CITY OF LORAIN
BOARD OF CONTROL
AGENDA
FEBRUARY 15, 2023 at 11:00 a.m.

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

a. The Lorain Police Department request permission to enter into a service agreement with Flock Group Inc. in the amount of $531,500.00. Ordinance 24-23 passed by City Council. To be paid with ARPA funds.

b. The Building, Housing and Planning Department (BHP) requests approval for a Home Repair loan in the amount of $10,422.50 to replace the roof and gutters at 214 Louisiana Avenue in Lorain, OH for Michael Burgess.
BHP requests funds in the amount of $10,422.50, which includes a 10% contingency of $947.50 for a new roof and gutters to be installed by Larry's Roofing Inc. Additional estimates were received from Dan Williams Roofing for $9,800.00, NewCastle Roofing for $9,950.00, and Coates Bros. Roofing for $10,598.00. Larry's Roofing Inc. provided the most cost-effective estimate for the scope of work to be completed.
The work will be paid out of the Block Grant Emergency Home Repair funds, account number 2260.R226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.

c. The Building, Housing and Planning Department requests approval to award Sacred Heart Chapel with a $66,810 American Rescue Plan Act (ARPA) grant categorized under Non-Profit Relief Fund due to the economic impacts of COVID-19. Funds will be paid for out of ARPA funding (2359.R235.6300.3307). This was passed by Lorain City Council on February 6, 2023.

d. The Building, Housing and Planning Department requests approval to award the Lorain Historical Society with a $70,000 American Rescue Plan Act (ARPA) grant categorized under Non-Profit Relief Fund due to economic impacts of COVID-19. Funds will be paid for out of ARPA funding (2359.R235.6300.3307). This was passed by Lorain City Council on February 6, 2023.

e. A request from the Department of Public Property, Paint & Sign Division, for diagnosis and repairs to the Traffic Jet printer by Osburn Associates, Inc. for an amount not to exceed $11,559.52. As the local provider and installer of the Traffic Jet printer, Osburn is the sole source vendor. Funding will be through account 2010.R201.3150.6400.2700, Signs&Zones Supplies.

f. The Department of Public Property, Paint & Sign Division, is requesting authorization to open a Super Blanket purchase order in the amount of $49,969.40 for traffic marking paint, glass beads, and traffic marking supplies from MD Solutions, Inc. as provided for in Section 5705.41(D)(3) of the Ohio Revised Code. MD solutions holds State of Ohio contract 888-23 for traffic marking paint.

g. A request to enter into a contract with the Lorain County Community Development Corporation, a 501C3 organization under the umbrella of the Lorain County Chamber of Commerce for the purpose of economic development services in the amount of $30,000 to be paid in annual increments of $10,000 per year in 2023, 2024, and 2025. Funding will be paid from American Rescue Plan Act (ARPA) funds. An ordinance was passed by Lorain City Council on January 3, 2023 as Ordinance 6-23 concurring with the expenditure.

3. **ADJOURNMENT**

CITY OF LORAIN

Board of Control **2. a.**

Meeting Date: 02/15/2023

Subject:

The Lorain Police Department request permission to enter into a service agreement with Flock Group Inc. in the amount of $531,500.00. Ordinance 24-23 passed by City Council. To be paid with ARPA funds.

Attachments

qte

Ordinance

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FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: OH - Lorain PD **Legal Entity Name:**	**Contact Name:** Jim McCann
Address: 200 W Erie Ave Lorain, Ohio 44052	**Phone:** (440) 204-2103 **E-Mail:** jim_mccann@cityoflorain.org
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 60 months **Renewal Term:** 60 months	**Billing Term:** Annual payment due Net 30 per terms and conditions

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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	40.00	$14,000.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	40.00	$100,000.00
Flock Safety Advanced Search	$3,500.00	1.00	$3,500.00

Subtotal Year 1-4:	$428,000.00
Subscription Term:	60 Months
Annual Recurring Total:	$103,500.00
Estimated Sales Tax:	$0.00
Total Contract Amount:	$531,500.00

Special terms:

• 1st 4 years will be paid 100% upfront. 5th year will be paid in final year of contract.

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I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: OH - Lorain PD**	
By:	DocuSigned by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	
Title:	General Counsel	Title:	
Date:	2/1/2023	Date:	

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flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service 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 by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

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1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, 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.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

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1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 *"**Hotlist(s)**"* means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 *"**Implementation Fee(s)**"* means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

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1.30 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services 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 Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

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2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) 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; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency'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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

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anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe 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 Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the 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 Agency 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 Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

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2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency 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 tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

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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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, 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 in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

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

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

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will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the 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 video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the 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 will a Party apply less than reasonable precautions to protect such Proprietary Information, 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. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. 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

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Party reasonable prior notice of such disclosure to contest such order. For clarity, 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: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, 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 Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

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4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

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receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). 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.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, 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. Either Party may terminate this Agreement, without notice, (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. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect***"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **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

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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.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. 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 AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **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, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), 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 ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

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ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY 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 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

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

9. MISCELLANEOUS

9.1 **Compliance With Laws.** The Agency agrees to 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). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 **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.

9.3 **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.

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9.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. 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.

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

9.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 **Export.** Agency 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 agency 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.

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

9.10 **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.

9.11 **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, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

ORDINANCE NO. 24-23

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACUAL AGREEMENT OR AGREEMENTS BETWEEN THE CITY OF LORAIN, OHIO AND FLOCK GROUP, INC. FOR THE PURCHASE AND/OR LEASE OF EQUIPMENT, HARDWARE, AND SOFTWARE SERVICES NECESSARY FOR THE DEPLOYMENT OF LICENSE PLATE READER TECHNOLGY AND DECLARING AN EMERGENCY.

WHEREAS, as part of a city-wide public safety project, the City of Lorain is contracting with Flock Group to install necessary poles, cameras, software, and/or other equipment that will provide the City with vehicle recognition technologies; and

WHEREAS, the program will increase public safety in and around the City of Lorain.

WHEREAS, the Lorain Police Department recommends entering into a two-year professional services agreement with Flock Group, Inc. for certain hardware and software services to provide a license plate reader system for the amount not to exceed $531,500.00

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, OHIO:

SECTION I: That the Safety Service Director of the City of Lorain, Ohio, is hereby authorized to enter into the Flock Group, Inc. Agreement, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference, in the amount not to exceed $531,500.00 for 5 yr agreement, subject to allocation of American Rescue Plan Act monies in the full amount of the agreement.

SECTION II: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Ohio Revised Code 121.22.

SECTION III: That this Ordinance is hereby declared to be an emergency, the nature of which is the immediate need to execute the agreement on or before February 20th 2023, all in order to preserve the health, welfare, safety of the citizens of the City of Lorain and to expedite the installation and operation of public safety devices aimed at reducing or eliminating crime in the City. Therefore this Ordinance shall take effect immediately upon its passage and approval by the Mayor, providing it receives the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: February 6, 2023

PRESIDENT OF COUNCIL

ATTEST: February 6, 2023

CLERK

APPROVED: February 6, 2023

MAYOR

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: OH - Lorain PD **Legal Entity Name:**	**Contact Name:** Jim McCann
Address: 200 W Erie Ave Lorain, Ohio 44052	**Phone:** (440) 204-2103 **E-Mail:** jim_mccann@cityoflorain.org
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 60 months **Renewal Term:** 60 months	**Billing Term:** Annual payment due Net 30 per terms and conditions

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	40.00	$14,000.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	40.00	$100,000.00
Flock Safety Advanced Search	$3,500.00	1.00	$3,500.00

Subtotal Year 1-4: $428,000.00

Subscription Term: 60 Months

Annual Recurring Total: $103,500.00

Estimated Sales Tax: $0.00

Total Contract Amount: $531,500.00

Special terms:

- 1st 4 years will be paid 100% upfront. 5th year will be paid in final year of contract.

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: OH - Lorain PD**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service 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 by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or

materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, 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.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 "***Implementation Fee(s)***" means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services 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 Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) 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; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by

this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency'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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe 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 Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the 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 Agency 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 Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock

may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this

Agreement or a third party requires Flock to pay. Agency 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 tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, 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 in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve

the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

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

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the 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 video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the 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 will a Party apply less than reasonable precautions to protect such Proprietary Information, 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. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. 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. For clarity, 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: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, 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 Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). 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.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, 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. Either Party may terminate this Agreement, without notice, (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. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **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.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. 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 AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **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, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), 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 ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY 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 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

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

9.MISCELLANEOUS

9.1.Compliance With Laws. The Agency agrees to 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). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2. 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.

9.3. 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.

9.4. Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. 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.

9.5. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6.Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7.Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8.Export. Agency 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 agency 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.

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

9.10.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.

9.11. 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, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

CITY OF LORAIN

City Council Regular Meeting **10. k.**

Meeting Date: 02/06/2023

Submitted by: Jack Fleming

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACUAL AGREEMENT

PURPOSE AND BACKGROUND:

As part of a city-wide public safety project, the City of Lorain wishes to contract with Flock Group to install necessary poles, cameras, software, and/or other equipment that will provide the City with vehicle recognition technologies.

RECOMMENDATION TO COUNCIL:

Consider for passage.

Fiscal Impact

Funds Available in Current Year Budget (Y/N):	Y
Estimated Total Expenditure:	531,500.00
List of Funding Source and/or Account Number:	ARPA
Estimate of Incoming Revenue (fees, grants, etc.):	
Financing Requirements (Bonds, Loans, Lease, etc.):	

This agreement will be covered by ARPA funds.

Attachments

ORDINANCE

Flock Safety Agreement

Form Review

Inbox	Reviewed By	Date
Washington	Sanford Washington	01/31/2023 06:33 PM
Mayor Bradley	Jack Bradley	02/01/2023 02:55 PM
K. Shawver	Karen Shawver	02/01/2023 03:27 PM
P. Riley	Michele Beko	02/02/2023 02:48 PM

Form Started By: Jack Fleming Started On: 01/31/2023 02:50 PM

Final Approval Date: 02/02/2023

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Fallis	✓		Nutt	✓	
Dimacchia	✓		Moon	✓	
Springowski	✓		Carrion	✓	
Henley	✓		Shawver	✓	
Kempton		✓	Thornsberry	✓	
Carter	✓		Arredondo		

CITY OF LORAIN

Board of Control **2. b.**

Meeting Date: 02/15/2023

Subject:

The Building, Housing and Planning Department (BHP) requests approval for a Home Repair loan in the amount of $10,422.50 to replace the roof and gutters at 214 Louisiana Avenue in Lorain, OH for Michael Burgess.

BHP requests funds in the amount of $10,422.50, which includes a 10% contingency of $947.50 for a new roof and gutters to be installed by Larry's Roofing Inc. Additional estimates were received from Dan Williams Roofing for $9,800.00, NewCastle Roofing for $9,950.00, and Coates Bros. Roofing for $10,598.00. Larry's Roofing Inc. provided the most cost-effective estimate for the scope of work to be completed.

The work will be paid out of the Block Grant Emergency Home Repair funds, account number 2260.R226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.

Attachments

Burgess - BOC Package

Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kusznir
Director

David Faciana
Chief Building Official

Home Repair Program Recommendation

The City of Lorain's Building Inspector conducted a site visit on **1/16/2023** at the residence of **Michael Burgess** who is the owner of **214 Louisiana Avenue, Lorain, Ohio, 44052**. The site inspection was conducted to determine deficiencies present on the **roof and gutters** that qualify for repairs to be completed under the Home Repair Program.

A detailed scope of work was created and provided to assist the resident with procuring qualified estimates sufficient in abating the present deficiencies.

Based on the submitted estimates and the City of Lorain review process, it is determined that **Larry's Roofing Inc.** has submitted the most complete and responsive bid to make the necessary repairs to abate the deficiencies in accordance to the scope of work. It is therefore recommended that they are awarded the contract pending the approval of the homeowner and BOC.

