (LPA) **Colerain Township 4200 Springdale Road, Colerain Township, Oh 45251**

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The **Construction of sidewalk on Poole Road from Cheviot Road to Colerain Avenue.** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be **$ 621,798.48** as set forth in Attachment 1. **ODOT shall provide to the LPA 50 percent of the eligible costs, up to a maximum of $265,894 in Federal OKI TA (4TC7) funds**. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds provided by ODOT shall be applied

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 Payment or reimbursement to the LPA shall be submitted to:

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website https://www.transportation.ohio.gov/working/publications. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

		Responsibility	

PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation		X	Refer to Section 7.6 for additional details.
	Railroad Coordination		X	Refer to Section 7.8 for additional details.

	and Agreements			
	Stage 3 Plans		X	ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Endangered Species Mitigation		X	ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPOSIBILITIES

5.1 General Requirements

A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.

B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:

1. If the LPA (County Engineer) chooses to utilize the County Engineers Association of Ohio (CEAO) task order contract for environmental services, the parties agree that the total cost shall be shared based on the parameters, Federal and local funding rates, established when the task order was set up and encumbered. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

2. If the LPA (County Engineer) chooses to utilize the CEAO task order contract for R/W acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent Federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

3. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process.

If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).

B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.

C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.

D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.

E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.

F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.

H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.

I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 15.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.

6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: Consultant Services | Ohio Department of Transportation.

7. R/W/UTILITIES/RAILROAD COORDINATION

7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.

7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.

7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

8. ADVERTISING, SALE, AND AWARD

8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

9. CONSTRUCTION CONTRACT ADMINISTRATION

9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues

9.2 ODOT shall not approve a change order or extra work contract until it gives notice, in writing, to the LPA.

9.3 The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

10. CERTIFICATION AND RECAPTURE OF FUNDS

10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.

10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all

solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be

remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.

14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.

14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

15.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

Jeff Weckbach, MPA Township Administrator	**Douglas Gruver, P.E. D08 Deputy Director**
Colerain Township	**Ohio Department of Transportation**
4200 Springdale Road	**505 South SR 741**
Colerain Township, Ohio 45251	**Lebanon, Ohio 45036**

16. GENERAL PROVISIONS

16.1 *Financial Reporting and Audit Requirements*: If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of $750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.[1] Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

[1] Per 2 CFR §200.502

16.2 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

16.3 *Ohio Ethics and Conflict of Interest Laws*: LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest law as provided by ORC102.03, 102.04, 2921.42 and 2921.43, and CFR 1.33.

16.4 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

16.5 *Trade:* Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

16.6 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying

contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.

16.7 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

16.8 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.9 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

16.10 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

16.11 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

16.12 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Colerain Township	**STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Title:Jeff Weckbach, MPA Township Administrator	Pamela Boratyn Director
Date:	Date:

ADMINISTRATION

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Motion to Authorize Township Administrator to Execute an Electrical Aggregation Contract at or below $0.0949 kWh .

Recommend ADOPTION of the Motion.

Rationale:

At the February 14, 2023 Board of Trustee meeting, the Township authorized the Township Administrator to enter into an agreement for electric aggregation at a rate not to exceed $0.0689 cents per kWh. The existing rate and price that the Township receives is set to expire on the May of 2025 Duke bill.

The agenda item as posted in the packet does not contain the updated Energy price, as prices can fluctuate on a daily basis. The final price will be made available at the Trustee meeting but will not exceed $0.0949 per kWh.

OLD BUSINESS

Department: Administration

Department Director: Matt Wahlert

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Discussion and Potential Action - Trustee Compensation

No action is requested of the Board.

Rationale:

Per State of Ohio law (ORC 505.24) through 2028, Trustees will receive an automatic salary increase of 1.75% per year. Trustee compensation for Colerain was $25,162 in 2024 and is set for $25,602 in 2025.

Trustee Wahlert has requested that the Board engage in a discussion surrounding Trustee compensation.

OLD BUSINESS

Department: Administration

Department Director: Matt Wahlert

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Discussion and Potential Action - Superintendent Position

No action is requested of the Board.

Rationale:

Trustee Wahlert requested that a discussion be held on the currently vacant Superintendent position for the Public Services Department.

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Contract - Verizon Wireless - Network Extender - $0 - Term N/A

Recommend approval of all consent items.

Rationale:

The attached agreement provides for a free network extender for Verizon Wireless that will enhance the ability to access the Verizon network inside the Township Administration building.

verizon

One-Time Accessory Offer: Network Extender

Verizon Wireless is pleased to introduce this one-time Offer to Township Of Colerain ("Customer").

Availability

A Network extender is required to address the lack of network coverage at Township Of Colerain located at the following locations 4200 Springdale Rd, Cincinnati, OH 45251 , to enable the use of Verizon Wireless service. This approval is based on Verizon Wireless' contractual obligation to provide wireless services to the customer. This Offer must be accepted by **February 15,2025** or it will expire. If accepted, the offer must be completed within thirty (30) days following the Effective Date of this Letter of Acknowledgement form ("Promo Period").

One-Time Accessory Offer: Network Extender

Customer is eligible to receive two(2) Network Extender devices at the price detailed below.

Casa System Inc 4G LTE Network Extender 3 for Enterprise - SKU: SM64-BLCE or **SM64-BLC for $0.00** (Not to exceed two(2) devices, while supplies last.

Terms and Conditions

By accepting this Offer Customer acknowledges and agrees this one-time Offer will address its network coverage concerns and that additional network extenders will not be provided. Customer is responsible for the installation of the Network Extender device. This Offer cannot be combined with other Verizon Wireless credit offers, incentives, discounts or promotions. This Offer is subject to the terms and conditions of the NASPO MA152 Contract

Customer Acknowledgement:

I acknowledge that I have received the attached limited time equipment and subsidy Offer and that I agree to the terms and conditions set forth.

Eligible Customer/Company Name: Township Of Colerain Profile ID: 3221350

Customer Print Name/Title: Jeff Weckbach Administration

Customer Signature:

Effective Date: 01/28/25

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

CONSENT ITEMS

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Quotation- Zix email encryption, threat protection, and continuity - EXP 4/24/2026
Recommend approval of all consent items.

Rationale:
This renewal will allow the Township to continue to use email securely.