Michael Burgess | 214 Louisiana Ave. 44052

	Tear Off & Haul Away	Tear Off & Haul Away	Tear Off & Haul Away	Tear Off (Extra Shingles
	Replace Damaged Wood $8/ft.	Renail Deck as Needed	Replace Wood at Extra Cost	Wood Replacement $6/L.F. $85/OSB Sheet
	Drip Edge	Drip Edge	Drip Edge	Drip Edge
	Ice Guard	Ice Guard	Ice Guard	Ice Guard
	Summit 60 Synthetic Underlayment	Underlayment	Synthetic Felt Paper	2.3 LB Felt Paper
	Soil Pipe Flashings	Soil Stack Flashing	Pipe Flashing	Pipe Boots
	6 Roof Vents	Box Vents	Ridge Vents	Box Vents
	Chimney Flashing	Chimney Flashing	Chimney Flashing	Chimney Flashing
	Gutters & Downspouts	Gutters & Downspouts	Gutters & Downspouts	Gutters & Downspouts
	10-yr. Labor Warranty	5-yr. Labor Warranty	10-yr. Labor Warranty	5-yr. Labor Warranty
		Step Tins	Step Tins	
			Valley Flashing	
			Hip & Ridge Caps	

Contractor	**Larry's Roofing Inc.**	**Dan Williams Roofing**	**NewCastle Roofing**	**Coates Bros Roofing**
Subtotal	$ 9,475.00	$ 9,800.00	$ 9,950.00	$ 10,598.00
10% Contingency	$ 947.50	$ 980.00	$ 995.00	$ 1,059.80
TOTAL	**$ 10,422.50**	**$ 10,780.00**	**$ 10,945.00**	**$ 11,657.80**

PROJECT TOTAL WITH CONTINGENCY	**$**	**10,422.50**

Proposal

Page # _____ of _____ pages

RECEIVED
FEB 09 2023
BY: _____

PROPOSAL SUBMITTED TO:	JOB NAME	JOB #
Mike Burgess	SAME	
ADDRESS	**JOB LOCATION**	
214 Louisiana Ave	SAME	
Lorain, OH	**DATE** 2-6-2023	**DATE OF PLANS**
PHONE #	**FAX #**	**ARCHITECT**
		Lopez's Roofing Inc

We hereby submit specifications and estimates for: Tear off + Re-roof

Remove shingles from roof area (House only)
Replace any damaged wood at 8.00 per ft
Install new drip edge along perimeter
Ice-Guard all bottom edges and valley's
Install Summit 60 synthetic underlayment
Replace soil pipe flashings
Re-roof with Pinnacle Pristine shingles
Install 6 roof vents
Reflash chimney
Clean and haul away all debris
Install seamless aluminum gutters + downspouts

10 year warranty on Labor
No-Leaks

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

$ 9475.00 Dollars

with payments to be made as follows: Paid on Completion of Job

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Lynn Woods

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

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

Signature _____

Date of Acceptance _____ Signature _____

General Provisions

1. All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.

2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

5. All Change Orders and/or Additional Work Authorizations shall be in writing and signed by both Owner and Contractor.

6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.

7. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.

8. Contractor agrees to remove all debris and leave the premises in broom-clean condition.

9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute. Failure to make payment within _____ days from the due date of payment shall be deemed a material breach of this contract.

10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

12. Contractor warrants all work for a period of _____ days following completion.

Note: This form is not a substitute for the advice of an attorney. Legal advice of any nature should be sought from competent, independent, legal counsel in the relevant jurisdiction. Absolutely no warranties are made regarding the suitability of this form for any particular purpose.

Received 1/10/23 MN

Dan Williams Roofing

"Where Quality Comes First"

PROPOSAL

LICENSED, BONDED & INSURED

PROPOSAL SUBMITTED TO:

Name: Mike Burgess Date: 2-8-23

Job Address: 214 Louisiana Ave City: Lorain Zip:

Owner Address: City: Zip:

Phone: 440-444-2021 Alt Contact: Email:

DESCRIPTION OF WORK TO BE PERFORMED:

☐ GUTTERS ☑ ROOF Tear off includes: removal of existing shingles to the wood, haul away demolition materials, & magnetic pickup

☒ HOUSE ☐ GARAGE ☐ OTHER:

INSTALL ITEMS:

- ☑ Chimney Flashing
- ☒ Soil Stack Flashing
- ☒ Ridge Vent / Box Vents
- ☑ Drip Edge
- ☒ Underlayment:
- ☑ Step Tins (as needed)
- ☐ ~~Valley Flashing~~ CAL.cut
- ☐ Flintlastic®
- ☑ Iceguard
- ☐ Other:

Estimate Good Through April 2023

CertainTeed $

GAF $

Owens Corning $

Other: $

Color Selection:

NOTES: Tear off Shingles to Wood Deck Renail as needed Iceguard (Per Code) Limited Lifetime Shingles

Roof $8,600.00

Gutters House $1,200.00 Downs only (Red/Brown)

The selection of material color is the Owner's selection. The Owner acknowledges that the owner(s) has/have reviewed the available color choices and indicated their choice above. The Owner agrees that any change in color selection after the delivery of materials to job-site shall be subject to additional costs.

UNKNOWN CONDITIONS: Rotted wood may be revealed when your existing roof materials are removed. Board replacement rates are $4.25 per foot or $45.00 per sheet.

WARRANTY: Dan Williams Roofing will furnish a 5 Year Warranty on Labor for the above work to be free from defects in workmanship.

EXTENDED WARRANTY COVERAGE AVAILABLE: SureStart PLUS 3 Star ____ 4 Star ____ 5 Star ____

TERMS: Payment due as specified, 1/3 with acceptance of this proposal, 1/3 the first day work is started and materials are delivered, and 1/3 when work is substantially complete. Credit Cards are accepted with a 2.5% charge on the amount to be processed.

All work is completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the estimate. Owner to carry fire, tornado, and other necessary insurance. Not responsible for dirt or dust created in attic from replacing roof. Marks on siding may occur beyond our control due to the tear-off process, clean up will be to the best of our ability. Dan Williams Roofing must use driveways/sidewalks to access most job sites for construction. We cannot be responsible for breaks or cracks caused by construction. Dan Williams Roofing will not pay for driveway/sidewalk damage. Our workers are fully covered by Worker's Compensation Insurance and Liability Insurance.

THIS PROPOSAL MAY BE WITHDRAWN BY DAN WILLIAMS ROOFING IF NOT ACCEPTED WITHIN ~~30 DAYS~~

Authorized Signature for Dan Williams Roofing: Roger Mg

All above items of this proposal are satisfactory and are hereby accepted. The following property owner(s) authorize DAN WILLIAMS ROOFING to do the work as specified. Payment will be made as stated above. If DAN WILLIAMS ROOFING incurs any costs or expenses in collecting or attempting to collect money due to DAN WILLIAMS ROOFING, as a result of customer's failure to make payment as due, all such costs and expenses will be paid by the customer. Such costs and expenses include, but are not limited to, filing fees, lien fees, collection costs, and reasonable attorney's fees.

Acceptance of Proposal: Date:

Acceptance of Proposal: Date:

Dan Williams Roofing • PO Box 1254 • Amherst, OH 44001 • (440) 288-8815
email: dmwilliams@danwilliamsroofing.com

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. To cancel this transaction, mail or deliver a signed & dated copy of this cancellation notice, or any other written notice, no later than midnight of the third business day from the acceptance date of this proposal listed above to Dan Williams Roofing at PO Box 1254, Amherst, OH 44001.

I HEREBY CANCEL THIS TRANSACTION: Signature of Buyer: Date:

Proposal

Email: Office@NewCastleRoofing.net

www.NewCastleRoofing.net

759 A Avon Belden Rd.
Avon Lake, OH 44012

NewCastle Roofing
& Remodeling, Inc.

Phone: 440-930-2399
Fax: 440-249-7653

RECEIVED
FEB 07 2023
BY:

Proposal Submitted To	Mike Burgess	Phone 440-444-2021	Date 2/6/2023
Street	214 Louisiana Ave.	Phone	Email
City, State, Zip	Lorain, OH 44052	Job Location House Only	

	Description
1	Remove all existing roofing down to wood sheathing
2	Install Owens Corning Ice and Water Shield Membrane 3 ft. at all gutter edges per Code
3	Install Ice and Water shield around all pipes, chimneys & 3 ft. in valleys
4	Install new Owens Corning fully synthetic felt paper over remaining tearoff area
5	Install Drip Edge at entire perimeter roof edge
6	Install Owens Corning starter course at entire perimeter roof edge
7	Install new fiberglass base mat, asphalt self-sealing 50 year Dimensional shingles, nailed on
8	Install Owens Corning (ProEdge) Dimensional Hip & Ridge caps
9	Manufacturer Owens Corning (Duration), color _____
10	Fabricate and install new aluminum Valley flashing
11	Fabricate and install new aluminum Chimney flashing
12	Install new pipe flashing
13	Install new Step Tins as necessary
14	Remove and plate over existing gravity air vents
15	Install Shingle Over style Exhaust Ridge Venting on all ridges
16	Supply building permits
17	Clean up and remove all exterior roofing debris
18	50-year warranty on Shingles from the manufacturer
19	10-year warranty on workmanship defects from NewCastle Roofing
20	Note: Bad wood will be replaced as an extra if necessary, cost on time and material basis
21	Contractor not responsible for cracked or popped plaster
22	Base Price..... $ 8,850.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ dollars ($_____).

Payment to be made as follows: 1/3 down, balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Terms: Bill payable upon receipt of invoice. Interest will be charged after 30 days from billing date at a rate of 1 1/2% per month. Which is an annual rate of 18%.

Authorized Signature Kyle Ott

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL -

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

Signature: _____

Date of Acceptance: _____

Signature: _____

This proposal may be cancelled at any time prior to midnight of the third business day after the date of this transaction.

Proposal

Email: Office@NewCastleRoofing.net

www.NewCastleRoofing.net



NewCastle Roofing
& Remodeling, Inc.

759 A Avon Belden Rd.
Avon Lake, OH 44012

Phone: 440-930-2399
Fax: 440-249-7653

Proposal Submitted To: Mike Burgess	Phone: 440-444-2021	Date: 2/6/2023
Street: 214 Louisiana Ave.	Phone	Email
City, State, Zip: Lorain, OH 44052	Job Location: Garage Only	

	Description
1	Remove all existing roofing down to wood sheathing
2	Install new Owens Corning fully synthetic felt paper over remaining tearoff area
3	Install Drip Edge at entire perimeter roof edge
4	Install Owens Corning starter course at entire perimeter roof edge
5	Install new fiberglass base mat, asphalt self-sealing 50 year Dimensional shingles, nailed on
6	Install Owens Corning (ProEdge) Dimensional Hip & Ridge caps
7	Manufacturer Owens Corning (Duration), color _____
8	Install Shingle Over style Exhaust Ridge Venting on all ridges
9	Supply building permits
10	Clean up and remove all exterior roofing debris
11	50-year warranty on Shingles from the manufacturer
12	10-year warranty on workmanship defects from NewCastle Roofing
13	Note: Bad wood will be replaced as an extra if necessary, cost on time and material basis
14	Base Price..... $ 3,450.00
15	Price when done at same time as house, reduced by $850

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ dollars ($_____).

Payment to be made as follows: 1/3 down, balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Terms: Bill payable upon receipt of invoice. Interest will be charged after 30 days from billing date at a rate of 1½% per month. Which is an annual rate of 18%.

Authorized Signature: Kyle Ott

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL -

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

Signature: _____

Signature: _____

Date of Acceptance: _____

This proposal may be cancelled at any time prior to midnight of the third business day after the date of this transaction.

Proposal

Email: Office@NewCastleRoofing.net

www.NewCastleRoofing.net

759 A Avon Belden Rd.
Avon Lake, OH 44012

NewCastle Roofing
& Remodeling, Inc.

Phone: 440-930-2399
Fax: 440-249-7653

Proposal Submitted To	Phone	Date
Mike Burgess	440-444-2021	2/6/2023
Street	**Phone**	**Email**
214 Louisiana Ave.		
City, State, Zip	**Job Location**	
Lorain, OH 44052		

	Description		
	Options		
1	Remove and dispose of existing gutters and downspouting on entire house		
2	Install new 5 inch, 032 gauge, seamless aluminum gutters & 3 inch standard downspouting		
3	All gutters hung with hidden screw hangars. Color_____		
4	Total Cost Labor and Material:	$	1,100.00
1	Install Alcoa brand Leaf Relief aluminum gutter guard system on house gutters		
2	Additional Cost:	$	600.00
1	Install Kwik Cover brand aluminum gutter guard system on house gutters		
2	Additional Cost:	$	450.00
1	Remove and dispose of existing gutters and downspouting on entire garage		
2	Install new 5 inch, 032 gauge, seamless aluminum gutters & 3 inch standard downspouting		
3	All gutters hung with hidden screw hangars. Color_____		
4	Total Cost Labor and Material:	$	450.00
1	Install Alcoa brand Leaf Relief aluminum gutter guard system on garage gutters		
2	Additional Cost:	$	300.00
1	Install Kwik Cover brand aluminum gutter guard system on garage gutters		
2	Additional Cost:	$	200.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ dollars ($_____).

Payment to be made as follows: 1/3 down, balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Terms: Bill payable upon receipt of invoice. Interest will be charged after 30 days from billing date at a rate of 1 1/2% per month. Which is an annual rate of 18%.

Authorized Signature Kyle Ott

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL -

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

Signature: _____

Date of Acceptance: _____

Signature: _____

This proposal may be cancelled at any time prior to midnight of the third business day after the date of this transaction.

COATES BROS ROOFING, LLC

7516 West River Rd.
Elyria, OH 44035
(440) 322-1343
FAX: (440) 322-5167

RECEIVED
FEB 07 2023
BY:

Name	Michael Burgess
Street Address	214 Louisiana Ave
City, State and Zip Code	Lorain, OH
Phone Number	440-444-2021

Appt Time/Date: 2/11/23

Proposal

We hereby submit specifications and estimates for:

- [x] Residential Roof
- [x] Removal of 1 layer(s) of shingles any extra layers found = + $20 per sq
- [x] Install 2.3 LB felt paper
- [x] Install new 1 1/2 aluminum drip edge
- [x] Install new pipe boots
- [x] Chimney/wall flashings as needed
- [x] Install 30/50 - Year Certainteed Landmark Shingles/Color: ?
- [x] Install new Box vents
- [ ] Remove and reinstall N/A aluminum gutters and downspouts
- [x] Apply ice and water shield on all eaves, in valleys, at walls, around penetrations
- [ ] Add N/A for N/A year shingle upgarde
- [x] Clean up and haul away all job related debris
- [x] Labor provided with a five (5) year Coates Bros. warranty
- [x] Materials provided with Manufacturer's warranty

Please note: Wood deck replacement if needed at $ 6.00 /L.F. 1' x 6' or $ 85.00 sheet of O.S.B.
Labor and materials included

Additional Notes: * Option to add garage - $ 3,003.00

* *Coates Bros. is not liable for dust and debris that may fall into house area during roofing process.* *

** *All permits and fees are the responsibility of the owner's* COATES

We propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of: $ 9,118.00

Payments are to be made as follows: IN FULL UPON COMPLETION

Authorized Coates Bros. Signature: _____ Note: This proposal may be withdrawn if not acceped within 14 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become a charge order over and above the estimate. This proposal may have been taken off of rough prints, as such, all quotes are considered preliminary. All aggreements contingent up strikes, accidents, act of nature or other delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

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

Date of Acceptance: _____ Authorized Signature: _____

COATES BROS. ROOFING, LLC

PROPOSAL

RECEIVED
FEB 09 2023
BY:

7516 West River Rd.
Elyria, OH 44035
(440) 322-1343 Phil 4 731 6100
FAX: (440) 322-5167

APPT. DATE 2/9/23

PROPOSAL SUBMITTED TO		PHONE	DATE
Michael Burgess		440-444-2021	
STREET		PHONE	
214 Louisiana Ave			
CITY, STATE AND ZIP CODE		JOB NAME	
		Burgess	
FAX #	CONTACT	JOB LOCATION	
	Same	Same	

We hereby submit specifications and estimates for:

- Tear off existing gutters on home and garage
- Install new seamless 5" (round) gutters to home and 5" seamless gutters (white) to garage
- Install new 2x3 downspouts to match.
- Add proper amount of hidden hangers.
- Clean up and haul away debris

All Permits and Fees are the Responsibility of the Owner. house only

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: $1,480.00

dollars ($ 1,820.00)

PAYMENT TO BE MADE IN FULL UPON COMPLETION.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:

NOTE: This Proposal may be withdrawn by us if not accepted within 30 days.

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

Signature:

Date of Acceptance:

Signature:

CITY OF LORAIN

Board of Control **2. c.**

Meeting Date: 02/15/2023

Subject:

The Building, Housing and Planning Department requests approval to award Sacred Heart Chapel with a $66,810 American Rescue Plan Act (ARPA) grant categorized under Non-Profit Relief Fund due to the economic impacts of COVID-19. Funds will be paid for out of ARPA funding (2359.R235.6300.3307). This was passed by Lorain City Council on February 6, 2023.

Attachments

Ordinance 35-23

ORDINANCE NO. 35-23

AN ORDINANCE AUTHORIZING AND DIRECTING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A BENEFICIARY AGREEMENT WITH SACRED HEART CHAPEL TO PROVIDE ECONOMIC RELIEF TO THE ORGANIZATION.

WHEREAS, on March 11th of 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) of 2021 which amended Title VI of the Social Security Act (the Act) to add Section 602, which establishes the Coronavirus State Fiscal Recovery Fund (CSFRF), and Section 603, which established the Coronavirus Local Fiscal Recovery Fund (CLFR); and,

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, Local and Tribal governments in responding to the negative economic impacts of the COVID-19 pandemic; and,

WHEREAS, the U.S. Department of the Treasury's Final Rule provides local governments guidance on eligible uses of the funds; the funds may be used to respond to the public health emergency or its negative economic impacts, including crime intervention programs; and,

WHEREAS, the City of Lorain received two appropriations totaling $32,491,585.00 of ARPA Funding from the U.S. Department of Treasury; and,

WHEREAS, to identify the highest and best uses of the funds in eligible spending categories the City of Lorain issued a community survey that collect resident sentiment; and,

WHEREAS, from the results of the community survey the City of Lorain determined the importance of creating economic relief programs to support businesses and nonprofits that have been negatively impacted by the COVID-19 Pandemic; and,

WHEREAS, the City of Lorain administration wanted to ensure the programs complied with all federal regulations and required reports in place prior to releasing the funds; and,

WHEREAS, the City of Lorain has been working diligently with an external consultant on programmatic development and eligibility criteria; and,

WHEREAS, the organization receiving funding applied for through the Nonprofit Relief Fund Program, applications were scored based upon a scoring matrix developed based upon the Final Rule; and,

WHEREAS, the City of Lorain desires to expend ARPA Funding to provide support for our community resources and assets; and,

WHEREAS, it is found that the expenditure outlined in this Ordinance is eligible pursuant to the Final Rule provided by the United States Department of the Treasury.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF LORAIN, STATE OF OHIO:

SECTION I: That the Safety/Service Director of the City of Lorain, Ohio is hereby authorized to enter into a Beneficiary Agreement with Sacred Heart Chapel that is in substantially the same form, as determined by the City of Lorain Law Director, as "Exhibit A" which is attached hereto and made a part hereof by reference.

SECTION II: That the cost of administering the program shall be paid by American Rescue Plan Act Coronavirus State Fiscal Recovery Funds in an amount not to exceed $66,810.00 from the ARPA account 2359.R235.

SECTION III: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

SECTION IV: That this Ordinance shall be in force from and after the earliest period allowed by law.

PASSED: February 6, 2023

PRESIDENT OF COUNCIL

ATTEST: February 6, 2023

CLERK OF COUNCIL

APPROVED: February 6, 2023

MAYOR

“EXHIBIT A”

ARPA-CSLFRF NON-PROFIT RELIEF FUND AGREEMENT

(DIRECT BENEFICIARY PROGRAM)

This ARPA-CSLFRF Non-Profit Relief Fund Agreement (hereinafter referred to as "Agreement") is entered into by and between the **CITY OF LORAIN**, a municipal corporation, whose primary address is 200 E. Erie Ave., Lorain, OH 44053 (hereinafter referred to as the "City") and **SACRED HEART CHAPEL** , a Ohio Not-for-Profit Corporation, whose address is 4301 Pearl Avenue, Lorain, OH 44055 (hereinafter referred to as "Grantee"), to provide for a grant award to Grantee made available through the City's APRA-CSLFRF Non-Profit Relief Fund. Collectively, the City and the Grantee shall be referred to as "Parties."

WHEREAS, the City received an award of ARPA-CSLFRF funds through the United States Department of Treasury ("Treasury") and has created the City of Lorain ARPA-CSLFRF Non-profit Relief Fund Program (the "Non-profit Relief Fund") to provide funding to eligible Non-Profit organizations operating within the City of Lorain (or serving Lorain residents) and were negatively impacted by the COVID-19 pandemic; and,

WHEREAS, Non-profit Organizations that experienced or are experiencing "negative economic impact" as a result of the COVID-19 Pandemic and it's recovery period are encouraged to apply to the Non-profit Relief Fund and can receive assistance in two forms 1) Programmatic Support to assist individuals who are presumed impacted by the COVID-19 Pandemic, or 2) direct financial assistance through the Direct Beneficiary Program Agreement; and,

WHEREAS, Non-profit Relief applications are received on a rolling basis and are only processed once applications are completed. Applications will enter a scoring committee derived from city staff; and,

WHEREAS, a standardized scoring matrix was developed based on criteria outlined in the Treasury Final Rule (31 CFR § 35), 2 CFR § 200, and the organization's capacity to weather financial hardship to determine an applicant's financial eligibility regarding the Non-profit Relief Fund; and,

WHEREAS, once applications are scored, committee members take the average score to determine the financial eligibility range. Once, the financial eligibility range was determined and a representative from the Building, Housing, and Planning Department makes recommendation through a Memorandum to the Mayor and Administration on award range based upon the application and the average score; and,

WHEREAS, a resolution will proceed to Lorain City Council (appropriation of the funds), may require an Ordinance (if funds are equal to or over $50,000) and Board of Control (if amount is equal to or more than 5,000); and,

WHEREAS, once all necessary approvals are received and agreements are established; and,

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived here from, the City and the Grantee do hereby agree as follows:

SECTION 1. DIRECT BENEFICIARY PROGRAM.

A. The Non-profit Relief Fund provides assistance to Non-profit Organizations to offset decreased revenue, financial insecurity, increased expenses, decreased ability to weather financial hardship, covering payroll, rent, mortgage or other operational expenses. The Direct Beneficiary Program provides direct financial support to Non-profit Organizations through the Non-profit Relief Fund.

B. The Direct Beneficiary Program. Funds shall be limited to operational expenses or revenue support for the Non-profit organization which includes but not limited to, rent, mortgage, covering decreased annual revenue, payroll, and other direct operating expenses that do not directly benefit the organizations target population or individuals the organization serves through a program.

SECTION 2. GRANT AWARD.

A. Subject to the terms and conditions of this Agreement, the City shall pay the Grantee $66,810.00 as a grant to assist Grantee with responding to negative financial impacts experienced by Grantee attributable to the COVID-19 pandemic.

B. Time of Performance. Use of the funds shall start on _____day of _____, 2023 and end on the ____ day of _____, 2024. The Term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of funds as determined by the City.

C. Affirmation of Grant Application. By its execution of this Agreement, Grantee hereby certifies and affirms that all information contained in the application for funding submitted by Grantee to the Non-Profit Relief Fund Program is true and correct.

D. Verification of the Grant Funds. Grantee shall be required to submit quarterly Beneficiary Expenditure Plan (BEP) Form attached hereto as Exhibit "A". The BEP Form confirms the Grantee has utilized the funds in an eligible manner as outlined in this agreement include but are not limited to, replacement of lost revenue, covering payroll (due to decrease in various sources of revenue non-profit is unable to compensate employees), operational expenses (rent, mortgage, maintenance to facility). Ineligible expenses include Direct compensation (lump sum) to a single member of the organization, City of Lorain Utility bills, reimbursement for food/drink, lodging, or travel, secondary forms grants (i.e.) subawards, cash, gift cards or other forms of monetary exchange and programmatic development or support to clients being served through the organization/program. Any questions regarding the use of the funds can be directed to the City of Lorain Department of Building, Housing, and Planning. As a requirement of the program quarterly reports shall be submitted on a quarterly basis, no later than thirty (30) days after the end of the quarter subject to such reporting requirements until the funds are extinguished or the performance period is completed by the grantee. The "BEP" Form shall be the only Form accepted as the official reporting document for this Agreement, all other Forms or documents will not be accepted and Grantee is subject to clawback of the grant award pursuant to "Section 4. Federal and Local Clawbacks" of this Agreement.

SECTION 3. PAYMENTS TO GRANTEE SUBJECT TO AVAILABILITY OF FUNDS.

A. The City's performance and obligation to pay Grantee under this Agreement is expressly contingent upon the availability of funding. In the event the ARPA-CSLFRF funding contemplated under this Agreement is either reduced or eliminated for any reason, this Agreement may be terminated by the City immediately upon providing written notice to the Grantee, and the City shall thereafter not be responsibility for payment of any amounts to Grantee.

SECTION 4. FEDERAL AND LOCAL CLAWBACKS.

A. In the Department of the Treasury, or such other state or federal entity having jurisdiction at any time demands the return of funds paid to Grantee pursuant to this Agreement following a state or federal audit or otherwise for any reason, Grantee shall be solely liable for any such amounts and shall return the full amount of the funds in question to the City promptly upon demand.

B. The "BEP" Form shall be submitted quarterly, a more fully defined in Section 2 (D) of this Agreement, and is the only Form accepted as the official reporting document for this Agreement. Any forms or document submitted in place of the BEP Form, or in failing to submit BEP Form, will result in termination and repayment of the grant award in full within 30 days of the termination date.

SECTION 5. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

SECTION 6. COMPLIANCE WITH LAWS.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, and regulations, and City policies and regulations in performing under this Agreement. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Grantee from compliance with same to the extent such law, regulation, or policy is applicable to Grantee's performance under this Agreement.

B. Upon evaluation of the BEP Form, if any funds are found to be used for an ineligible purpose, the amount of the ineligible amount of funds shall be returned to the City of Lorain within 30 days of written notice. If ineligible funds are not paid within the 30 day period the agreement shall be terminated and the grant shall be returned in full to the City of Lorain pursuant to "Section 4. Federal and Local Clawbacks".

C. Dispute Process. – If the Grantee wishes to dispute the clawback provisions in "Section 4. Federal and Local Clawbacks" or "Section 6. Compliance with Laws" the Grantee must submit a dispute letter outlining the rational for failing to file a quarterly "BEP" Form with the Department of Building, Housing, and Planning or outline the rationale for ineligible use of the funds. Dispute letters must be returned to the Department of Building, Housing, and Planning within 14 days of receiving a written notice. The Department of Building, Housing, and Planning will review the dispute letter and make recommendation to the Safety/Service Director based upon compliance rationale. If Grantee's dispute is acknowledged the Grantee will have 14 days to provide a "BEP" Form or eligible receipts. If Grantee fails to provide either a "BEP" Form or eligible receipts the City will continue on the thirty (30) day timeline outlined in Section 4. Federal and Local Clawbacks and "Section6. Compliance with Laws".

SECTION 7. DEBARMENT/SUSPENSION.

A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

SECTION 8. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Grantee shall keep and retain all records generated under this Agreement in accordance with the requirements of the American Rescue Plan Act and all implementing rules, regulations, and guidance, and 2 C.F.R. § 200.334. The minimum retention period for records generated pursuant to this Agreement shall be ten (10) years. In the event of a conflict between applicable retention periods, the longer period shall apply.

B. Grantee shall comply with the Ohio Public Records Law; ORC 149.43 Records made or received in conjunction with this Agreement are public records under Ohio law. Grantee shall keep and maintain public records generated by the Grantee in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the City for refusal by the Grantee to either provide to the City upon request, or to allow inspection and copying of, all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under ORC 149.43.

D. The Grantee acknowledges and agrees that the City, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. In the event any work is subawarded or subcontracted, the Grantee shall similarly require each sub-Grantee and subcontractor to maintain and allow access to such records for audit purposes.

E. The City, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Grantee and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.

F. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

G. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 9. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Warranty. Grantee warrants that it will provide accurate and true information regarding Duplication of Benefits Affidavit attached hereto as Exhibit "B".

D. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Ohio. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

E. Entire Agreement. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

F. Venue. Venue for any litigation arising from this Agreement shall be in Lorain County, Ohio.

E. Notices. Notices required by this Agreement shall be in writing and delivered via e-mail. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

CITY OF LORAIN	SACRED HEART CHAPEL
Contact: Sanford Washington Jr., Director, Safety/ Service	**Contact:** Reverend William A. Thaden Director
Address: 200 W. Erie Avenue, 7th Floor Lorain, Ohio 44052	**Address:** 4301 Pearl Avenue Lorain, OH 44055
Direct Phone: (440) 204-2060	**Direct Phone:** (440) 277-7231
Email: Sanford_Washington@cityoflorain.org	**Email:** sacredheartchapellorain@gmail.com

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF LORAIN [Safety/Service]	SACRED HEART CHAPEL [Grantee]
By:_____	By:_____
Title:_____	Title:_____
Date: _____	Date:_____

[Law Director]

_____
Approved as to Form

Exhibit "A":

BENEFICIARY EXPENDITURE PLAN "BEP" FORM

AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BENEFICIARY EXPENDITURE PLAN (BEP) FORM

Beneficiary Information

Name:	Amount Awarded: $
Contact:	Phone:
COVID Tie Back - Check all the boxes that apply: ☐ Offset due to decrease in annual revenue ☐ Increase in general operating expenses ☐ Increase in administrative time ☐ Increase in bills and expenses ☐ Other:_____	

Operational Expenses

No.	Vendor/Contractor	Item	Expense
1.			$
2.			$
3.			$
4.			$
5.			$
6.			$
7.			$
8.			$
9.			$
10.			$
		Total	**$**

*Please submit proof of purchase for each expense.

Unused Funds

Grant Balance:	**$**
Please indicate intent for unused funds:	

Exhibit "B":

DUPLICATION OF BENEFITS AFFIDAVIT

ARPA-CSLFRF NON-PROFIT RELIEF FUND
(DIRECT BENEFICIARY PROGRAM)
DUPLICATION OF BENEFITS AFFIDAVIT
("AFFIDAVIT")

I _____ affirm the following:

1. I am executing this Affidavit to confirm our financial need to help us recover form economic hardship from the COVID-19 Pandemic. The program through the City of Lorain with Funding from the U.S. Department of Treasury (ARPA-CSLFRF) will alleviate economic hardship my organization/business has encountered.

2. I certify that all materials submitted in my application to the City of Lorain are accurate and true; As detailed in my application, I would like to utilize my funds for the following purposes: _____ as defined as my organizations/businesses "Need".

3. In addition, I have received or will receive the following amounts and types of assistance from the sources listed below ("Duplicative Assistance"):

Potentially Duplicating Benefits	**Awarded Amount**	**Date of Grant/ Loan**	**Amount Expended**	**Grant/Loan Purpose or Use**	**Balance Remaining as Potentially Duplicating Benefits**
Small Business Association (SBA) PPP					
SBA Economic Injury Disaster Loan (EIDL					
Lorain County ARPA Fund					
(OTHER):					
(OTHER):					
Total:					

4. I have received no other assistance funds for the Need stated in Paragraph 2 other than that set forth above in paragraph 2.

5. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–2 254; 132 Stat. 3442). prohibits federal agencies from providing assistance to any person for "any part of such loss" as to which he has received financial assistance under any other program or from insurance or any other source (including but not limited to, FEMA, SBA, the Red Cross, the City, Lorain County, business owner's Insurance, etc.).

6. I understand that the amount of assistance received by Me from City of Lorain must be reduced by the amount of Duplicative Assistance received or that will be received for the Need, from other sources (including but not limited to, FEMA, SBA, the Red Cross, the City, Lorain County, homeowner's insurance, etc.) for the same purpose.

7. Therefore, I understand that if I receive assistance from a source other than City of Lorain (including but not limited to, FEMA, SBA, the Red Cross, the City, Lorain County, homeowner's insurance, etc.) for the Need for the same purpose, I must repay the assistance received from City of Lorain.

8. I certify under State and Federal penalties for perjury and fraud that the information provided above is true and accurate and acknowledge that repayment of all assistance received by Me from City of Lorain, payment of fines and/or imprisonment may be required in the event that I provide false, incomplete or misleading information in this Affidavit or during the rest of this process.

9. **By executing this Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.**

Applicant_____

Signature of Applicant _____Date _____

STATE OF OHIO
SS
LORAIN COUNTY

Before me, a Notary Public, in and for said County and State, personally appeared the above named, _____, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Lorain, Ohio, this ____day of_____, 2023.

S E A L

_____
Notary Public

The City of Lorain, Ohio
Department of Building, Housing And Planning

To: Honorable Mayor Jack W. Bradley
From: Hannah C. Kiraly, MNO, Program Manager I
Subject: ARPA – Sacred Heart Chapel
Date: January 9, 2023
CC: Matt Kusznir, Rick Soto, Sanford Washington, Robyn Davey

Mayor Bradley,
The City of Lorain's Department of Building, Housing, and Planning is recommending *Sacred Heart Chapel* to receive a grant through the Non-Profit Relief Fund Program. After careful consideration of their application, the Office of Community and Economic Development's staff recommends approving *Sacred Heart Chapel* for an amount within the following range, detailed below:

Grant #	Organization	Requested Amount	Use of Funds	Eligible Range per Scoring Process
NR-2022-27	Sacred Heart Chapel	$91,810	Van purchase, parking lot repair, hall repair, upgrade to rectory building, replacement of kitchen equipment	$0 - $75,000+

The scoring process is determined by a set of criteria pursuant to The Final Rule and 2 CFR 200 in conjunction with the organization's application.

Funding for this project will be available once it is approved by the administration, received by Lorain City Council and approved by the Board of Control. An Agreement will then be executed and monitoring of the organization will take place for the duration of the grant cycle.

If you have any questions or concerns regarding this matter, please contact Hannah Kiraly at Hannah_Kiraly@cityoflorain.org.

Please Note: *Recommendations are contingent upon availability of funding and are merely recommendations to the Mayor and the Administration based upon scoring criteria development pursuant to the Final Rule.*

NR - 2022 - 04
Sacred Heart Chapel

THE CITY OF LORAIN

DEPARTMENT OF BUILDING, HOUSING, AND PLANNING

Office of Community and Economic Development

The City of Lorain Recovery Plan - Relief and Recovery Program Scoring Rubrics

INTRODUCTION

To ensure equitable outcomes with the American Rescue Plan Act Funding the Department of Building, Housing, and Planning's office of community and Economic Development created a scoring rubric based upon HUD's CDBG Administration to utilize in awarding various size and scaled organizations and businesses within the City of Lorain to a proper amount of funding to assist them in the necessary recovery. Below is the scale on which organizations and businesses will be eligible.

Overall Eligibility Scoring Rubric					
Covid-19 Economic Impact	**No impact***	**Limited Impact**	**Minor Impact**	**Moderate Impact**	**Severe Impact**
Overall Average Score	**0 - 5**	**6 - 14**	**15 - 22**	**23 - 30**	**31 - 44**
Eligible Award Amounts (caps)	**$0 - $5,000***	**$0 - $10,000**	**$0 - $25,000**	**$0 - $75,000**	**$0 - $75,000+**

FINAL SCORE SHEET

Business/ Organization Name:	Sacred Heart Chapel
Business / Organization is considered to be this impacted by the COVID-19 Pandemic:	Severe Impact
Business/ Organization Received a score of:	32.3
Business / Organization is Eligible to Receive up to:	$ 0 - 75k
Additional Scoring Rationale:	
Notes:	Received funds through this program before.

Financial Unmet Need and COVID-19 Impact Rubric Score:	18
Financial Forecast and Community Impact Rubric Score:	7
Eligibility Rubric Score:	10
Scorer Grand Total:	35
Overall Average Score:	32.3

Financial Unmet Need and COVID-19 Impact Scoring Rubric						
Criteria	No Impact (0)	Limited Impact (1)	Minor Impact (2)	Moderate Impact (3)	Severely Impact (4)	Score
Decreased revenue					x	4
Financial Insecurity				x		3
Increased Costs					x	4
Capacity to weather financial hardship (sustainability)				x		3
Challenges covering operating expenses/payroll/ other					x	4
					Total Rubric Score (Up to 20)	18

Financial Forecast and Community Impact Scoring Rubric						
Community Impact Criteria*	**Very Small (0)**	**Small (1)**	**Medium (2)**	**Big (3)**	**Very Big (4)**	**Score**
Community Need and Benefits				X		3
Organization / Business Capacity to manage Award			Y			2
Finacial Forecast Criteria	**Quite unlikely (4)**	**Slightly unlikely (3)**	**Neutral (2)**	**Slightly likely (1)**	**Quite likely (0)**	**Score**
Financial Feasibility (Likelihood of Recovering)			X			2
					Total Rubric Score (Up to 12)	7

* Community Impact Criteria is based upon a business or organization's ability to manage grants or an influx of capital and distribute it appropriately throughout the community in a timely and beneficial capacity.

Eligibility Scoring Rubric						
Criteria	**Bad (0)**	**Poor (1)**	**Fair (2)**	**Good (3)**	**Excellent (4)**	**Score**
Located in QCT					X	4
Request Rationale				X		3
Use of Funds				X		3
					Total Rubric Score (Up to 12)	10

NR-2022-27

THE CITY OF LORAIN

DEPARTMENT OF BUILDING, HOUSING, AND PLANNING

Office of Community and Economic Development

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Overall Average Score	**0 - 5**	**6 - 14**	**15 - 22**	**23 - 30**	**31 - 44**
Eligible Award Amounts (caps)	**$0 - $5,000***	**$0 - $10,000**	**$0 - $25,000**	**$0 - $75,000**	**$0 - $75,000+**

FINAL SCORE SHEET

Business/ Organization Name:	Sacred Heart Chapel
Business / Organization is considered to be this impacted by the COVID-19 Pandemic:	Severe
Business/ Organization Received a score of:	32.3
Business / Organization is Eligible to Receive up to:	$ 75,000 +
Additional Scoring Rationale:	
Notes:	

Financial Unmet Need and COVID-19 Impact Rubric Score:	13
Financial Forecast and Community Impact Rubric Score:	9
Eligibility Rubric Score:	12
Scorer Grand Total:	34
Overall Average Score:	32.3

Financial Unmet Need and COVID-19 Impact Scoring Rubric						
Criteria	No Impact (0)	Limited Impact (1)	Minor Impact (2)	Moderate Impact (3)	Severely Impact (4)	Score
Decreased revenue				X		3
Financial Insecurity			X			2
Increased Costs				X		3
Capacity to weather financial hardship (sustainability)			X			2
Challenges covering operating expenses/payroll/ other				X		3
					Total Rubric Score (Up to 20)	13

Financial Forecast and Community Impact Scoring Rubric						
Community Impact Criteria*	**Very Small (0)**	**Small (1)**	**Medium (2)**	**Big (3)**	**Very Big (4)**	**Score**
Community Need and Benefits				X		3
Organization / Business Capacity to manage Award					X	4
Finacial Forecast Criteria	**Quite unlikely (4)**	**Slightly unlikely (3)**	**Neutral (2)**	**Slightly likely (1)**	**Quite likely (0)**	**Score**
Financial Feasibility (Likelihood of Recovering)			X			2
					Total Rubric Score (Up to 12)	9

* Community Impact Criteria is based upon a business or organization's ability to manage grants or an influx of capital and distribute it appropriately throughout the community in a timely and beneficial capacity.

Eligibility Scoring Rubric						
Criteria	**Bad (0)**	**Poor (1)**	**Fair (2)**	**Good (3)**	**Excellent (4)**	**Score**
Located in QCT					X	4
Request Rationale					X	4
Use of Funds					X	4
					Total Rubric Score (Up to 12)	12

NR-2022-27

THE CITY OF LORAIN

DEPARTMENT OF BUILDING, HOUSING, AND PLANNING

Office of Community and Economic Development

The City of Lorain Recovery Plan - Relief and Recovery Program Scoring Rubrics

INTRODUCTION

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Overall Average Score	**0 - 5**	**6 - 14**	**15 - 22**	**23 - 30**	**31 - 44**
Eligible Award Amounts (caps)	**$0 - $5,000***	**$0 - $10,000**	**$0 - $25,000**	**$0 - $75,000**	**$0 - $75,000+**

FINAL SCORE SHEET

Business/ Organization Name:	sacred heart chapel
Business / Organization is considered to be this impacted by the COVID-19 Pandemic:	32.3
Business/ Organization Received a score of:	severe
Business / Organization is Eligible to Receive up to:	$ 75,000+
Additional Scoring Rationale:	
Notes:	

Financial Unmet Need and COVID-19 Impact Rubric Score:	11
Financial Forecast and Community Impact Rubric Score:	7
Eligibility Rubric Score:	10
Scorer Grand Total:	28
Overall Average Score:	32.3

Financial Unmet Need and COVID-19 Impact Scoring Rubric						
Criteria	No Impact (0)	Limited Impact (1)	Minor Impact (2)	Moderate Impact (3)	Severely Impact (4)	Score
Decreased revenue		1				1
Financial Insecurity			2			2
Increased Costs				3		3
Capacity to weather financial hardship (sustainability)			2			2
Challenges covering operating expenses/payroll/ other				3		3
					Total Rubric Score (Up to 20)	11

Financial Forecast and Community Impact Scoring Rubric						
Community Impact Criteria*	**Very Small (0)**	**Small (1)**	**Medium (2)**	**Big (3)**	**Very Big (4)**	**Score**
Community Need and Benefits					4	4
Organization / Business Capacity to manage Award			2			2
Finacial Forecast Criteria	**Quite unlikely (4)**	**Slightly unlikely (3)**	**Neutral (2)**	**Slightly likely (1)**	**Quite likely (0)**	**Score**
Financial Feasibility (Likelihood of Recovering)				1		1
					Total Rubric Score (Up to 12)	7

* Community Impact Criteria is based upon a business or organization's ability to manage grants or an influx of capital and distribute it appropriately throughout the community in a timely and beneficial capacity.

Eligibility Scoring Rubric						
Criteria	**Bad (0)**	**Poor (1)**	**Fair (2)**	**Good (3)**	**Excellent (4)**	**Score**
Located in QCT		[redacted]			4	4
Request Rationale				3		3
Use of Funds				3		3
					Total Rubric Score (Up to 12)	10

CITY OF LORAIN

City Council Regular Meeting **10. g.**

Meeting Date: 01/17/2023

Submitted by: Hannah Kiraly, Program Manager

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING AND DIRECTING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A BENEFICIARY AGREEMENT WITH SACRED HEART CHAPEL TO PROVIDE ECONOMIC RELIEF TO THE ORGANIZATION.

PURPOSE AND BACKGROUND:

The Nonprofit Relief Program provides financial relief for nonprofit organizations providing services to impacted and disproportionately impacted residents of the City of Lorain or that have been negatively affected by the COVID-19 Pandemic.

RECOMMENDATION TO COUNCIL:

Recommend a motion to waive the three-reading rule and pass unanimously.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y

Estimated Total Expenditure: $66,810.00

List of Funding Source and/or Account Number: ARPA

Estimate of Incoming Revenue (fees, grants, etc.): 0.00

Financing Requirements (Bonds, Loans, Lease, etc.):

Providing a Beneficiary grant to the organization providing economic relief due to the COVID-19 pandemic.

Attachments

Ordinance

Recommendation Memo

Form Review

Inbox	Reviewed By	Date
M. Kusznir	Matt Kusznir	01/11/2023 09:07 AM
Washington	Sanford Washington	01/11/2023 09:59 AM
Mayor Bradley	Hannah Kiraly	01/11/2023 10:05 AM
Kiraly (Originator)	Hannah Kiraly	01/11/2023 10:09 AM
M. Kusznir	Hannah Kiraly	01/11/2023 10:11 AM
Kiraly (Originator)	Hannah Kiraly	01/11/2023 10:15 AM
M. Kusznir	Matt Kusznir	01/11/2023 11:52 AM
Washington	Sanford Washington	01/11/2023 01:02 PM

Mayor Bradley	Jack Bradley	01/11/2023 05:03 PM
Washington	Sanford Washington	01/11/2023 07:16 PM
Mayor Bradley	Jack Bradley	01/12/2023 08:40 AM
K. Shawver	Karen Shawver	01/12/2023 08:56 AM
Kiraly (Originator)	Hannah Kiraly	01/12/2023 09:02 AM
K. Shawver	Karen Shawver	01/12/2023 09:05 AM
P. Riley	Michele Beko	01/12/2023 11:52 AM

Form Started By: Hannah Kiraly Started On: 01/10/2023 01:16 PM

Final Approval Date: 01/12/2023

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Fallis	✓		Nutt	✓	
Dimacchia	✓		Moon	✓	
Springowski	✓		Carrion	Abstain	
Henley	✓		Shawver	✓	
Kempton	✓		Thornsberry		✓
Carter	✓		Arredondo		

CITY OF LORAIN

Board of Control **2. d.**

Meeting Date: 02/15/2023

Subject:

The Building, Housing and Planning Department requests approval to award the Lorain Historical Society with a $70,000 American Rescue Plan Act (ARPA) grant categorized under Non-Profit Relief Fund due to economic impacts of COVID-19. Funds will be paid for out of ARPA funding (2359.R235.6300.3307). This was passed by Lorain City Council on February 6, 2023.

Attachments

Ordinance 34-23

ORDINANCE NO. 34-23

AN ORDINANCE AUTHORIZING AND DIRECTING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A BENEFICIARY AGREEMENT WITH LORAIN HISTORICAL SOCIETY TO PROVIDE ECONOMIC RELIEF TO THE ORGANIZATION.

WHEREAS, on March 11th of 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) of 2021 which amended Title VI of the Social Security Act (the Act) to add Section 602, which establishes the Coronavirus State Fiscal Recovery Fund (CSFRF), and Section 603, which established the Coronavirus Local Fiscal Recovery Fund (CLFR); and,

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, Local and Tribal governments in responding to the negative economic impacts of the COVID-19 pandemic; and,

WHEREAS, the U.S. Department of the Treasury's Final Rule provides local governments guidance on eligible uses of the funds; the funds may be used to respond to the public health emergency or its negative economic impacts, including crime intervention programs; and,

WHEREAS, the City of Lorain received two appropriations totaling $32,491,585.00 of ARPA Funding from the U.S. Department of Treasury; and,

WHEREAS, to identify the highest and best uses of the funds in eligible spending categories the City of Lorain issued a community survey that collect resident sentiment; and,

WHEREAS, from the results of the community survey the City of Lorain determined the importance of creating economic relief programs to support businesses and nonprofits that have been negatively impacted by the COVID-19 Pandemic; and,

WHEREAS, the City of Lorain administration wanted to ensure the programs complied with all federal regulations and required reports in place prior to releasing the funds; and,

WHEREAS, the City of Lorain has been working diligently with an external consultant on programmatic development and eligibility criteria; and,

WHEREAS, the organization receiving funding applied for through the Nonprofit Relief Fund Program, applications were scored based upon a scoring matrix developed based upon the Final Rule; and,

WHEREAS, the City of Lorain desires to expend ARPA Funding to provide support for our community resources and assets; and,

WHEREAS, it is found that the expenditure outlined in this Ordinance is eligible pursuant to the Final Rule provided by the United States Department of the Treasury.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF LORAIN, STATE OF OHIO:

SECTION I: That the Safety/Service Director of the City of Lorain, Ohio is hereby authorized to enter into a Beneficiary Agreement with Lorain Historical Society that is in substantially the same form, as determined by the City of Lorain Law Director, as "Exhibit A" which is attached hereto and made a part hereof by reference.

SECTION II: That the cost of administering the program shall be paid by American Rescue Plan Act Coronavirus State Fiscal Recovery Funds in an amount not to exceed $70,000.00 from the ARPA account 2359.R235.

SECTION III: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

SECTION IV: That this Ordinance shall be in force from and after the earliest period allowed by law.

PASSED: February 6, 2023

PRESIDENT OF COUNCIL

ATTEST: February 6, 2023 Brianna Dull

CLERK OF COUNCIL

APPROVED: February 6, 2023 J Bradley

MAYOR

“EXHIBIT A”

ARPA-CSLFRF NON-PROFIT RELIEF FUND AGREEMENT

(DIRECT BENEFICIARY PROGRAM)

This ARPA-CSLFRF Non-Profit Relief Fund Agreement (hereinafter referred to as "Agreement") is entered into by and between the **CITY OF LORAIN**, a municipal corporation, whose primary address is 200 E. Erie Ave., Lorain, OH 44053 (hereinafter referred to as the "City") and **LORAIN HISTORICAL SOCIETY** , a Ohio Not-for-Profit Corporation, whose address is 329 w. 10TH Street, Lorain, OH 44052 (hereinafter referred to as "Grantee"), to provide for a grant award to Grantee made available through the City's APRA-CSLFRF Non-Profit Relief Fund. Collectively, the City and the Grantee shall be referred to as "Parties."

WHEREAS, the City received an award of ARPA-CSLFRF funds through the United States Department of Treasury ("Treasury") and has created the City of Lorain ARPA-CSLFRF Non-profit Relief Fund Program (the "Non-profit Relief Fund") to provide funding to eligible Non-Profit organizations operating within the City of Lorain (or serving Lorain residents) and were negatively impacted by the COVID-19 pandemic; and,

WHEREAS, Non-profit Organizations that experienced or are experiencing "negative economic impact" as a result of the COVID-19 Pandemic and it's recovery period are encouraged to apply to the Non-profit Relief Fund and can receive assistance in two forms 1) Programmatic Support to assist individuals who are presumed impacted by the COVID-19 Pandemic, or 2) direct financial assistance through the Direct Beneficiary Program Agreement; and,

WHEREAS, Non-profit Relief applications are received on a rolling basis and are only processed once applications are completed. Applications will enter a scoring committee derived from city staff; and,

WHEREAS, a standardized scoring matrix was developed based on criteria outlined in the Treasury Final Rule (31 CFR § 35), 2 CFR § 200, and the organization's capacity to weather financial hardship to determine an applicant's financial eligibility regarding the Non-profit Relief Fund; and,

WHEREAS, once applications are scored, committee members take the average score to determine the financial eligibility range. Once, the financial eligibility range was determined and a representative from the Building, Housing, and Planning Department makes recommendation through a Memorandum to the Mayor and Administration on award range based upon the application and the average score; and,

WHEREAS, a resolution will proceed to Lorain City Council (appropriation of the funds), may require an Ordinance (if funds are equal to or over $50,000) and Board of Control (if amount is equal to or more than 5,000); and,

WHEREAS, once all necessary approvals are received and agreements are established; and,

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived here from, the City and the Grantee do hereby agree as follows:

SECTION 1. DIRECT BENEFICIARY PROGRAM.

A. The Non-profit Relief Fund provides assistance to Non-profit Organizations to offset decreased revenue, financial insecurity, increased expenses, decreased ability to weather financial hardship, covering payroll, rent, mortgage or other operational expenses. The Direct Beneficiary Program provides direct financial support to Non-profit Organizations through the Non-profit Relief Fund.

B. The Direct Beneficiary Program. Funds shall be limited to operational expenses or revenue support for the Non-profit organization which includes but not limited to, rent, mortgage, covering decreased annual revenue, payroll, and other direct operating expenses that do not directly benefit the organizations target population or individuals the organization serves through a program.

SECTION 2. GRANT AWARD.

A. Subject to the terms and conditions of this Agreement, the City shall pay the Grantee $70,000 as a grant to assist Grantee with responding to negative financial impacts experienced by Grantee attributable to the COVID-19 pandemic.

B. Time of Performance. Use of the funds shall start on _____day of _____, 2023 and end on the ____ day of _____, 2024. The Term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of funds as determined by the City.

C. Affirmation of Grant Application. By its execution of this Agreement, Grantee hereby certifies and affirms that all information contained in the application for funding submitted by Grantee to the Non-Profit Relief Fund Program is true and correct.

D. Verification of the Grant Funds. Grantee shall be required to submit quarterly Beneficiary Expenditure Plan (BEP) Form attached hereto as Exhibit "A". The BEP Form confirms the Grantee has utilized the funds in an eligible manner as outlined in this agreement include but are not limited to, replacement of lost revenue, covering payroll (due to decrease in various sources of revenue non-profit is unable to compensate employees), operational expenses (rent, mortgage, maintenance to facility). Ineligible expenses include Direct compensation (lump sum) to a single member of the organization, City of Lorain Utility bills, reimbursement for food/drink, lodging, or travel, secondary forms grants (i.e.) subawards, cash, gift cards or other forms of monetary exchange and programmatic development or support to clients being served through the organization/program. Any questions regarding the use of the funds can be directed to the City of Lorain Department of Building, Housing, and Planning. As a requirement of the program quarterly reports shall be submitted on a quarterly basis, no later than thirty (30) days after the end of the quarter subject to such reporting requirements until the funds are extinguished or the performance period is completed by the grantee. The "BEP" Form shall be the only Form accepted as the official reporting document for this Agreement, all other Forms or documents will not be accepted and Grantee is subject to clawback of the grant award pursuant to "Section 4. Federal and Local Clawbacks" of this Agreement.

SECTION 3. PAYMENTS TO GRANTEE SUBJECT TO AVAILABILITY OF FUNDS.

A. The City's performance and obligation to pay Grantee under this Agreement is expressly contingent upon the availability of funding. In the event the ARPA-CSLFRF funding contemplated under this Agreement is either reduced or eliminated for any reason, this Agreement may be terminated by the City immediately upon providing written notice to the Grantee, and the City shall thereafter not be responsibility for payment of any amounts to Grantee.

SECTION 4. FEDERAL AND LOCAL CLAWBACKS.

A. In the Department of the Treasury, or such other state or federal entity having jurisdiction at any time demands the return of funds paid to Grantee pursuant to this Agreement following a state or federal audit or otherwise for any reason, Grantee shall be solely liable for any such amounts and shall return the full amount of the funds in question to the City promptly upon demand.

B. The "BEP" Form shall be submitted quarterly, a more fully defined in Section 2 (D) of this Agreement, and is the only Form accepted as the official reporting document for this Agreement. Any forms or document submitted in place of the BEP Form, or in failing to submit BEP Form, will result in termination and repayment of the grant award in full within 30 days of the termination date.

SECTION 5. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

SECTION 6. COMPLIANCE WITH LAWS.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, and regulations, and City policies and regulations in performing under this Agreement. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Grantee from compliance with same to the extent such law, regulation, or policy is applicable to Grantee's performance under this Agreement.

B. Upon evaluation of the BEP Form, if any funds are found to be used for an ineligible purpose, the amount of the ineligible amount of funds shall be returned to the City of Lorain within 30 days of written notice. If ineligible funds are not paid within the 30 day period the agreement shall be terminated and the grant shall be returned in full to the City of Lorain pursuant to "Section 4. Federal and Local Clawbacks".

C. Dispute Process. – If the Grantee wishes to dispute the clawback provisions in "Section 4. Federal and Local Clawbacks" or "Section 6. Compliance with Laws" the Grantee must submit a dispute letter outlining the rational for failing to file a quarterly "BEP" Form with the Department of Building, Housing, and Planning or outline the rationale for ineligible use of the funds. Dispute letters must be returned to the Department of Building, Housing, and Planning within 14 days of receiving a written notice. The Department of Building, Housing, and Planning will review the dispute letter and make recommendation to the Safety/Service Director based upon compliance rationale. If Grantee's dispute is acknowledged the Grantee will have 14 days to provide a "BEP" Form or eligible receipts. If Grantee fails to provide either a "BEP" Form or eligible receipts the City will continue on the thirty (30) day timeline outlined in Section 4. Federal and Local Clawbacks and "Section6. Compliance with Laws".

SECTION 7. DEBARMENT/SUSPENSION.

A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

SECTION 8. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Grantee shall keep and retain all records generated under this Agreement in accordance with the requirements of the American Rescue Plan Act and all implementing rules, regulations, and guidance, and 2 C.F.R. § 200.334. The minimum retention period for records generated pursuant to this Agreement shall be ten (10) years. In the event of a conflict between applicable retention periods, the longer period shall apply.

B. Grantee shall comply with the Ohio Public Records Law; ORC 149.43 Records made or received in conjunction with this Agreement are public records under Ohio law. Grantee shall keep and maintain public records generated by the Grantee in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the City for refusal by the Grantee to either provide to the City upon request, or to allow inspection and copying of, all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under ORC 149.43.

D. The Grantee acknowledges and agrees that the City, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. In the event any work is subawarded or subcontracted, the Grantee shall similarly require each sub-Grantee and subcontractor to maintain and allow access to such records for audit purposes.

E. The City, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Grantee and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.

F. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

G. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 9. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Warranty. Grantee warrants that it will provide accurate and true information regarding Duplication of Benefits Affidavit attached hereto as Exhibit "B".

D. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Ohio. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

E. Entire Agreement. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

F. Venue. Venue for any litigation arising from this Agreement shall be in Lorain County, Ohio.

E. Notices. Notices required by this Agreement shall be in writing and delivered via e-mail. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

CITY OF LORAIN	LORAIN HISTORICAL SOCIETY
Contact: Sanford Washington Jr., Director, Safety/ Service	**Contact:** Barbara A. Piscopo Director
Address: 200 W. Erie Avenue, 7th Floor Lorain, Ohio 44052	**Address:** 329 W. 10th Street Lorain, OH 44052
Direct Phone: (440) 204-2060	**Direct Phone:** (440) 245-2563
Email: Sanford_Washington@cityoflorain.org	**Email:** bpiscopo@lorainhistory.org

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF LORAIN [Safety/Service]	LORAIN HISTORICAL SOCIETY [Grantee]
By:_____	By:_____
Title:_____	Title:_____
Date: _____	Date:_____

[Law Director]

_____
Approved as to Form

Exhibit "A":

BENEFICIARY EXPENDITURE PLAN "BEP" FORM

AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BENEFICIARY EXPENDITURE PLAN (BEP) FORM

Beneficiary Information

Name:	Amount Awarded: $
Contact:	Phone:
COVID Tie Back - Check all the boxes that apply: ☐ Offset due to decrease in annual revenue ☐ Increase in general operating expenses ☐ Increase in administrative time ☐ Increase in bills and expenses ☐ Other:_____	

Operational Expenses

No.	Vendor/Contractor	Item	Expense
1.			$
2.			$
3.			$
4.			$
5.			$
6.			$
7.			$
8.			$
9.			$
10.			$
		Total	**$**

*Please submit proof of purchase for each expense.

Unused Funds

Grant Balance:	**$**
Please indicate intent for unused funds:	

Exhibit "B":

DUPLICATION OF BENEFITS AFFIDAVIT

ARPA-CSLFRF NON-PROFIT RELIEF FUND
(DIRECT BENEFICIARY PROGRAM)
DUPLICATION OF BENEFITS AFFIDAVIT
("AFFIDAVIT")

I _____ affirm the following:

1. I am executing this Affidavit to confirm our financial need to help us recover form economic hardship from the COVID-19 Pandemic. The program through the City of Lorain with Funding from the U.S. Department of Treasury (ARPA-CSLFRF) will alleviate economic hardship my organization/business has encountered.

2. I certify that all materials submitted in my application to the City of Lorain are accurate and true; As detailed in my application, I would like to utilize my funds for the following purposes: _____ as defined as my organizations/businesses "Need".

3. In addition, I have received or will receive the following amounts and types of assistance from the sources listed below ("Duplicative Assistance"):

Potentially Duplicating Benefits	**Awarded Amount**	**Date of Grant/ Loan**	**Amount Expended**	**Grant/Loan Purpose or Use**	**Balance Remaining as Potentially Duplicating Benefits**
Small Business Association (SBA) PPP					
SBA Economic Injury Disaster Loan (EIDL					
Lorain County ARPA Fund					
(OTHER):					
(OTHER):					
Total:					

4. I have received no other assistance funds for the Need stated in Paragraph 2 other than that set forth above in paragraph 2.

5. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–2 254; 132 Stat. 3442). prohibits federal agencies from providing assistance to any person for "any part of such loss" as to which he has received financial assistance under any other program or from insurance or any other source (including but not limited to, FEMA, SBA, the Red Cross, the City, Lorain County, business owner's Insurance, etc.).

6. I understand that the amount of assistance received by Me from City of Lorain must be reduced by the amount of Duplicative Assistance received or that will be received for the Need, from other sources (including but not limited to, FEMA, SBA, the Red Cross, the City, Lorain County, homeowner's insurance, etc.) for the same purpose.

7. Therefore, I understand that if I receive assistance from a source other than City of Lorain (including but not limited to, FEMA, SBA, the Red Cross, the City, Lorain County, homeowner's insurance, etc.) for the Need for the same purpose, I must repay the assistance received from City of Lorain.

8. I certify under State and Federal penalties for perjury and fraud that the information provided above is true and accurate and acknowledge that repayment of all assistance received by Me from City of Lorain, payment of fines and/or imprisonment may be required in the event that I provide false, incomplete or misleading information in this Affidavit or during the rest of this process.

9. **By executing this Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.**

Applicant_____

Signature of Applicant _____Date _____

STATE OF OHIO
SS
LORAIN COUNTY

Before me, a Notary Public, in and for said County and State, personally appeared the above named,

_____, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Lorain, Ohio, this ____day of_____, 2023.

_____

S E A L Notary Public

The City of Lorain, Ohio
Department of Building, Housing And Planning

To: Honorable Mayor Jack W. Bradley
From: Hannah C. Kiraly, MNO, Program Manager I
Subject: ARPA – Lorain Historical Society
Date: January 9,2023
CC: Matt Kusznir, Rick Soto, Sanford Washington, Robyn Davey

Mayor Bradley,
The City of Lorain's Department of Building, Housing, and Planning is recommending Lorain Historical Society to receive a grant through the Non-Profit Relief Fund Program. After careful consideration of their application, the Office of Community and Economic Development's staff recommends approving Lorain Historical Society for an amount within the following range, detailed below:

Grant #	Organization	Requested Amount	Use of Funds	Eligible Range per Scoring Process
NR-2022-29	Lorain Historical Society	$70,000	offset due to decrease in annual revenue	$0 - $75,000+

The scoring process is determined by a set of criteria pursuant to The Final Rule and 2 CFR 200 in conjunction with the organization's application.

Funding for this project will be available once it is approved by the administration, received by Lorain City Council and approved by the Board of Control. An Agreement will then be executed and monitoring of the organization will take place for the duration of the grant cycle.

If you have any questions or concerns regarding this matter, please contact Hannah Kiraly at Hannah_Kiraly@cityoflorain.org.

Please Note: *Recommendations are contingent upon availability of funding and are merely recommendations to the Mayor and the Administration based upon scoring criteria development pursuant to the Final Rule.*

NR-2022-28

THE CITY OF LORAIN

DEPARTMENT OF BUILDING, HOUSING, AND PLANNING

Office of Community and Economic Development

The City of Lorain Recovery Plan - Relief and Recovery Program Scoring Rubrics

INTRODUCTION

To ensure equitable outcomes with the American Rescue Plan Act Funding the Department of Building, Housing, and Planning's office of community and Economic Development created a scoring rubric based upon HUD's CDBG Administration to utilize in awarding various size and scaled organizations and businesses within the City of Lorain to a proper amount of funding to assist them in the necessary recovery. Below is the scale on which organizations and businesses will be eligible.

Overall Eligibility Scoring Rubric					
Covid-19 Economic Impact	**No impact***	**Limited Impact**	**Minor Impact**	**Moderate Impact**	**Severe Impact**
Overall Average Score	**0 - 5**	**6 - 14**	**15 - 22**	**23 - 30**	**31 - 44**
Eligible Award Amounts (caps)	**$0 - $5,000***	**$0 - $10,000**	**$0 - $25,000**	**$0 - $75,000**	**$0 - $75,000+**

FINAL SCORE SHEET

Business/ Organization Name:	Lorain Historical Society
Business / Organization is considered to be this impacted by the COVID-19 Pandemic:	severe
Business/ Organization Received a score of:	31.3
Business / Organization is Eligible to Receive up to:	$ 75,000 +
Additional Scoring Rationale:	
Notes:	

Financial Unmet Need and COVID-19 Impact Rubric Score:	12
Financial Forecast and Community Impact Rubric Score:	8
Eligibility Rubric Score:	8
Scorer Grand Total:	28
Overall Average Score:	31.3

Financial Unmet Need and COVID-19 Impact Scoring Rubric						
Criteria	No Impact (0)	Limited Impact (1)	Minor Impact (2)	Moderate Impact (3)	Severely Impact (4)	Score
Decreased revenue				3		3
Financial Insecurity			2			2
Increased Costs			2			2
Capacity to weather financial hardship (sustainability)			2			2
Challenges covering operating expenses/payroll/ other				3		3
					Total Rubric Score (Up to 20)	12

Financial Forecast and Community Impact Scoring Rubric						
Community Impact Criteria*	**Very Small (0)**	**Small (1)**	**Medium (2)**	**Big (3)**	**Very Big (4)**	**Score**
Community Need and Benefits					4	4
Organization / Business Capacity to manage Award				3		3
Finacial Forecast Criteria	**Quite unlikely (4)**	**Slightly unlikely (3)**	**Neutral (2)**	**Slightly likely (1)**	**Quite likely (0)**	**Score**
Financial Feasibility (Likelihood of Recovering)				1		1
					Total Rubric Score (Up to 12)	8

* Community Impact Criteria is based upon a business or organization's ability to manage grants or an influx of capital and distribute it appropriately throughout the community in a timely and beneficial capacity.

Eligibility Scoring Rubric						
Criteria	**Bad (0)**	**Poor (1)**	**Fair (2)**	**Good (3)**	**Excellent (4)**	**Score**
Located in QCT					4	4
Request Rationale			2			2
Use of Funds			2			2
					Total Rubric Score (Up to 12)	8

NR - 2022 - 28
Lorain Historical Society

THE CITY OF LORAIN

DEPARTMENT OF BUILDING, HOUSING, AND PLANNING

Office of Community and Economic Development

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Covid-19 Economic Impact	**No impact***	**Limited Impact**	**Minor Impact**	**Moderate Impact**	**Severe Impact**
Overall Average Score	**0 - 5**	**6 - 14**	**15 - 22**	**23 - 30**	**31 - 44**
Eligible Award Amounts (caps)	**$0 - $5,000***	**$0 - $10,000**	**$0 - $25,000**	**$0 - $75,000**	**$0 - $75,000+**

FINAL SCORE SHEET

Business/ Organization Name:	Lorain Historical Society
Business / Organization is considered to be this impacted by the COVID-19 Pandemic:	Severe Impact
Business/ Organization Received a score of:	31.3
Business / Organization is Eligible to Receive up to:	$ 0.+ 75,000
Additional Scoring Rationale:	
Notes:	Recieved Arpa funding before for operating expenses.

Financial Unmet Need and COVID-19 Impact Rubric Score:	15
Financial Forecast and Community Impact Rubric Score:	8
Eligibility Rubric Score:	8
Scorer Grand Total:	31
Overall Average Score:	31.3

Financial Unmet Need and COVID-19 Impact Scoring Rubric						
Criteria	No Impact (0)	Limited Impact (1)	Minor Impact (2)	Moderate Impact (3)	Severely Impact (4)	Score
Decreased revenue				X		3
Financial Insecurity				X		3
Increased Costs				X		3
Capacity to weather financial hardship (sustainability)			X			2
Challenges covering operating expenses/payroll/ other					X	4
					Total Rubric Score (Up to 20)	15

Financial Forecast and Community Impact Scoring Rubric						
Community Impact Criteria*	**Very Small (0)**	**Small (1)**	**Medium (2)**	**Big (3)**	**Very Big (4)**	**Score**
Community Need and Benefits				X		3
Organization / Business Capacity to manage Award				X		3
Finacial Forecast Criteria	**Quite unlikely (4)**	**Slightly unlikely (3)**	**Neutral (2)**	**Slightly likely (1)**	**Quite likely (0)**	**Score**
Financial Feasibility (Likelihood of Recovering)			X			2
					Total Rubric Score (Up to 12)	8

* Community Impact Criteria is based upon a business or organization's ability to manage grants or an influx of capital and distribute it appropriately throughout the community in a timely and beneficial capacity.

Eligibility Scoring Rubric						
Criteria	**Bad (0)**	**Poor (1)**	**Fair (2)**	**Good (3)**	**Excellent (4)**	**Score**
Located in QCT					X	4
Request Rationale			X			2
Use of Funds			X			2
					Total Rubric Score (Up to 12)	8

NK-2022-28

THE CITY OF LORAIN

DEPARTMENT OF BUILDING, HOUSING, AND PLANNING

Office of Community and Economic Development

The City of Lorain Recovery Plan - Relief and Recovery Program Scoring Rubrics

INTRODUCTION

To ensure equitable outcomes with the American Rescue Plan Act Funding the Department of Building, Housing, and Planning's office of community and Economic Development created a scoring rubric based upon HUD's CDBG Administration to utilize in awarding various size and scaled organizations and businesses within the City of Lorain to a proper amount of funding to assist them in the necessary recovery. Below is the scale on which organizations and businesses will be eligible.

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Overall Average Score	**0 - 5**	**6 - 14**	**15 - 22**	**23 - 30**	**31 - 44**
Eligible Award Amounts (caps)	**$0 - $5,000***	**$0 - $10,000**	**$0 - $25,000**	**$0 - $75,000**	**$0 - $75,000+**

FINAL SCORE SHEET

Business/ Organization Name:	Lorain Historical Society
Business / Organization is considered to be this impacted by the COVID-19 Pandemic:	Severe
Business/ Organization Received a score of:	31.3
Business / Organization is Eligible to Receive up to:	$ 75.000 +
Additional Scoring Rationale:	
Notes:	

Financial Unmet Need and COVID-19 Impact Rubric Score:	16
Financial Forecast and Community Impact Rubric Score:	7
Eligibility Rubric Score:	12
Scorer Grand Total:	35
Overall Average Score:	31.3

Financial Unmet Need and COVID-19 Impact Scoring Rubric						
Criteria	No Impact (0)	Limited Impact (1)	Minor Impact (2)	Moderate Impact (3)	Severely Impact (4)	Score
Decreased revenue					X	4
Financial Insecurity				X		3
Increased Costs				X		3
Capacity to weather financial hardship (sustainability)				X		3
Challenges covering operating expenses/payroll/ other				X		3
					Total Rubric Score (Up to 20)	16

Financial Forecast and Community Impact Scoring Rubric						
Community Impact Criteria*	**Very Small (0)**	**Small (1)**	**Medium (2)**	**Big (3)**	**Very Big (4)**	**Score**
Community Need and Benefits				X		3
Organization / Business Capacity to manage Award				X		3
Finacial Forecast Criteria	**Quite unlikely (4)**	**Slightly unlikely (3)**	**Neutral (2)**	**Slightly likely (1)**	**Quite likely (0)**	**Score**
Financial Feasibility (Likelihood of Recovering)				X		1
					Total Rubric Score (Up to 12)	7

* Community Impact Criteria is based upon a business or organization's ability to manage grants or an influx of capital and distribute it appropriately throughout the community in a timely and beneficial capacity.

Eligibility Scoring Rubric						
Criteria	**Bad (0)**	**Poor (1)**	**Fair (2)**	**Good (3)**	**Excellent (4)**	**Score**
Located in QCT					X	4
Request Rationale					X	4
Use of Funds					X	4
					Total Rubric Score (Up to 12)	12

CITY OF LORAIN

City Council Regular Meeting **10. f.**

Meeting Date: 01/17/2023

Submitted by: Hannah Kiraly, Program Manager

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING AND DIRECTING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A BENEFICIARY AGREEMENT WITH LORAIN HISTORICAL SOCIETY TO PROVIDE ECONOMIC RELIEF TO THE ORGANIZATION.

PURPOSE AND BACKGROUND:

The Nonprofit Relief Program provides financial relief for nonprofit organizations providing services to impacted and disproportionately impacted residents of the City of Lorain or that have been negatively affected by the COVID-19 Pandemic.

RECOMMENDATION TO COUNCIL:

Recommend a motion to waive the three-reading rule and pass unanimously.

Fiscal Impact

Funds Available in Current Year Budget (Y/N):	Y
Estimated Total Expenditure:	70,000
List of Funding Source and/or Account Number:	ARPA
Estimate of Incoming Revenue (fees, grants, etc.):	0

Financing Requirements (Bonds, Loans, Lease, etc.):

Providing a Beneficiary grant to the organization providing economic relief due to the COVID-19 pandemic.

Attachments

Ordinance

Recommendation Memo

Form Review

Inbox	Reviewed By	Date
M. Kusznir	Matt Kusznir	01/11/2023 09:07 AM
Washington	Sanford Washington	01/11/2023 09:59 AM
Mayor Bradley	Jack Bradley	01/11/2023 10:06 AM
K. Shawver	Hannah Kiraly	01/11/2023 10:10 AM
Kiraly (Originator)	Hannah Kiraly	01/11/2023 10:16 AM
M. Kusznir	Matt Kusznir	01/11/2023 11:52 AM
Washington	Sanford Washington	01/11/2023 01:02 PM
Mayor Bradley	Jack Bradley	01/11/2023 05:02 PM

K. Shawver	Karen Shawver	01/12/2023 08:57 AM
Kiraly (Originator)	Hannah Kiraly	01/12/2023 09:04 AM
K. Shawver	Karen Shawver	01/12/2023 09:06 AM
P. Riley	Michele Beko	01/12/2023 11:52 AM

Form Started By: Hannah Kiraly Started On: 01/10/2023 01:17 PM

Final Approval Date: 01/12/2023

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Fallis	✓		Nutt	✓	
Dimacchia	✓		Moon	✓	
Springowski	✓		Carrion	✓	
Henley	✓		Shawver	✓	
Kempton	✓		Thornsberry		✓
Carter	✓		Arredondo		

CITY OF LORAIN

Board of Control **2. e.**

Meeting Date: 02/15/2023

Subject:

A request from the Department of Public Property, Paint & Sign Division, for diagnosis and repairs to the Traffic Jet printer by Osburn Associates, Inc. for an amount not to exceed $11,559.52. As the local provider and installer of the Traffic Jet printer, Osburn is the sole source vendor. Funding will be through account 2010.R201.3150.6400.2700, Signs&Zones Supplies.

Attachments

Osburn estimates

Osburn Associates, Inc.
A Manufacturing Company
http://www.OSBURNS.com

Quotation

Date	10/21/2022
Quote #	79354
Expire Date	11/20/2022

Effective May 1st, we have instituted a $200.00 minimum order.

Name / Address	Ship To
City of Lorain 2132 West Park Dr Lorain, OH 44053	City of Lorain Streets Dept 2132 West Park Dr Lorain, OH 44053

"DUE TO THE FLUCTUATING MARKET, PRICES AND AVAILABITY ARE SUBJECT TO CHANGE WITHOUT NOTICE."

Customer Contact	Customer Fax	Rep	FOB	Terms
	440-204-2539	KA		Net 30

Item	Description	Qty	U/M	Unit Price	Total
Drop Ship - Traf...	998323 Print Head Assy VJ-1638	2		2,840.31	5,680.62
Drop Ship - Traf...	998311 Damper Assy	8		144.54	1,156.32
Drop Ship - Traf...	998454 Carriage lock solenoid assembly	1		85.00	85.00
Drop Ship - Traf...	998320 Maintenance Station			637.58	637.58
/Misc. Labor	INSTALLATION	1		2,500.00	2,500.00

All Avery TrafficJet Signs now come with complimentary Anti-Graffiti film and extended warranty. Type IV is now 12 years and Type XI is 15 years.

Thank you for the opportunity, Kristy

Total $10,059.52

Prices are subject to change

PO Box 912, Logan, OH 43138
PH 1-800-523-8917 Fax 1-740-385-7592

All materials are Non-cancellable and Non-returnable unless specified in writing on this quote and or orders.
Prices do not include installation, brackets or hardware unless specified on this quote or order.

Shortages or damaged material must be noted on bill of lading at time of delivery. If not, customer will be responsibile for payment of material.

Signature or PO# required for approval

Prepared By: KRISTY

Also by signing, you agree that all information is correct.

Osburn Associates, Inc.
A Manufacturing Company
http://www.OSBURNS.com

Quotation

Date	2/7/2023
Quote #	80837
Expire Date	3/9/2023

Effective May 1st, we have instituted a $200.00 minimum order.

Name / Address	Ship To
City of Lorain 2132 West Park Dr Lorain, OH 44053	City of Lorain Streets Dept 2132 West Park Dr Lorain, OH 44053

"DUE TO THE FLUCTUATING MARKET, PRICES AND AVAILABITY ARE SUBJECT TO CHANGE WITHOUT NOTICE."

Customer Contact	Customer Fax	Rep	FOB	Terms
	440-204-2539	KA		Net 30

Item	Description	Qty	U/M	Unit Price	Total
/Misc. Signs Item	1 day Diagnosis	1		1,500.00	1,500.00

All Avery TrafficJet Signs now come with complimentary Anti-Graffiti film and extended warranty. Type IV is now 12 years and Type XI is 15 years.

Thank you for the opportunity, Kristy

Total $1,500.00

Prices are subject to change

PO Box 912, Logan, OH 43138
PH 1-800-523-8917 Fax 1-740-385-7592

All materials are Non-cancellable and Non-returnable unless specified in writing on this quote and or orders.
Prices do not include installation, brackets or hardware unless specified on this quote or order.

Shortages or damaged material must be noted on bill of lading at time of delivery. If not, customer will be responsibile for payment of material.

Signature or PO# required for approval

Prepared By: kristy

Also by signing, you agree that all information is correct.

CITY OF LORAIN

Board of Control **2. f.**

Meeting Date: 02/15/2023

Subject:

The Department of Public Property, Paint & Sign Division, is requesting authorization to open a Super Blanket purchase order in the amount of $49,969.40 for traffic marking paint, glass beads, and traffic marking supplies from MD Solutions, Inc. as provided for in Section 5705.41(D)(3) of the Ohio Revised Code. MD solutions holds State of Ohio contract 888-23 for traffic marking paint.

Attachments

MD quote

For BoC

MDSolutions, Inc
Your Sign Support Team

8225 Estates Parkway
Plain City, OH 43064

866.637.6588
614.873.2222
fax 614.873.2220
accounts@md-signs.com

Quote 0050855

Quoted 2/1/2023

Bill To	Ship To
City of Lorain Street Department 2132 West Park Dr Lorain, OH 44053	City of Lorain Street Department 2132 West Park Dr Lorain, OH 44053

Quote Good Thru	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
3/3/2023	UPS Ground	Destination		ndl	NDL	Net 30

Product	Description	Ordered	Price	Amount
Paint-DS	Traffic Paint - Ohio Spec - 55 Gallon Drum - Yellow	23 Ea	904.20 Ea	$20,796.60
Paint-DS	Traffic Paint - Ohio Spec - 55 Gallon Drum - White	16 Ea	798.60 Ea	$12,777.60
Paint-DS	Traffic Paint - Ohio Spec - 5 Gallon Pail - Yellow	6 Ea	88.20 Ea	$529.20
Paint-DS	Traffic Paint - Ohio Spec - 5 Gallon Pail - White	60 Ea	84.10 Ea	$5,046.00
Beads-DS	Glass Beads - Ohio Spec - 50 LB Bags	14000 Ea	0.58 Ea	$8,120.00
Freight	Shipping & Delivery Charges	1 Ea	2,700.00 Ea	$2,700.00

Thank you for the opportunity

Sub-total	**$49,969.40**
Total	**$49,969.40**

CITY OF LORAIN

Board of Control **2. g.**

Meeting Date: 02/15/2023

Subject:

A request to enter into a contract with the Lorain County Community Development Corporation, a 501C3 organization under the umbrella of the Lorain County Chamber of Commerce for the purpose of economic development services in the amount of $30,000 to be paid in annual increments of $10,000 per year in 2023, 2024, and 2025. Funding will be paid from American Rescue Plan Act (ARPA) funds. An ordinance was passed by Lorain City Council on January 3, 2023 as Ordinance 6-23 concurring with the expenditure.

Attachments

Ordinance

ORDINANCE NO. 6-23

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE LORAIN COUNTY COMMUNITY DEVELOPMENT CORPORATION, A 501C3 ORGANIZATION UNDER THE UMBRELLA OF THE LORAIN COUNTY CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT SERVICES AT A COST OF $30,000

Whereas, the Lorain County Chamber of Commerce has determined that a small and focused team is needed to drive collaborative economic development across Greater Lorain County; and,

Whereas, the Lorain County Chamber of Commerce has established an affiliated Not-For-Profit Organization exempt from tax pursuant to IRC, Section 501(C(3), to accomplish the goal of collaborative economic development by the formation of the Lorain County Community Development Corporation; and,

Whereas, the Lorain County Community Development Corporation will create a catalog of sites to drive regional economic growth, help support workforce development, and help support business retention and attraction to local businesses and communities; and,

Whereas, the cities of Oberlin, Avon Lake, North Ridgeville, Avon, Elyria and Grafton have already indicated their public sector support of $10,000 per year for 2023, 2024 and 2025.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

SECTION I. That the Safety/Service Director is authorized to enter into an agreement with the Lorain County Chamber of Commerce or its affiliated Not-For-Profit, IRC Section 501(C)(3) Organization known as the Lorain County Community Development Corporation, for the purpose of receiving economic development services in consideration of the payment of $30,000 in annual increments of $10,000 to be paid on or about June 1, 2023, June 1, 2024 & June 21, 2025.

SECTION II. That the source of funds for payment required hereby shall be the American Rescue Plan Act (ARPA) or such other available funds as determined by the Auditor.

SECTION III. That the agreement between the City of Lorain and the Lorain County Chamber of Commerce or its designated affiliate shall be approved as to form by the Law Director.

SECTION IV. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revise Code.

SECTION V. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED January 3, 2023

ATTEST Brianna Dull CLERK

APPROVED January 3, 2023

MAYOR

PRESIDENT OF COUNCIL

CITY OF LORAIN

City Council Regular Meeting 10. h.

Meeting Date: 01/03/2023

Submitted by: Michele Beko, Law Office Admin

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE LORAIN COUNTY COMMUNITY DEVELOPMENT CORPORATION, A 501(C)(3) ORGANIZATION UNDER THE UMBRELLA OF THE LORAIN COUNTY CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT SERVICES AT A COST OF $30,000

PURPOSE AND BACKGROUND:

ENTER INTO AN AGREEMENT FOR THE PURPOSES OF REGIONAL ECONOMIC GROWTH

RECOMMENDATION TO COUNCIL:

CONSIDERATION FOR PASSAGE

Fiscal Impact

Funds Available in Current Year Budget (Y/N):	Y
Estimated Total Expenditure:	30,000
List of Funding Source and/or Account Number:	2359.R235.6300.3307
Estimate of Incoming Revenue (fees, grants, etc.):	
Financing Requirements (Bonds, Loans, Lease, etc.):	

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
P. Riley	Michele Beko	12/29/2022 04:25 PM
Mayor Bradley	Jack Bradley	12/30/2022 09:54 AM
K. Shawver	Karen Shawver	12/30/2022 09:57 AM
P. Riley	Michele Beko	12/30/2022 10:11 AM

Form Started By: Michele Beko Started On: 12/29/2022 04:18 PM

Final Approval Date: 12/30/2022

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Fallis	✓		Nutt	✓	
Dimacchia	✓		~~Moon~~		
Springowski	✓		Carrion	✓	
Henley	✓		Shawver	✓	
Kempton	✓		Thornsberry	✓	
Carter	✓		Arredondo		